

PHILIPPINE BIDDING DOCUMENTS

CONSTRUCTION OF WAREHOUSE WITH SOLAR DRYER IN THE BANGSAMORO AUTONOMOUS REGION IN MUSLIM MINDANAO (BARMM)

Government of the Republic of the
Philippines

**Sixth Edition
July 2020**

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Section I. Invitation to Bid



Republic of the Philippines
BANGSAMORO AUTONOMOUS REGION IN MUSLIM MINDANAO
OFFICE OF THE CHIEF MINISTER
BIDS AND AWARDS COMMITTEE

Bangsamoro Government Center, Governor Gutierrez Avenue, Rosary Heights VII, Cotabato City 9600

Invitation to Bid for

CONSTRUCTION OF WAREHOUSE WITH SOLAR DRYER IN THE BARMM

IB No.: OCM-SLMG-062023-024

1. The **Office of the Chief Minister, Bangsamoro Autonomous Region in Muslim Mindanao (OCM-BARMM)**, through the **General Appropriations Act Bangsamoro (GAAB) of 2022** intends to apply the sum of **Forty-One Million Four Hundred Thousand Pesos (PHP 41,400,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Construction of Warehouse with Solar Dryer in the BARMM**. The procurement consists of **Five (5) lots, to wit:**

LOT NO.	PARTICULARS	ABC	BIDDING DOCUMENTS FEE
1	CONSTRUCTION OF 7-UNIT WAREHOUSE WITH SOLAR DRYER: 1) 1-UNIT IN MOTHER KALANGANAN, COTABATO CITY, 2) 1-UNIT IN PUROK MANGONGAN, BAGUA II, COTABATO CITY, 3) 1-UNIT IN BARANGAY BONGO, UPI, MAGUINDANAO DEL NORTE, 4) 2-UNITS IN CAMP DARAPANAN, SULTAN KUDARAT, MAGUINDANAO DEL NORTE, 5) 1-UNIT IN BARANGAY KURINTEN, DATU ODIN SINSUAT, MAGUINDANAO DEL NORTE, AND 6) 1-UNIT IN BARANGAY KAKAR, DATU ODIN SINSUAT, MAGUINDANAO DEL NORTE	PHP 12,600,000.00	PHP 25,000.00
2	CONSTRUCTION OF 5-UNIT WAREHOUSE WITH SOLAR DRYER: 1) 1-UNIT IN SITIO PINDULUNAN, MUNICIPALITY	PHP 9,000,000.00	PHP 10,000.00

	<p>OF MATANOG, MAGUINDANAO DEL NORTE</p> <p>2) I-UNIT IN MARAYAG BAYANGA, MUNICIPALITY OF MATANOG, MAGUINDANAO DEL NORTE</p> <p>3) 1-UNIT IN BARANGAY KULIMPANG, MUNICIPALITY OF BULDON, MAGUINDANAO DEL NORTE</p> <p>4) 1-UNIT IN BARANGAY ARATUC, MUNICIPALITY OF BULDON, MAGUINDANAO DEL NORTE</p> <p>5) 1-UNIT IN BARANGAY SITIO BANISILAN, MUNICIPALITY OF PARANG, MAGUINDANAO DEL NORTE</p>		
3	<p>CONSTRUCTION OF 3-UNIT WAREHOUSE WITH SOLAR DRYER: 1) 1-UNIT IN BARANGAY KUDEN, MUNICIPALITY OF TALITAY, MAGUINDANAO DEL NORTE</p> <p>2) 1-UNIT BARANGAY MUSLIM, MUNICIPALITY OF GUINDULUNGAN, MAGUINDANAO DEL SUR</p> <p>3) 1-UNIT BARANGAY LINAMUNAN, MUNICIPALITY OF TALAYAN, MAGUINDANAO DEL SUR</p>	PHP 5,400,000.00	PHP 10,000.00
4	<p>CONSTRUCTION OF 3-UNIT WAREHOUSE WITH SOLAR DRYER:</p> <p>1) 1-UNIT BARANGAY DAMALUSAY, MUNICIPALITY OF PAGLAT, MAGUINDANAO DEL SUR;</p> <p>2) 1- UNIT BARANGAY UPPER IDTIG, MUNICIPALITY OF</p>	PHP 5,400,000.00	PHP 10,000.00

