# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# CONSTRUCTION OF CSUCC LABORATORY BUILDING

for

Caraga State University Cabadbaran City (CSUCC)

**Project Identification Number: IATF-2023-02-074** 

**Approved Budget for the Contract:** 

**One Million Pesos Only** 

(Php 1,000,000.00)

Government of the Republic of the Philippines

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# **Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the "Works") through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

# TABLE OF CONTENTS

| Gl | ossar | ry of Terms, Abbreviations, and Acronyms                            | 5  |
|----|-------|---|----|
| Se | ction | I. Invitation to Bid  | 8  |
| Se | ction | II. Instructions to Bidders   | 11 |
|    | 1.    | Scope of Bid  | 12 |
|    | 2.    | Funding Information   | 12 |
|    | 3.    | Bidding Requirements  | 12 |
|    | 4.    | Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices | 13 |
|    | 5.    | Eligible Bidders  | 13 |
|    | 6.    | Origin of Associated Goods  | 13 |
|    | 7.    | Subcontracts  | 13 |
|    | 8.    | Pre-Bid Conference  | 14 |
|    | 9.    | Clarification and Amendment of Bidding Documents                    | 14 |
|    | 10.   | Documents Comprising the Bid: Eligibility and Technical Components  | 14 |
|    | 11.   | Documents Comprising the Bid: Financial Component                   | 15 |
|    | 12.   | Alternative Bids  | 15 |
|    | 13.   | Bid Prices  | 15 |
|    | 14.   | Bid and Payment Currencies  | 16 |
|    | 15.   | Bid Security  | 16 |
|    | 16.   | Sealing and Marking of Bids   | 16 |
|    | 17.   | Deadline for Submission of Bids                                     | 16 |
|    | 18.   | Opening and Preliminary Examination of Bids                         | 17 |
|    | 19.   | Detailed Evaluation and Comparison of Bids                          | 17 |
|    | 20.   | Post Qualification  | 17 |
|    | 21.   | Signing of the Contract   | 17 |
| Se | ction | III. Bid Data Sheet   | 18 |
| Se | ction | IV. General Conditions of Contract                                  | 20 |
|    | 1.    | Scope of Contract   | 21 |
|    | 2.    | Sectional Completion of Works                                       | 21 |
|    | 3.    | Possession of Site  |    |
|    | 4.    | The Contractor's Obligations  | 21 |
|    | 5.    | Performance Security  | 22 |
|    | 6.    | Site Investigation Reports  | 22 |

| 7.      | Warranty   | 22 |
|---------|--|----|
| 8.      | Liability of the Contractor                        | 22 |
| 9.      | Termination for Other Causes                       | 22 |
| 10.     | Dayworks   | 23 |
| 11.     | Program of Work                                    | 23 |
| 12.     | Instructions, Inspections and Audits               | 23 |
| 13.     | Advance Payment                                    | 23 |
| 14.     | Progress Payments                                  | 23 |
| 15.     | Operating and Maintenance Manuals                  | 23 |
| Section | V. Special Conditions of Contract                  | 25 |
| Section | VI. Specifications                                 | 28 |
| Section | VII. Drawings                                      | 30 |
| Section | VIII. Bill of Quantities                           | 31 |
| Section | IX. Checklist of Technical and Financial Documents | 33 |

# Glossary of Terms, Abbreviations, and Acronyms

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**Contractor** – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

**Foreign-funded Procurement or Foreign-Assisted Project** – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

 ${\bf SLCC-Single\ Largest\ Completed\ Contract}.$ 

**UN** – United Nations.

# Section I. Invitation to Bid

# **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





# INVITATION TO BID FOR THE CONSTRUCTION OF CSUCC LABORATORY BUILDING

- 1. The Caraga State University Cabadbaran City (CSUCC) through the Inter-Agency Trust Fund (IATF) 2023 intends to apply the sum of One Million Pesos Only (Php 1,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for CONSTRUCTION OF CSUCC LABORATORY BUILDING / IATF-2023-02-074. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *CSUCC* now invites PhilGEPS registered contractors with valid and current Philippine Contractors Accreditation Board (PCAB) License of at least Category "E" and Classification B for General Building to bid for the above Procurement Project. The required Completion of the Works is *120 CD*. Bidders should have completed a contract similar to the Project equivalent to at least fifty (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from *CSUCC* and inspect the Bidding Documents at the address given below from *Monday-Friday* 8:00AM 5:00 *PM*;
- 5. A complete set of Bidding Documents may be acquired by interested bidders on February 28 March 21, 2023 before 3:00 PM from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php 5,000.00.
  - The Procuring Entity shall allow the bidder to present its proof of payment for the fees (a) physically by showing the Original Copy of the Official Receipt, or (b) electronically by sending the scanned copy of the Official Receipt to: bac@csucc.edu.ph together with a scanned copy of the government issued ID of the company's authorized representative. Both shall be sent from the company's official email address.
- 6. CSUCC will hold a Pre-Bid Conference<sup>1</sup> on March 9, 2023 @ 3:30 PM through video conferencing or webcasting via Zoom. This will be open to all prospective bidders who submitted the filled pre-registration form using this link: <a href="bit.ly/3IWzpk7">bit.ly/3IWzpk7</a> prior to the meeting schedule. A link to join the virtual meeting shall follow after the pre-registration is submitted, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through either (i) manual submission at the office address as indicated below, or (ii) online/electronic

May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

- submission to the email address as indicated below, on or before *March 21, 2023; 3:00 PM*. Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 9. Bid opening shall be on *March 21, 2023; 3:00 PM* at *CSUCC Audio Visual Room* (*AVR*) for those who will attend physically. For those who submitted bid electronically, Zoom link shall be provided after presenting the proof of payment for the required fees. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. A) **For Manual Submission of Bids**. Bids must be received by the BAC Secretariat at the address below upon presentation of the following documents by the bidder or his/her authorized representative:
  - o Original Official Receipt (OR) of payment of bidding documents;
  - o Company ID with a Government-issued ID
  - Special Power of Attorney (SPA) or Authorization Letter (for company's authorized representative)

Note: Due to the present pandemic, bidders or their duly authorized representative must strictly comply with the minimum public health standards, for the duration of this public health crisis, such as wearing of face mask, face shield and physical distancing.

- B) For Electronic Submission of Bids. Bidders, after payment of applicable fee, must send their bidding documents in PDF file using the official email address of their company with a two-factor security procedure (GPPB Resolution 09-2020). That is, the bid documents must be submitted in archive format compression with Password Protection to this email address: <a href="mailto:bac@csucc.edu.ph">bac@csucc.edu.ph</a>, any time before the specified closing date and time. Bidders shall disclose the password for accessing their respective bid submission only during the actual bid opening. Together with their bid, a clear scanned copy of the following shall also be submitted:
  - **Deposit slip** of the payment of Bid Docs (*Note: Official Acceptance of Bid shall follow after Cashier's verification/validation of payment along with the issuance of official receipt*).
  - Duly signed Authorization letter/Special Power of Attorney (SPA)
     of the company's duly authorized representative, if any
  - Company ID of the owner and his/her designated Representative, if any; and.
  - Government issued ID of the owner and his/her designated Representative, if any.

### Payments may be deposited to Land Bank bearing the following information

Account name: CSU Cabadbaran Campus

Account number: 3152 1015 88

Purpose: Payment for Bid Docs - Construction of CSUCC Laboratory

Building

- 11. *CSUCC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

Ryan Chester Fong BAC Secretariat Bidding & Awards Committee Office Caraga State University Cabadbaran City

T. Curato St., Cabadbaran City

Email: bac@csucc.edu.ph

Telephone/Mobile phone: 085-8186713/09155108791

13. You may visit the following websites:

For downloading of Bidding Documents: <a href="https://www.csucc.edu.ph/">www.csucc.edu.ph/</a> philgeps.gov.ph
For online bid submission: <a href="https://www.csucc.edu.ph">bac@csucc.edu.ph/</a>

February 28, 2023

SGD. FLORDELIZA G. ALBURO, Ph.D. BAC Chairperson

# Section II. Instructions to Bidders

# **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

### 1. Scope of Bid

The Procuring Entity, CSUCC invites Bids for the CONSTRUCTION OF CSUCC LABORATORY BUILDING with Project Identification Number IATF-2023-02-074.

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

# 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2023 in the amount of Php 1,000,000.00
- 2.2. The source of funding is:
  - a. NGA, the National Expenditure Program.

# 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

# 4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

# 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

# 6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

#### 7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.1. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised

IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing using ZOOM platform as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

# 10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

# 11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

#### 13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

### 14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

### 15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *July 19, 2023 or One Hundred Twenty Calendar Days (120) from Bid Opening date (March 21, 2023).* Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

#### 17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

# 18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

# 20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

# 21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

# Section III. Bid Data Sheet

# **Notes on the Bid Data Sheet (BDS)**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# **Bid Data Sheet**

| ITB Clause |  |               |  |               |          |        |    |
|------------|--|---------------|--|---------------|----------|--------|----|
| 5.2        | For this purpose, contracts similar to the Project refer to contracts which have   |               |  |               |          |        |    |
|            | the same major categories of the following work:   |               |  |               |          |        |    |
|            |  | ITEM NO.      | DESCRIPTI  | ON            | QUANTITY | UNIT   | ,  |
|            |  | 404           | Reinforcing Steel                                      |               | 643.80   | kgs    |    |
|            |  | 405           | Structural Concrete                                    |               | 1.93     | cu.m.  | •  |
|            |  | 506           | Masonry Works  |               | 46.50    | sq.m.  |    |
|            |  | 903           | Formworks & Scaffo                                     | ldings        | 372.08   | bd.ft. |    |
|            |  | 1003          | 4.5mm Fiber Cement<br>Metal Frame Ceiling              | Board On      | 162.00   | sq.m.  |    |
|            |  | 1008          | Windows With Alum                                      | ninum Frame   | 29.40    | sq.m.  |    |
|            |  | 1010          | Wooden Doors   |               | 8.40     | sq.m.  |    |
|            |  | 1014          | Prepainted Metal She<br>Type, Long Span, 0.4<br>7.35m) | `             | 275.00   | lin.m  | .• |
|            |  | 1018          | Tile Works   |               | 162.00   | sq.m.  |    |
|            |  | 1027          | Plain Cement Plaster                                   | Finish        | 242.60   | sq.m.  |    |
|            |  | 1032          | Painting, Varnish &                                    | Other Related | 406.00   | sq.m.  | •  |
|            |  | SPL-1         | Electrical Works                                       |               | 1.0      | lot    |    |
|            |  | SPL-2         | Stainless Steel Railin                                 | gs            | 1.0      | lot    |    |
| 7.1        | Subco  | ontracting is | s not allowed  |               |          |        |    |
| 10.3       | Prospective bidders must have at least a license category "E" and a license classification "B" for General Building from the Philippine Contractors Accreditation Board (PCAB) for General Building. The PCAB license must be valid and effective at the time of submission of the bid.  In case of joint ventures, a valid Special PCAB License, and registration for the type and cost of the contract for this Project is required. |               |  |               |          |        |    |
| 10.4       | The key personnel must meet the required minimum years of experience set below:  |               |  |               |          |        |    |
|            | Key PersonnelGeneralRelevantExperienceExperience   |               |  |               |          |        |    |
|            | Project Manager 5 Foreman 5  |               |  | 5             |          |        |    |
|            |  |               | Engineer/Officer                                       | 5 3           | 3        |        |    |
|            | with valid Certificate of Training in  |               |  |               |          |        |    |

|                  | Occuj  | pational Safety and Health  |                  |                    |
|------------------|--|---|------------------|--------------------|
|                  |  |   |                  |                    |
| 10.5             | The minimum major equipment requirements are the following:                      |   |                  |                    |
|                  | <u>No</u>  | <u>Equipment</u>  | Capacity         | Number<br>of Units |
|                  | <u>1</u>   | One-bagger Concrete Mixer   | -                | 1                  |
|                  | <u>2</u>   | Cut off wheel (engine-driven)   | -                | 1                  |
|                  |  | e refer to D.O. 11, Series of 2017 for the  | minimum mat      | erials testing     |
|                  |  | oment   |                  |                    |
|                  | Acceptable proof of ownership:   |   |                  |                    |
|                  | Official Receipt   |   |                  |                    |
|                  | •  | Deed of Sale  |                  |                    |
|                  | <ul> <li>OR/CR</li> <li>Sales Invoice showing payment of VAT</li> </ul>          |   |                  |                    |
|                  | .  |   | <b>a</b>         |                    |
|                  | •  | Letter of Credit from bank with attached Purcl  |                  | ported by a        |
|                  |  | Sales Invoice   | sust Graci sup   | portion by a       |
|                  | •  | Acknowledgement Receipt from Supplier   |                  |                    |
|                  | •  | Commercial Receipt/Commercial Invoice   |                  |                    |
|                  | •  | Original Invoice with attached Packing List   |                  |                    |
|                  | Bill of Lading   |   |                  |                    |
|                  | Collection Receipt   |   |                  |                    |
| Delivery Receipt |  |   |                  |                    |
|                  | •  | Lease Agreement   |                  |                    |
|                  | <del>  •</del>   | Under Purchase Agreement  |                  |                    |
| 12               | [Inser   | t Value Engineering clause if allowed.]   |                  |                    |
| 15.1             | The bid security shall be in the form of a Bid Securing Declaration or any of    |   |                  |                    |
| 13.1             |  | llowing forms and amounts:  | aring Deciara    | aron or any or     |
|                  | a. The amount of not less than <i>Php 20,000.00 (2% of Php 1,000,000.00)</i> , i |   |                  |                    |
|                  | bid security is in cash, cashier's/manager's check, bank draft/guarantee         |   |                  |                    |
|                  | irrevocable letter of credit;  |   |                  |                    |
|                  | b. The amount of not less than <i>Php 50,000.00 (5% of Php</i> 1,000,000.00)     |   |                  |                    |
|                  | bio  | d security is in Surety Bond.   |                  |                    |
| 19.2             | Partia   | l bids are not allowed  |                  |                    |
| 20               | _  | licenses and permits relevant to the Project  |                  |                    |
|                  | _  | ring it, e.g. Environmental Compliance Certij   | ficate, Certific | cation that the    |
|                  | projec   | ct site is not within a geohazard zone, etc.]   |                  |                    |
|                  | •  | Environmental Compliance Certificate  |                  |                    |
|                  | _  | arposes of Post-qualification the following docu<br>submitted within five (5) calendar days from re   |                  | _                  |
|                  |  | Income Tax Returns for year 2021/2022 (BII Latest Value Added Tax Returns for the Last 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). |                  | -                  |
|                  |  |   |                  |                    |