	PAGLAT, MAGUINDANAO DEL SUR; 3)1-UNIT IN BARANGAY BAITAL, MUNICIPALITY OF RAJAH BUAYAN, MAGUINDANAO DEL SUR		
5	CONSTRUCTION OF 5-UNIT WAREHOUSE WITH SOLAR DRYER: 1) 1-UNIT IN BARANGAY PUNONG, MUNICIPALITY OF PICONG, LANA DEL SUR; 2) 1-UNIT IN BARANGAY BARAAS, MUNICIPALITY OF PICONG, LANA DEL SUR; 3) 1-UNIT BARANGAY BORING, MUNICIPALITY OF PUALAS, LANA DEL SUR; 4) 1-UNIT BARANGAY INDANAN, MUNICIPALITY OF MALABANG, LANA DEL SUR; 5) 1-UNIT BARANGAY MATAMPAY, MUNICIPALITY OF MALABANG, LANA DEL SUR	PHP 9,000,000.00	PHP 10,000.00

Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The **OCM-BARMM** now invites bids for the above Procurement Project. Completion of the Works is required within **101 calendar days**. Bidders should have completed a contract similar to the Project. 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 **OCM-BARMM** and inspect the Bidding Documents at the address given below from **8:00 AM – 5:00 PM**.

5. A complete set of Bidding Documents may be acquired by interested bidders on **June 21-July 14, 2023, 8:30 a.m.** from given address and website/s below, upon payment of the bidding documents fee. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person**.
6. The **OCM-BARMM** will hold a **Pre-Bid Conference¹** on **June 27, 2023, 9:00 a.m.** at **Bangsamoro Planning and Development Authority Conference Hall, Bangsamoro Government Center, Cotabato City** and **via Zoom Teleconference**, which shall be open to prospective bidders. The zoom details may be requested at **ocmbac@bangsamoro.gov.ph**.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at **Bangsamoro Planning and Development Authority (BPDA) Conference Hall 1, 3rd Floor, BPDA, Bangsamoro Government Center, Cotabato City**, on or before **July 17, 2023, 8: 30 a.m.** 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 15**.
9. **Bid opening shall be on July 17, 2023, 9:00 a.m.** at **Bangsamoro Planning and Development Authority (BPDA) Conference Hall 1, 3rd Floor, BPDA, Bangsamoro Government Center, Cotabato City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **OCM-BARMM** 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.

11. For further information, please refer to:

a. Sale of Bidding b. Query on How to submit bids c. Links for online connectivity for procurement activities d. Written Clarifications on the project	Bids and Awards Committee Secretariat <u>ocmbac@bangsamoro.gov.ph</u> 0917-831-7214
Scope of Works, Plans, Drawings and Bill of Quantities	Support to Local Moral Governance- Project Management Office <u>slmg@bangsamoro.gov.ph</u> 0927-902-1155

Sgd.
MOHD ASNIN K. PENDATUN
Chairperson, Bids and Awards Committee

¹ 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.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **OCM-BARMM** invites Bids for the **Construction of Warehouse with Solar Dryer in the BARMM**, with Project Identification Number OCM-SLMG-062023-024.

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 **GAAB 2022** in the amount of **PHP 41,400,000.00**.

2.2. The source of funding is: **NGA, the General Appropriations Act or Special Appropriations**.

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: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting 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: 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 **120 CALENDAR DAYS FROM THE BID SUBMISSION**. 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

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 work, which shall be: a. Construction of Warehouse with Solar Dryer or any other contract analogous thereto; and b. at least equivalent to the 50% of the ABC.												
7.1	Not applicable.												
10.3	PCAB License Requirement is: <table><tr><th>Lot no.</th><th>Size Range</th><th>Category</th></tr><tr><td>1</td><td rowspan="5">Small B</td><td rowspan="5">C& D</td></tr><tr><td>2</td></tr><tr><td>3</td></tr><tr><td>4</td></tr><tr><td>5</td></tr></table>			Lot no.	Size Range	Category	1	Small B	C& D	2	3	4	5
Lot no.	Size Range	Category											
1	Small B	C& D											
2													
3													
4													
5													
10.4	The key personnel must meet the required minimum years of experience set below:												

	Key Personnel	General Experience (YEARS)	Relevant Experience (YEARS)
	Project Manager	5	2
	Project Engineer	5	2
	Material Engineer	3	1
	Construction Safety and Health Officer	3	1
	First Aider	1	1
	Foreman	5	1
	Others (Specify)		
	One (1) Safety Officer Per Site One (1) First Aider Per Site One (1) Foreman Per Site		
10.5	The minimum major equipment requirements are the following:		
	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Unit Needed per Site</u>
	Water Truck	1000 Li	1
	Dump Truck	12 cu.m	1
	Plate Compactor	5 Hp	1
	One Bagger Mixer	-----	1
	Concrete Vibrator	1.5 – 2.3 kw	1
	Welding Machine		1
	Bar Bender	At least 16mm dia	1
	Bar Cutter	At least 16mm dia	1
	The contractor is required to provide proof of ownership and other supporting documents for equipment owned, leased agreement for equipment to be leased, and or under purchased agreement, supported by certificate of availability of equipment from the equipment lessor/vendor for the duration of the project.		

12	Not applicable.
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than two percent (2%) of the ABC for each LOT, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than five percent (5%) of the ABC for each LOT if bid security is in Surety Bond.
16	<p>Each Bidder are requested to submit one (1) original copy and two (2) certified true copies certified by the owner or its duly authorized representative whose full name and designation should be indicated below the signature.</p> <p>With respect to the documents that are required by the PBD 6th edition to be original should be originally signed by the owner or its duly authorized representative, to wit: Statement of all ongoing government and private contract, Statement of Single Largest Completed Contract, Bid Securing Declaration, Technical Specifications, Omnibus Sworn Statement, Net Financial Contracting Capacity, Bid Form, Bill of Quantities, Detailed Estimates including summary sheet, and Cash Flow by Quarter.</p> <p>Each bidder shall submit its bid proposal to a one mother envelope that shall contain 3 more envelopes containing 3 copies of its technical and financial documents. Each of the 3 envelopes shall contain two more envelopes labeled as technical and financial component. The envelopes must be properly and separately marked and sealed.</p>
19.2	Partial bids are not allowed.
21	<p>The following documents shall be submitted by the winning bidder within ten (10) calendar days from receipt of the Notice of Award:</p> <ul style="list-style-type: none"> 1. Program of Works 2. Manpower schedule; 3. Equipment/tools utilization schedule; 4. S-Curve 5. Performance Security; 6. Construction Safety and Health Program approved by the DOLE/MOLE; and 7. PERT-CPM.

Section IV. General 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

3.1 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.

3.2 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

Special Conditions of Contract

GCC Clause	
2	n/a
4.1	n/a
7.2	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 ten (10) days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is [insert amount].
13	The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment.
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 upon substantial completion. The date by which "as built" drawings are required upon substantial completion.
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 [amount in local currency].

Section VI. Specifications

16. SECTION 02200 EARTHWORK

PART 1 GENERAL

02200.1 SCOPE

a. Work Included:

1. Furnishing of all labor equipment and material for excavation and backfilling.
2. Inspection of site to survey necessary labor, equipment and materials.
3. Excavation and hauling of excavated materials.
4. Backfilling and grading up to the property line.

b. Related Work Specified Elsewhere:

1. Preparation of sub-grade for concrete pouring.
2. Trenching and backfilling for storm sewer system.
3. Trenching and backfilling for sanitary sewer system.

02200.2 PROTECTION

- a. Provide adequate bracing and shoring to existing construction as may required.
- b. Perform all excavation work with a minimum amount of damage to work, which is to remain.
- c. Repair any damage caused by negligence of Contractor at his own expense.
- d. Provide adequate protection measures for materials, men and adjoining property.
- e. Avoid creating nuisance to adjacent areas.

02200.3 MEASUREMENT AND PAYMENT

- a. Excavation shall be measured in its original position by cross-sectioning the area excavated. Volume will be computed from the cross-section measurements by the average-end-area method.
- b. Accepted quantities will be paid for at the contract price per unit of measurement for excavation, including embankment construction.

PART 2 PRODUCTS

02200.4 MATERIALS

- a. Borrow material shall be selected, laboratory approved material obtained from off-site sources and having 3.5 percent liquid limit, and 4 to 12 percent plasticity index.
- b. Granular fill to form a capillary water barrier shall be clean, crushed, non-uniformly graded and of a size, which will pass a 25 millimeters mesh screen and be retained on a No. 4 mesh screen.
- c. Excavated material approved for used as backfill shall be free of fibers, vegetables or organic materials, boulders, large rocks or pockets, lumps or other concentration of silt, debris, or cinders.
- d. No fill material shall be placed when free water is standing in the area where fill is to be placed.