|    | For this requirement, it is considered as latest return when filed within the last two (2) months before the deadline of the submission of bids. |
|----|--|
|    | The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (eFPS).             |
| 21 | Additional contract documents relevant to the Project:   |
|    | - Duly signed PERT/CPM Network Diagram;  |
|    | - Bar Chart with S- Curve;   |
|    | - Cash flow Projection;  |
|    | - Payment Schedule on monthly basis;   |
|    | - Manpower schedule;   |
|    | - Construction methods;  |
|    | - Equipment utilization schedule;  |
|    | - Construction safety and health program approved by the DOLE, and   |
|    | other acceptable tools of project scheduling;  |
|    | - Contractor's All Risk Issuance (CARI) in accordance with Clause 12   |
|    | of the General Conditions of Contract; and   |
|    | - Certification under oath stating that the contractor is free and clean of all tax liabilities to the Government                                |

# Section IV. General Conditions of Contract

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

# 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

# 2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract** (SCC), references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

#### 3. Possession of Site

- 4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the SCC, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

# 4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

# 5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

# 6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

# 7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

# 8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

#### 9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

### 10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

## 11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

#### 12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

### 13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the SCC, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

### 14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC,

materials and equipment delivered on the site but not completely put in place shall not be included for payment.

# 15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC.**
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the SCC from payments due to the Contractor.

# Section V. Special Conditions of Contract

# **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

# **Special Conditions of Contract**

| GCC Clause |   |
|------------|---|
| 2          | The Intended number of days for Completion is 120 calendar days from the start of construction.   |
| 4.1        | <b>CSUCC</b> shall give possession of all parts of the Site to the Contractor <i>a</i> day after the receipt of Notice to Proceed.  |
| 6          | It shall be the responsibility of the Contractor to obtain the site investigation reports.  |
|            | Site inspection is required   |
| 7.2        | [In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years. |
| 10         | Dayworks are applicable at the rate shown in the Contractor's original Bid.   |
| 11.1       | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>Ten calendar</i> days from the delivery of the Notice of Award.  |
| 11.2       | The period between Program of Work updates is Fifteen Calendar days.  |
|            | The amount to be withheld for late submission of an updated Program of Work is <i>One percent of the progress billing</i> .   |
| 13         | The amount of the advance payment is 15 % of the Contract price to be recouped by deducting fifteen percent (15%) from the periodic progress billing.   |
| 14         | Materials and equipment delivered on the site but not completely put in place shall not be included for payment.  |
| 15.1       | The date by which operating and maintenance manuals are required is <i>upon delivery</i> .  The date by which "as built" drawings are required is thirty (30) days <i>from completion of the project</i>  |
| 15.2       | The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 10% of the remaining Contract Price.  |

# Section VI. Specifications

# **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

#### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be

accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

# TECHNICAL SPECIFICATIONS

Contract name: CONSTRUCTION OF CSUCC LABORATORY BUILDING

Contract Location: CSUCC, Cabadbaran City, Agusan del Norte

ABC: **Php 1,000,000.00** 

Subject: Standard Specifications

#### ITEM 404 "REINFORCING STEEL"

#### A. SCOPE OF WORK

Furnish all equipment, labor, plant and other facilities to complete the concrete reinforcement as shown on the drawings and herein specified. All work included under this division shall be subject to the General Conditions accompanying these specifications. The Contractor is required to refer especially thereto.

#### B. APPLICABLE CODES AND STANDARDS

The Standards and codes applicable to only a portion of the work specified in this section are reference in the relevant parts of clauses. Standards and codes, which are generally applicable to the work of this section, are listed hereinafter.

**ACI American Concrete Institute** 

Manual of Standard Practice for Detailing Reinforced Concrete Structures Building Code Requirements for Reinforced Concrete

ASTM – American Society for Testing and Materials

A185 Welded Steel Wire

Fabric for Concrete Reinforcement

CRSI – Concrete Reinforcing Steel Institute Manual of Standard Practice Placing Reinforcing Bars.

AWS – American Welding Society Reinforcing Steel Welding Code

#### C. SUBMITTALS

Details, Drawings and/or Shop Drawings

Fabrication installation and assembly drawings for all parts of the work

in sufficient detail to enable to check conformity with Contract requirements. Drawings shall show details and dimensions of all component parts including plan and elevation views, cross sections and details.

#### **Test Reports**

Shop test shall show the results of required test of materials, equipment or systems certified in writing by the manufacturer or its authorized representative. Field Test Reports shall show the results of required field test and compliance with the approved procedures, certified by the Contractor.

#### D. MATERIALS

Bars: ASTM A615 Grade 40.

Bar Mats: ASTM A184, of mesh and bar size indicated on the drawings

#### E. DETAILING AND FABRICATION

#### Reinforcement

Provide concrete reinforcement, which is made from new billet steel and free from rust, dirt, oil and grease and any other foreign substances detrimental to bonding with concrete. Accurately bend or from fabricated bars to the shapes and dimensions shown using methods that will not damage materials. Do not weld unless specially shown or approved by the Construction Manager.

#### Identification

Bundle and tag reinforcement with suitable identification to facilitate sorting transportation to, or storage and placing at the job site.

#### F. PLACING REINFORCEMENT

Reinforcement shall be installed as shown.

Tolerances

Maintain surfaces clearances dimensions shown, plus or minus ¼ inch. Secure reinforcement with accessories and tie wire to prevent displacement before and during concreting. Do not place concrete if bars are not properly placed with adequate support.

**Dowels** 

Secure in position prior to placing concrete.

#### G. SPLICES

Rebar splices shall be at a minimum of *0.40 bar diameter*.

#### H. REPAIR

Remove and replace damaged bars as directed.

#### ITEM 405 "STRUCTURAL CONCRETE"

#### A. SCOPE OF WORK

Furnish all labor, materials (Except for Portland Cement, which will be provided by the CSUCC in the requisite quantity of bags), equipment, plant and other facilities the cast-in- place concrete as shown and hereinafter specified. All work under this division shall be subject to the General Conditions accompanying these specifications. The Contractor for this portion of the work required are especially referred thereto.

#### **B. APPLICABLE CODES AND STANDARDS**

The Standards and codes applicable to only a portion of the work specified in the section are referenced in the relevant parts of the clauses. Standards and codes, which are generally applicable to the work of this section, are listed hereinafter.

#### American Concrete Institute

Recommended Practice for Selecting Proportions for Normal Weight Concrete

Recommended Practice for Evaluation of Compression Test Results of Field Specifications for Structural Concrete for Building

Recommended Practice for Measuring and Placing Concrete

Recommended Practice for Curing Concrete

Recommended Practice for Consolidation of Concrete

Building Code Requirements for Reinforcing Concrete.

#### American Society for Testing and Materials

Making and Curing Concrete Test Specimen in the Field

Compressive Strength of Cylindrical Concrete Specimens

Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

Ready Mixed Concrete

Slump of Portland Cement Concrete

Sheet Materials for Curing Concrete

Fresh Concrete Sampling

Liquid Membrane – Forming Compounds for Curing Concrete

Chemical Admixtures for Concrete

Concrete Made by Volumetric Batching and Continuous Mixing Sampling

Aggregates

Reporting Results of Analysis of Water

Performed Expansion Joint Fillers for Concrete Paving and Structural

Construction Wire – Cloth Sleeves for Testing Purposes

#### **Federal Specifications**

Concrete Patching and Leveling Compound

C – E Corps of Engineers

Requirements for water for use in Mixing or Curing Concrete

Rubber Waterstops

Polyvinylchloride Waterstops

**Expansive Grout** 

#### C. SUBMITTALS

Layout of Proposed Placement

Placement Schedule Proposed Construction Joint Layout and Sequence of Placement Proposed Curing Concrete

#### Quality Assurance

Proof of quality of manufacturer and reliability in field operations. Such proof shall normally constitute evidence that the product/equipment has been manufactured by them over a period of time and has established field service record. It shall include installation locations, dates and years of operating services. If there is no experience for an identical unit it may be released to a similar unit by the same manufacturer.

### Samples

Samples of any materials or product to be used in the works. They shall be properly marked and accompanied by a letter of transmittal clearly listing the samples, their intended use and locations in the work.

#### Certificate of Compliance

Certificate of Compliance shall include materials or Product manufacturer's Statement that the supplied items or systems to the specifications.

#### **Test Reports**

Shop test shall show the results of required shop test of materials, equipment or system certified in writing by the manufacturer or its representative.

Field test reports shall show the results of the required field test and compliance with approved procedures, certified by the Contractor.

#### D. TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

#### Cement and Admixtures

Upon the delivery at site of work, cement and admixtures shall be stored separately in dry, weather tight, properly ventilated structure with adequate provision for prevention of absorption of moisture.

#### **Temperature Control**

The Contractor shall provide facilities and procedures to control or reduce the temperature of all materials used for concrete during hot weather; to such degree of temperature shall not exceed 90 degrees Fahrenheit.

#### Concrete Removed from the Structure

When the results of the strength test of the specimen indicate deficiency in specification requirements or where there is other evidence that the quality of the concrete is below specification requirements, core-boring tests shall be made in conformance with ASTM C42. If deficiency is discovered, the Contractor maybe allowed to make load test at his expense, and results shall be evaluated in conformance with ACI 318.

#### Slump

Slump test shall be performed in the field under the supervision of the Construction Manager. The slump test shall conform to ASTM C143.

#### Sample Concrete Panel

Sample concrete panel for exposed or painted concrete shall be constructed and submitted for approval by the Construction Manager. The panel shall be not less than 6 ft.by 4 ft. in size. Sample panel shall be protected until acceptance of the complete concrete work. The approved sample shall be representative of the smooth texture concrete finish required in the work.

#### E. MATERIALS

#### Portland Cement

Only one brand of any type of cement shall be used for exposed concrete surfaces of any individual structure.

#### Aggregates

Coarse aggregates shall have a maximum diameter of 3/4" and must be free from

#### Fine Aggregate

Fine aggregates shall consist of natural sand, manufactured sand or combination of the two and shall compose of clean, hard and durable spherical or curvical particles.

#### F. QUALITY CONTROL

#### Samples and Testing

Samples from stock on the site shall be taken by the Contractor in the presence of the construction Manager

#### **Cement**

The testing laboratory shall test sampled cement. Certify copies of laboratory of cement and shall include all test dates, and testing procedures are in conformance with stored more than four months after being tested shall be tested before use. Cement found unsatisfactory under test shall be immediately removed from the construction site.

#### **Aggregates**

Aggregates sampling shall conform to ASTM D75. Aggregates shall be sampled and submitted to the Construction manager for testing. No aggregate shall be used until test results are satisfactory to the construction Manager.

#### Water

Water used in mixing concrete shall be clean and free from injurious amounts of oil, acids, alkali, organic materials or other substances that may be deleterious to concrete or steel. Water analysis shall be performed in accordance with ASTM D596.

#### **Admixtures**

Sampling and testing of all admixtures used in concrete mix shall be in accordance with the standard procedure recommended by the testing laboratory. No admixtures shall be used if the test results are unsatisfactory.

#### **Concrete**

#### **During Place Concrete**

The Contractor shall provide for test purposes three sets of the test specimens taken under the supervision of the Construction Manager from each 50 cu. m or fraction thereof for each class of concrete placed. At least one set of the test specimens for each classes of the concrete shall be provided in each eight-hour shift. Samples shall be secured in accordance with ASTM 172. Test specimens shall be made and cured in accordance with ASTM C39 or ACI 214. Test specimen shall be evaluated for each class of concrete specified in conformance with ACI 318, Chapter 4 Concrete Quality. Specimen may be tested 7 days to 28 days strength of the concrete is established.

#### Coarse Aggregates

Coarse Aggregates shall consist of crushed or uncrushed gravel, crushed stone, or a combination thereof and shall be clean, hard, and compacted particles of maximum nominal size 3/4 inch. However, coarse aggregate of greater maximum size may be used provide the requirements of ACI 318, Sec. 3.3.3 are met.

#### Water

Water for washing aggregated and for mixing and curing concrete shall be fresh and free from injurious amounts of oil, acid, slate, alkali, organic matter, or other deleterious substances as determined by CDCRD – C400. Chlorides and hardeners shall not exceed specified limits of ASTM D512.

#### G. BATCHING, MIXING, and TRANSPORTING CONCRETE

#### Batch Plant

The plant shall be semi-automatic type and of sufficient capacity not to impair the construction time schedule. The semi-automatic plant is a system where batching weights are set manually and materials are batched automatically.