PART 3 EXECUTION

02200.5 PREPARATION

- a. Stakes and Batter Boards:
 - 1. Stake out the building accurately and establish grades. Secure the approval of the Owner and/or Architect.
 - 2. Erect batter boards and reference mark where they will not be disturbed during construction.
 - 2. Store material and conduct work in such a manner as to preserve all reference marks.
 - 3. Re-establishment of lines and grades where necessary shall be done at the Contractor's expense.
- b. Rough Grading
 - 1. Cut and fill machine grade the site area.
 - 2. Deposit materials in horizontal layers not exceeding 20 centimeter (8 inches) in depth and compact to 95% of maximum density. (Modified Proctor Test)

02200.6 EXCAVATION

- a. Foundation:
 - 1. Excavate to grade indicated.
 - 2. Excavate trenches to a near size, leveled to line at the bottom ready to receive the foundation.
 - 3. Excavation greater than required by the drawings and specifications and which is within the bearing area of walls, footings, or floor slabs shall be filled with class "D" concrete at Contractor's expense.

4. All foundations are designed for an allowable soil bearing capacity computed and the soil boring test results. Contractor shall report to the Engineer actual soil conditions uncovered and confirm soil actual capacity before any concreting is started.

b. Trenching for Utility and Foundation Drawings

1. Excavate to a point 1.0 meter beyond building line of sufficient distance from the walls and footings to allow placement removal of forms.
2. Backfill materials and concrete fill. Where excavation is at lower levels or greater depth than required for foundation, or where unsatisfactory material is removed, the excess material shall be replaced with backfill material, except below grade beams, footings or other structural concrete where fill to depth or level shall be with concrete of the same strength as specified.

02200.7 DEWATERING

- a. Water encountered during excavation shall be removed by piling or pumping, care being taken that the surrounding particles of soil are not disturbed or removed.
- b. Pump water out of excavated area throughout the construction.

02200.8 SUB-DRAINAGE

- a. Excavate trenches for underground utility system and drain lines. Grade and tamp to provide firm bed trenches for drain lines.
- b. When rock is encountered, excavate to a depth 15 centimeter below the bottom of the pipe, and before pipe is laid, the space below the pipe shall be filled with sand, gravel or crushed stone.

02200.9 SOIL COMPACTION

All existing earth within building lines that has been disturbed should be placed in 15 centimeter layers and compacted to 95% of maximum density required for fill.

02200.10 DISPOSAL OF EXCAVATED MATERIAL

Surplus materials resulting from the site excavation and grading operations shall be removed from the site and disposed off in proper manner at the Contractor's expense.

02200.11 BACKFILLING AND GRADING

- a. Backfilling:
 1. Commence after approval of construction below finish grade, underground utility system inspected and tested, form removed and the excavation clean of trash and debris.

2. Place in layers not more than 15 centimeter thick and evenly compact and ram by wetting, tamping or rolling until the correct grade is reached.
- b. Finish Grading:
 1. Place fill materials in horizontal loose layers not exceeding 15 centimeter in thickness and spread, mix and place in such manner as to produce a uniform thickness of material.
 2. Start in deepest area and progress approximately parallel to finish grade.
 3. Grade finish surface to drain water away from the building.

SECTION 02280 SOIL POISONING

PART 1 GENERAL

02280.1 SCOPE

- a. Soil Poisoning shall be executed by a duly licensed and certified termite and pest control company to guarantee the soil poisoning works for five years.
- b. Furnish material and equipment and perform labor required to complete soil poisoning work.

02280.2 EXAMINATION OF SITE

Visit the site of the work and examine the premises to fully understand all existing conditions relative to the work.

PART 2 MATERIALS

02280.3 SOIL POISONING

- a. Soil poise shall be water-base emulsions. Any of the following may be used:
 1. Benzene Hexachloride - 0.8 percent gamma isomer concentration.
 2. Chloride - 1 percent concentration.
 3. Dieldrin - 0.5 percent concentration.
 4. Aldrin - 0.5 percent concentration.
 5. Heptachlor - 0.5 percent concentration.

PART 3 EXECUTION

02280.4 APPLICATION

- a. Soil poisoning work shall not begin until all preparations for footings, CHB under grade and slab on fill have been completed.
- b. Soil Poisson shall not be applied when soil is excessively wet.