#### Site - Mixed Concrete

Measuring tolerances, mixing capacity, and time shall be in accordance with ACI 301, Chapter 7, and paragraph 7.2. Concrete shall have a maximum mixing ratio of 1:2:3 for cement, sand, and gravel, respectively.

#### H. PLACING CONCRETE

#### Sequence of Concrete Placement

To control shrinkage defects placement of concrete for floors shall follow a checker board pattern. Joints line shall cross within middle third of beams, girders, and short spans of slabs, unless otherwise allowed by Construction Manager. Contractor shall submit a construction joint layout and sequence of concrete placement for approval of Construction Manager.

#### Preparation of Placing

Excavation of forms shall be clean, free of debris of foreign materials. Reinforcement and embedded items shall be secured in position and shall be inspected and approved before placing concrete. Runways shall be provided for wheeled concrete handling equipment. Such equipment shall not be wheeled over reinforcement nor shall runways be supported on reinforcement.

#### **Placing Procedures**

Concrete shall not be allowed to drop freely more than 5 feet in unexposed work nor 3 feet in exposed work. For greater drop trunks or other approved means shall be employed. Conduits and pipes shall not be embedded in concrete unless specifically indicated or specified. Concrete shall be properly vibrated by the use of concrete vibrators.

#### **Transformation Time Interval**

Concrete mixed in central plant and transported by non-agitating equipment shall be placed and transported in the forms in 60 minutes.

#### I. COMPACTION

Immediately after placing each layer of concrete shall be compacted by internal concrete vibration supplemented by hand spanding, rodding and tamping or other external vibration of forms will not be permitted. Internal vibrators submerged in concrete shall maintain a minimum frequency of not less than 8000 vibration per minute. The vibrating equipment shall be adequate in quantity and capacity required and shall conform to the requirement of ACI 309.

#### ITEM 506 – "MASONRY WORK"

#### A. SCOPE OF WORK

Furnish all labor, materials (Except for Portland Cement, which will be provided by the CSUCC in the requisite quantity of bags), equipment, plant and other facilities and perform all operations on necessary to complete the Masonry Work requirements hereinafter specified. All work under this Division shall be

subject to the General Conditions accompanying these specifications. The Contractor and Sub-Contractor for this portion of the work are required to refer specifically thereto.

#### **B. MATERIALS**

Concrete Hollow Blocks: Shall be Machine Built, Non-Load Bearing (NLB) or approved equivalent. CHB shall have a minimum thickness of 4".

Mortar Aggregate: Natural River sand, clean free from soluble salts and organic matter, grades from fine to coarse, compatible with the thickness of joints in which used. Sand must have passed sieve number 8 or 2.38 mm diameter sieve.

Cement: Shall be Portland cement/Union Premium or approved equal.

Mortar:

General: Mix mortar from 3 to 5 minutes in such quantities as are needed for immediate use. No retampering will be permitted on mortar stiffness because of premature setting. Discard such materials, as well as those that have not been used within one hour after mixing.

Proportioning: Cement mortar shall be one (1) part Portland Cement and two (2) parts sand by volume but not more than one (1) Portland cement and three (3) parts sand by volume.

#### C. HANDLING AND STRUCTURE

Take care in handling masonry units to avoid chipping and breakage. Locate storage piles and stacks so as to avoid being disturbed. Barricade to protect from damage by construction operation. Stack masonry units, reinforcement and other materials on wood blocking above ground.

#### D. SCAFFOLDING

Provide all scaffolding required for masonry work, including cleaning down on completion, remove.

#### E. SAMPLES AND TESTING

Sample blocks shall be taken at random from every one thousand (1000) blocks delivered. Average strength of concrete hollow blocks shall not be less than 400 lbs. per square inch. Test shall be at the expense of the Contractor.

#### F. CUTTING AND PATCHING

Consulting other trades in advance of masonry work and make provision for installation of their work to avoid unnecessary cutting and patching. Experienced masons shall do all cutting and patching.

#### G. WALL FLASHING

Build in wall flashing at base of cavity wall formed to exclude water, bended in and covered with mortar. Keep joints to a minimum but where necessary, lap 6' and seal with plastic cement.

#### H. LAYING CONCRETE BLOCKS

Lay units in common bond with uniform coursing and jointing. All concrete block joints shall be uniform thickness, approximately 3/8 tooled concave where exposed and flush cut where concealed, making 16' x 8' course. Butter vertical and horizontal joints full with mortar. Bond courses at corners and intersection and tie to abutting walls as per TRU-LOK Specifications. Reinforce concrete block walls continuously in two 2) consecutive courses below openings; using TRU-LOK shall be provided at every 16" of vertical wall height for load bearing walls. Lay units full thickness of partition from floor slabs to height shown, and where necessary cut.

#### ITEM 903 "FORMWORKS & SCAFFOLDING"

#### **Description**

This Item shall consist of designing, constructing and removing forms and falsework to temporarily support concrete, roof beams and other structural elements until the structure is completed to the point it can support itself.

#### **Material Requirements**

#### **Formwork**

The materials used for smooth form finish shall be plywood, tempered concrete-form- grade hardboard, metal, plastic, paper or other acceptable materials capable of producing the desired finish for form-facing materials. Form-facing materials shall produce a smooth, uniform texture on the concrete. Form-facing materials with raised grain, torn surfaces, worn edges, patches, dents, or other defects that will impair the texture of concrete surfaces shall not be permitted. No form-facing material shall be specified for rough form finish. Formworks must use good coco lumber with a minimum sectional dimensions of 2" x 2".

#### **Falsework**

The materials to be used in the falsework construction shall be of the quantity and quality necessary to withstand the stresses imposed; it may be timber or steel or a combination of both. The workmanship shall be of such quality that the falsework will support the loads imposed on it without excessive settlement or takeup beyond as shown on the falsework drawings. Falseworks must use good coco lumber with a minimum sectional dimensions of 2" x 3".

#### ITEM 1003 "4.5mm FIBER CEMENT BOARD ON METAL FRAME CEILING"

#### A. Materials

19mm x 50mm x 0.5mm thickness Double Furring

12mm x 38mm x 0.5mm thickness Carrying Channel

25mm x 25mm x 0.5mm Wall Angle

J Type Hanger Bracket

**Double Furring Clip** 

1/4" Fiber Cement Board

Blind Rivets 1/8"X1/2"X2"

#### B. Methodology

All materials to be installed must be unused, clean, and free from any defects, and shall be subject to inspection and approval to the civil engineer or any authorized representative prior to installation/application. Application of skim coat will be twice, all of which shall be followed by application of appropriate sandpaper. After such, 2 coats of painting shall be applied. All of which must be installed securely and properly and performed by a competent person. The client/owner reserves the right to approve the materials to be used and the workmanship of the pay item. The contractor shall see to it that any deficiencies in the materials used, and workmanship shall be addressed at his own expense.

#### C. Waste materials

Any unusable/unsalvageable materials shall be disposed of by the contractor at his expense. Any materials which are of any value shall be delivered to the supply office for proper storage.

#### ITEM 1008 "WINDOWS WITH ALUMINUM FRAME"

#### A. SCOPE OF WORK

- 1. Provide labor, material, equipment and services to furnish and install Jalouplus frame windows shown on drawings and specified herein. Window shapes and details will be shown on the drawings, drawings indicate the required depth and profile.
- 2. Anchors, brackets, and attachments.
- 3. Hardware.

#### B. COLOR:

The color to be selected by architect or Civil Engineer.

#### ITEM 1010 "DOORS"

#### A. STANDARD:

To limit the likelihood of damaged doors, there must be just one type of wooden door (Hard Wood), and it must be supplied and installed during the project's final finishing phase.

#### B. DELIVERY:

- 1. Upon receipt of wood doors, the End User is to inspect materials for defects of damage and immediately report any doors that require replacement.
- 2. Do not deliver doors to the project until proper storage space is available.

#### C. METHODOLOGY

The contractor must present sample with an ample time to the architect prior to purchase of materials for approval. Installation must be done completely and correctly by a competent person.

#### D. HANDLING:

- 1. Always handle doors with clean hands or gloves.
- 2. Do not drag doors across one another.
- 3. Maintain factory packaging or other means of protection of doors until date of substantial completion.

# ITEM 1014 "PREPAINTED METAL SHEETS (RIB TYPE, LONG SPAN. 0.4mm x 7.35m)"

#### Scope of Work

The contractor shall furnish all labor (including installation of sagrods),

materials (Except for Prepainted Metal Sheets, Rib Type, which will be provided by the CSUCC in the requisite quantity of linear meters), tools, plants, transportation, appliances and necessary to complete works under the scope of this item. Workmanship which falls short to the standards of the end-user shall be rectified by the contractor at his expense.

#### **Materials**

Materials to be used must be free from any defects and will be as follows (minimum):

| Rib-Type Prepainted Color Roof (CSUCC) | 18 pcs  |
|--|---------|
| 0.4mm x 8' Ridge Roll                  | 8 pcs   |
| Accessories (Texscrew - CSUCC)         | 640 pcs |

#### **ITEM 1018 "TILE WORKS"**

#### A. SCOPE OF WORK

The contractor shall furnish all materials (Except for Portland Cement, which will be provided by the CSUCC in the requisite quantity of bags), labor, equipment, tools, plant and other services necessary for the completion of all tile work and floor finishes as herein called for and shown on drawings.

#### General

The work of all other trades in the area where tile work is to be done shall be protected from damage in a skillfully manner and as directed.

#### Delivery and Storage

Manufactured materials shall be delivered in the manufacturer's original unbroken packages or containers that are labeled plainly with the manufacturer's name and brands. Containers for tiles shall be grades sealed.

Materials shall be stored in any weather tight enclosures and shall be handled in a manner that will prevent damage by wear or dampness.

#### B. MATERIALS

Tiles for classrooms shall follow the finishes as shown in the plans with good quality grade. Color, design, and texture shall be as approved. Tile size used must be 60 cm x 60 cm.

Ceramic Tiles other than imported tiles shall be locally manufactured, medium traffic type, of a good quality grade. Color, design, and texture shall be as approved.

Listel or Trim units shall be provided for a completely and neatly finished installation. Trim units shall be of material and finish identical to wall tiles. Portland cement shall be gray color for mortar setting bed and scratch coat.

This shall conform to the requirements of PNS 07- type 1.

Sand for mortar setting beds shall conform to the requirements of ASTM specification C44. A mixing ratio of 1:2 for cement and sand is to be used, respectively.

Water shall be potable.

#### ITEM 1027 "CEMENT PLASTER FINISH"

#### A. SCOPE OF WORK

This section includes all materials (Except for Portland Cement, which will be provided by the CSUCC in the requisite quantity of bags), labor, equipment and performance of all operations necessary to complete all plastering works indicated on drawings and specifications herein.

#### **B. PRODUCTS**

#### Materials

Sand: Shall be natural and shall pass through No. 8 sieve.

Mixed and Proportion – Except where specified otherwise, materials are specified on a volume basis and shall be measured in approved containers, which will insure that the specified proportions will be controlled and accurately maintained during the progress of work. Measuring materials with shovels will not be permitted.

#### **Proportioning**

Mixing – Contractor must implement a maximum cement-sand ratio of 1:4.

#### C. EXECUTION

Preparation – After removal of formworks, reinforce concrete surfaces shall be roughened to improve adhesion of cement plaster. Surfaces to receive plaster shall be clean and free from structural defects and shall be thoroughly damped prior to application of plaster.

#### Application

Scratch coat mortar mix shall be applied with sufficient pressure starting from the lower portion of the surface to fill the grooved and to prevent air pockets in the reinforced concrete/masonry work and avoid mortar mix drooping. The scratch coat shall be lightly broomed or scratch before surface had properly set and allowed to cure. Scratch coat shall be applied, not less than 9 mm thick and allowed to dry slowly, then this finish coat shall be applied to a thickness of not less than 3 mm.

Finish coat shall not be applied until corrective measures had been done by the Contractor on surfaces that are defective. Just before the application of the finish coat, the scratch coat surface shall be evenly moistened with potable water. Finish coat shall be floated first to a true and even surface, then troweled in a manner that will force the mixture to penetrate into the scratch coat. Surfaces applied with finish coat shall then be smooth with paper in a circular motion to remove trowel marks, checks and blemishes. All cement plaster finish shall be 16 mm thick minimum on vertical concrete and/or masonry walls.

Plaster work shall be formed carefully around angles and contours and well up to screeds. There shall be no visible junction marks where one day's work adjoins another.

Shave-off excess plaster with a straight-edge rule to smoothen surface and brushfinish. The plaster shall be cured with 4 applications of fog spray. The first spray shall be applied 12 hours after the finishing coat is completed, and three subsequent spraying shall be applied to 12-hour interval thereafter.

Workmanship – Plaster work shall be finished level, plumb, square and true, within a tolerance of 2 mm in 3 meters without waves, blisters, pits, discoloration, projection or other imperfections.

Patching – Upon completion of the work and when directed, all loose, cracked, damaged or defective plastering shall be cut and replastering abuts or adjoins any other finished works shall be done in a neat and workmanlike manner.

Cleaning – After completion of plastering work, surplus materials, debris and plaster dumps and stains on floors, windows and other surfaces shall be removed and cleaned to the satisfaction and approval of the Engineer.