- c. After grading and leveling the soil in the ground and layer of gravel is laid preparatory to the pouring of concrete floor or soap every square meter of floor area with soil Poisoning working solution.
- d. Thoroughly drench and saturate every linear meter excavation for footings and other foundation work with soil poison working solution before pouring of concrete.
- e. 7.6 liters of soil poison working solution per 1.5 linear meter shall be applied to all area immediately below expansion joints, control joints, and all areas, where slab will be penetrate by pipe duct and other construction features.
- e. Hollow masonry walls resting on grades shall have its voids treated with 3.79 liter of soil poison working solution per 1.5 linear meter of wall. Poisons are poured directly into the hollow spaces.
- f. Prior to landscaping of the lawn, saturate very linear meter perimeter of the building about 3 meters wide with soil poison working solution.
- g. Treat earthfill thoroughly. As soon as fill is packed and levelled, drench every 1 square meter area with soil poison working solution.

02280.5 INSPECTION AND TIME

- a. One sample of concentrates toxicant shall be tested.
- b. One sample of working solution shall be tested for each 1,000 square meter of treated area. There shall be at least two sample tested.
- c. Samples shall be taken and analytical tests performed by approved testing laboratory. Test shall be paid by the Contractor. The result shall be submitted to the Owner.

02280.6 GUARANTEE

Upon completion of the work, and a condition of final acceptance, the Owner shall be furnish with a written guarantee which shall provide that: THE SOIL POISONING TREATMENT SHALL PREVENT SUB-TERRANEAN TERMITES FROM ATTACKING THE BUILDING OR ITS CONTENT FOR A PERIOD OF NOT LESS THAN 5 YEARS.

7.2. DIVISION 3 CONCRETE

17. SECTION 03100 - CONCRETE FORMWORK

PART 1 GENERAL

03100.1 SCOPE

- a. Work Included :
 - 1. All labors, materials, equipment, plant, tools and other facilities necessary to complete all concrete formwork.

2. Refer to General Conditions.
3. Work shall BE DONE IN accordance with the "NATIONAL STRUCTURAL CODE OF THE PHILIPPINES, Volume 1, 3rd Editions and the "ACI BUILDING CODE (ACI 318-latest edition)" and the National Building Code, 1988 Edition in so far as they do not conflict with specific provisions.

03100.2 PROTECTION

- a. Forms shall be used whenever necessary to confine the concrete and shape it to the required lines, or to insure the concrete of contamination with materials caving or sloughing from adjacent, excavated surfaces.
- b. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete, and shall be maintained rigidly in correct position.
- c. Forms shall be sufficiently tight to prevent loss of mortar from the concrete.
- d. Forms for exposed surfaces against which backfill is not to be placed shall be lined with a form grade plywood.
- e. Bolts and rods used for internal ties shall be so arranged that when the forms are removed all metal will not be less than two (2) centimeters from the formed surface.

PART 2 PRODUCTS

03100.3 MATERIALS

- a. Forms:
 1. Plywood, metal, plaster of Paris or plastic materials or surfaced lumber forms shall be used for all cast-in-place concrete works.
 2. In no case shall the forms for beams and slabs be less than 12 millimeters (1/2 in) thick plywood for exposed concrete, 20 millimeters (3/4 in") T & G for covered concrete.

- b. Quality:

Provide forms that will produce correctly aligned concrete. Plastering in general shall not be allowed so that care shall be exercised in the choice of surface of forms and fittings that will be in contact with concrete.

PART 3 EXECUTION

03100.4 PREPARATION

- b. Check all formwork for plumbness and correct alignments.
- b. Provide openings for column forms for cleaning and inspection preferably at lowest points of pour lifts.

- c. Provide camber as indicated in construction notes.
- d. Before placing the concrete, the contact surfaces of the form shall be cleaned of encrustations of mortar, the grout, or other foreign material, and shall be coated with a commercial form oil that will effectively prevent sticking and will not stain the concrete surfaces.