#### ITEM 1032 "PAINTING, VARNISH & OTHER RELATED"

#### A. SCOPE OF WORK

The work under this Division shall include all labor, materials, equipment, plant and other facilities and the satisfactory performance of work necessary to complete all painting and varnishing according of approved color schemes and as specified herein inside the two classrooms. All work included under this Division shall be subject to the General Conditions accompanying these specifications. The Contractor and the Subcontractor for this portion of the work is required to refer especially thereto. Contractor shall only paint the interior walls/surfaces of the 2 classrooms.

#### General

Complete color scheme for painting and varnishing of the buildings (exterior and interior) shall be furnished by the Architect to the Contractor. Color schemes and varnish samples require by the contractor for approval at his expense.

All exposed work shall be protected while the building is being painted or varnished. The floors, steps, top of windowsills, and other surfaces not to be painted shall be well protected during painting by sufficient covers. Any stain, dirt, smear, etc., shall be removed by the Contractor to the satisfaction of the Architect.

#### **Surfaces Not to be Painted nor Varnish**

Neither paint nor varnished shall be applied on finishes like wash-out finish, synthetic rubble finish, glazed tile, glass, plastic, brass, bronze, aluminum and chrome finishes.

#### **Materials**

#### Paint Properties:

Painting to be used for CHB Wall, concrete, and ceiling would be acrylic solvent-based paint flat and gloss white. The contractor shall ensure the proper mixture of painting together with necessary admixtures. Colors shall be on the approval of the end-user.

#### Storage

All materials to be used in the work shall be stored in a single place to be designated by the Architect and such place shall be kept neat and clean a all times.

#### **Preparation of Surface**

#### Concrete

Allow new concrete to cure for at least four (4) weeks. All surfaces should be sound, clean, dry and free from loose and flaking materials, dust, dirt, oil, effloresce, laitance, and other contaminants. Treat with concrete neutralizer and let dry before dusting off the formed white crystalline deposits.

#### Fiber Cement Board

Clean the cement surface thoroughly before you paint it. All surfaces should be sound, clean dry and free from loose and flaking materials, dust, dirt, oil, effloresce, laitance, and other contaminants.

Flatten and smoothen any rivets and screws joinery.

Provide epoxy agent connecting both fiber cement board.

Provide 1" fiber mesh in every fiber cement board joint.

Apply putty to on fiber cement joints covering the fiber mesh and smoothen it with sandpaper to flatten the surface.

#### **Skimcoat Application**

#### Surface preparation

Remove oil, grease, dust, contaminants, and all loose grit and mortar from the surface.

Defects on concrete and fiber cement board more than 5 mm. thick should be corrected using mechanical sanders/grinder.

Moisten the surface before application.

#### Application

Using a steel trowel, apply the mixture thinly on the surface by pressing the edge of the trowel firmly on the surface until all areas are covered.

Let it dry for at least 30 minutes before applying the second coat (if necessary).

If trowel marks are visible, let surface dry for at least 30 minutes before sanding to further smoothen surfaces.

No need to neutralize the surface. Allow at least 1 day before painting.

The Contractor shall inspect all surfaces to be painted and all defects shall be remedied before starting work. Commencing of work by the Contractor indicates his acceptance of the surfaces.

No work shall be started unless the Contractor shall have made certain as to the dryness of surfaces. Tests shall be made, in the presence of the Architect or his authorized representative, to verify dryness of surfaces to be painted.

All spaces shall be broom clean.

All dust; dirt, grease, plaster and other foreign matter, which would affect the finish work, shall be removed.

All woodwork shall be sanded lightly with No. 00 sandpaper between coats.

Paint coats shall be thoroughly dried before sanding.

Touch up all knots, pitch streaks and sappy spots with shellac or other approved sealer.

Putty nails holes, crack, etc. after the first coat and with non-shrinking putty of a color to match that of the finish.

Clean all wrought iron cast iron work of all dirt and grease using paint thinner.

Remove rust and scale down to bars metals using sandpaper or wire brush.

All exposed nail heads shall be countersunk and puttied after application of priming coat. Putty shall be white lead whiting putty tinted to match that of finish.

#### Workmanship

All materials shall be evenly applied, so as to form a film of uniform thickness, free from sags, runs, crawls, or other defects. The use of heavy brush (nylon brushes for oil paints) is required. Light brushes shall not be permitted. Paints shall be thoroughly stirred so as to have the pigment evenly in suspension while pain is being applied.

In general and unless otherwise specified, and/or instructed by the Architect due to actual condition on the job, no less than 24 hours' time shall elapse between application of succeeding coats. Each coat of paint shall be allowed to dry thoroughly and inspected for approval before the succeeding coat is applied.

Except where otherwise noted or specified, all paints shall be applied in three (2) coats (priming, body, and finished coats). Each coat shall be brush applied (except as otherwise noted), spread evenly in full covering body.

Surfaces which cannot be satisfactorily finished on the number of coats specified shall have such additional coats, or such preparatory coats and subsequent coats as may be required to produce satisfactory finished work at the expense of the Contractor.

All finishes shall be uniform as to sheen, color and texture, except when glazing is required.

The painting Contractor since he is last on this project shall include in his work all final clean up and washing of window glass, spots on floors, hardware, fixture, etc.

#### ITEM SPL-1 "ELECTRICAL WORKS"

#### A. SCOPE OF WORK

The Contractor shall furnish all materials, labor, equipment, tools and services necessary to complete all work herein specified and shown in drawings.

#### B. MATERIALS

The materials to be used for electrical works:

- 2-gang Switch Set
- Convenience universal outlet with plate, 2-gang
- THHN Wire 3.5 mm<sup>2</sup>
- THHN Wire 5.0 mm<sup>2</sup>
- Electrical Tape 3M
- Lighting Fixture Set (Single Flourescent )

#### ITEM SPL-2 "STAINLESS STEEL RAILINGS"

#### A. SCOPE OF WORK

The work to be done under this section shall be the furnishing of all labor, equipment, and materials necessary to complete the work required for this pay item number. Railings to be installed must be delivered, assembled, and installed on site properly and neatly. Any workmanship which falls to the standards of the end-user and/or which does not comply with the plans and specifications of this contract shall be rectified by the contractor at his own expense.

#### **B. MATERIALS**

Materials to be used shall be at a minimum (or better) of:

- 50mm diameter stainless steel pipe 304 welded schedule 10
- 1-1/4"Ø stainless steel pipe 304 welded schedule 10
- 2" Ø Stainless Steel pipe rail wall anchorage
- Welding rods for Stainless Steel
- 1" screws

Prepared by:

Civil Engineer

Recommending Approval:

ENGRANEIL E. RAYNO

JAPHETH JAY O. VERGARA, REE Head, Planning & Development

## Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

- 1. Architectural drawings
- 2. Structural drawings
- 3. Plumbing layout plan
- 4. Electrical layout plan
- 5. Mechanical layout plan

### Section VIII. Bill of Quantities

#### Notes on the Bill of Quantities

#### **Objectives**

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

#### **Daywork Schedule**

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

#### **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

#### **Signature Box**

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.



(+63 85) 818-5583 URL: http//csucc.carsu.edu.ph Email Address: csuccofficial@gmail.com



Contract name: CONSTRUCTION OF CSUCC LABORATORY BUILDING

Contract Location: CSUCC, Cabadbaran City, Agusan del Norte

ABC: **Php 1,000,000.00** 

#### **BILL OF QUANTITIES**

| ITEM NO.                              | DESCRIPTION  | QTY.   | UNIT   |  |  |
|---------------------------------------|--|--------|--------|--|--|
| 404                                   | Reinforcing Steel  | 643.80 | kgs    |  |  |
| 405                                   | Structural Concrete  | 1.93   | cu.m.  |  |  |
| 506                                   | Masonry Works  | 46.50  | sq.m.  |  |  |
| 903                                   | Formworks & Scaffoldings                                     | 372.08 | bd.ft. |  |  |
| 1003                                  | 4.5mm Fiber Cement Board On Metal Frame<br>Ceiling           | 162.00 | sq.m.  |  |  |
| 1008                                  | Windows With Aluminum Frame                                  | 29.40  | sq.m.  |  |  |
| 1010                                  | Wooden Doors   | 8.40   | sq.m.  |  |  |
| 1014                                  | Prepainted Metal Sheets (Rib Type, Long Span, 0.4mm X 7.35m) | 275.00 | lin.m. |  |  |
| 1018                                  | Tile Works   | 162.00 | sq.m.  |  |  |
| 1027                                  | Plain Cement Plaster Finish                                  | 242.60 | sq.m.  |  |  |
| 1032                                  | Painting, Varnish & Other Related                            | 406.00 | sq.m.  |  |  |
| SPL-1                                 | Electrical Works   | 1.0    | lot    |  |  |
| SPL-2                                 | Stainless Steel Railings                                     | 1.0    | lot    |  |  |
| Bid Amoun                             |  |        |        |  |  |
| Submitted b                           |  |        |        |  |  |
| Name of Representative of the Bidder: |  |        |        |  |  |
| Position:                             | 11   |        |        |  |  |
| Name of Bi                            | uder:  |        |        |  |  |

# Section IX. Checklist of Technical and Financial Documents

#### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

### **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

| Legal D        | ocuments   |
|----------------|--|
| (a)            | Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);   |
| (b)            | or<br>Registration certificate from Securities and Exchange Commission (SEC),<br>Department of Trade and Industry (DTI) for sole proprietorship, or<br>Cooperative Development Authority (CDA) for cooperatives or its equivalent<br>document;<br>and                                    |
| (c)            | Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and  |
| (e)            | Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).   |
| <u>Technic</u> | al Documents   |
| (f)            | Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <b>and</b>  |
| (g)            | Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and  |
| (h)            | Philippine Contractors Accreditation Board (PCAB) License;   |
|                | or Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid; and Original copy of Rid Security. If in the form of a Surety Road submit also a  |
| (i)            | Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  |
| 40             | or<br>Original copy of Notarized Bid Securing Declaration; and   |
| (j)            | Project Requirements, which shall include the following: <ul><li>a. Organizational chart for the contract to be bid;</li></ul>   |
|                | b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;   |
|                | c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; <u>and</u> |
| $\bigcap$ (k)  | Original duly signed Omnibus Sworn Statement (OSS);  |

<u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

| <u>Financia</u> | <u>l Documents</u>  |
|-----------------|---|
| (l)             | The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than |
| (m)             | two (2) years from the date of bid submission; <u>and</u> The prospective bidder's computation of Net Financial Contracting Capacity  |
|                 | (NFCC).   |
|                 | Class "B" Documents   |
| (n)             | If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;  |
|                 | or  |
|                 | duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the   |
|                 | instance that the bid is successful.  |
| II. FINANCI     | IAL COMPONENT ENVELOPE  |
| (o)             | Original of duly signed and accomplished Financial Bid Form; and  |
| Other doc       | cumentary requirements under RA No. 9184  |
| (p)             | Original of duly signed Bid Prices in the Bill of Quantities; and   |
| (q)             | Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen   |
| (r)             | rentals used in coming up with the Bid; <u>and</u> Cash Flow by Quarter.  |
| (1)             | Cush Flow by Quartor.   |
|                 |   |
|                 | C requests two (2) sets of additional hard copies of bidding documents for COA d Finance Committee submission for those who submit bid manually.  |
| All phot        | ocopied/ not original document should be stamped with Certified True Copy   |

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

| REPUBLIC OF THE PHILIPPINES ) |  |
|-------------------------------|--|
| CITY/MUNICIPALITY OF ) S.S.   |  |

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. <u>In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute</u>

criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

| IN | WITNESS | WHEREOF,     | I have | hereunto | set | my | hand | this | <br>day | of | , | 20 | at |
|----|---------|--------------|--------|----------|-----|----|------|------|---------|----|---|----|----|
|    | ,       | Philippines. |        |          |     |    |      |      |         |    |   |    |    |
|    |         |              |        |          |     |    |      |      |         |    |   |    |    |

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

#### [Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

#### **Bid Securing Declaration Form**

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

| REPUBLIC OF THE PHILIPPINES) |         |
|------------------------------|---------|
| CITY OF                      | _) S.S. |

#### BID SECURING DECLARATION

**Project Identification No.:** [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request:
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

#### **Performance Securing Declaration (Revised)**

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

| REPUBLIC OF THE PHILIPPINES | 5)     |
|-----------------------------|--------|
| CITY OF                     | ) S.S. |

#### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**IN WITNESS WHEREOF,** I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of [month] [year] at [place of execution].

# [Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

#### [Jurat]

[Format shall be based on the latest Rule]

#### **Bid Form for the Procurement of Infrastructure Projects**

[shall be submitted with the Bid]

| <b>BID FORM</b> |        |
|-----------------|--------|
|                 | Date : |

Project Identification No. : \_\_\_\_\_

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: [insert name of contract];
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: [insert information];
- d. The discounts offered and the methodology for their application are: [insert information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>2</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

-

<sup>&</sup>lt;sup>2</sup> currently based on GPPB Resolution No. 09-2020

- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- 1. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

| Name:  |  |
|--|--|
| Legal Capacity:                                    |  |
| Signature:   |  |
| Duly authorized to sign the Bid for and behalf of: |  |
| Date:  |  |

# Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

\_\_\_\_\_

#### **CONTRACT AGREEMENT**

THIS AGREEMENT, made this [insert date] day of [insert month], [insert year] between [name and address of PROCURING ENTITY] (hereinafter called the "Entity") and [name and address of Contractor] (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called "the Works") and the Entity has accepted the Bid for [contract price in words and figures in specified currency] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz*.:
  - **a.** Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - **b.** Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

**c.** Performance Security;

- **d.** Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] for:

for:

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

#### Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