03100.5 FORMS AND SHORING

a. Removal:

1. Forms and shoring shall not be removed until concrete is adequately set and strong enough to withstand anticipated loading and in no case less than what is required in the following tabulations:

PARTS OF STRUCTURE	CLASSIFICATION OF PARTS	TIME REQUIRED
Footing	<ol style="list-style-type: none"> a. Massive footing b. Cantilever footing c. Slab Footing 	<ol style="list-style-type: none"> a. 1 day (24 hours) b. 5 days (120 hours) c. 5 days (120 hours)
Walls and Plasters	<ol style="list-style-type: none"> a. Massive Walls, 30 centimeters b. Thin Walls - less than 150mm c. Cantiliver walls 	<ol style="list-style-type: none"> a. Up to 60 centimeters (2 ft.) - 1 day (24 hours). Add 1 day for additional 90 centimeters (3 ft.) of height or fraction thereof. b. Up to 180 centimeters (6 ft.) high - 2 days (48 hours). Add 1 1/2 days (36 hours) for every additional 90 centimeters of height or fraction thereof but not more than 28 days (672 hours) a. without load same as <u>a</u> and <u>b</u>
Columns	<ol style="list-style-type: none"> a. ratio of height to least dia. up to 4 b. Ratio of height to least dia. from 4 to 15 	<ol style="list-style-type: none"> a. 2 days (48 hours) b. Add to the above number 1 day(24 hours) for every additional 90 centimeters (3 ft.) of height or fraction thereof but not more than 28 days (672 hours)
Slabs	<ol style="list-style-type: none"> a. 90 centimeters (3 ft.) to 210 centimeters (7 ft.) span 	<ol style="list-style-type: none"> a. 90 centimeters (3 ft.) span - 5 days (120 hours). Add 1/2 day (12 hours) for every 30 centimeters (1 ft.) span or fraction thereof. b. 210 centimeters (7 ft.) span - 7 days (168 hours). Add 1/2

PARTS OF STRUCTURE	CLASSIFICATION OF PARTS	TIME REQUIRED
	b. over 210 centimeters (7 ft.) span	day (12 hours) for every 30 centimeters (1 ft.) additional span or fraction thereof but not more than 28 days (672 hours)
beams and Girders	a. sides b. bottoms	a. 3 days (72 hours) b. Up to 425 centimeters (14 ft.) - 15 days (336 hours). Add ½ day (12 hours) for every 30 centimeters (1 ft.) additional span or fraction thereof but not more than 28 days (672 hours).

2. Forms and shoring may be removed earlier than specified above provided that test samples of concrete are taken and are shown to be adequately strong to carry safely, dead and construction loads to the satisfaction of the Project Engineer.
3. Forms shall be removed in a manner, which will prevent damage to the concrete. Forms shall not be removed without approval by the Project Engineer. Any repairs of surface imperfections shall be performed at once and curing shall be started as soon as the surface is sufficiently hard to permit it without further damage.

18. SECTION 03200 - CONCRETE REINFORCEMENT

PART 1 GENERAL

03200.1 SCOPE

- a. Related Work Specified Elsewhere:
 1. Concrete Formworks: ITEM 900
 2. Masonry: ITEM
 3. Thermal and Moisture Protection: ITEM 1016

03200.2 PROTECTION

- a. Storage of Materials:

Steel reinforcements shall be stored under cover or otherwise prevented from rusting.
- b. Concrete cover shall be determined before concrete pouring is started.

03200.3 DESIGN CONDITION

All Steel reinforcements shall be designed in accordance with the ACI Building Code (ACI 318-latest edition), Uniform Building Code 1988 Edition, and the National Structural Code of the Philippines, Volume 1, 3rd Edition.

03200.4 TESTING

The Owner, his duly authorized representative or the Architect shall have the right to order the test of any steel supplied by the Contractor, Such tests shall conform to the ASTM Designations enumerated below on materials. Samples shall be provided by the Contractor without cost to the Owner and expenses for testing shall be borne by the Contractor and copies of results shall be furnished to the Owner and to the Architect.

PART 2 PRODUCTS

03200.5 MATERIALS

a. Steel Bars:

1. Reinforcing steel bars to be used shall be new and free from rust, oil, grease or kinds.
2. Shall conform to the latest edition of ASTM Designation A615M Specifications.
3. Reinforcing steel for columns shall be intermediate grade. For all other parts of the structure such as beams, girders, slab, footings, walls, etc., reinforcing steel shall be structural grade, unless noted in the plan.
4. Ties and stirrups for beams and column as well as slab reinforcements may be plain bars unless noted in the plan or specified herein.

PART 3 EXECUTION

03200.6 PREPARATION

- a. Remove all loose rust or scale, adhering materials and oil or other materials, which tend to destroy bond between concrete and reinforcement before steel is placed or before pouring.
- b. All bars shall be bend cold, unless otherwise permitted by the Engineer.

03200.7 PLACING REINFORCEMENTS

a. Metal Reinforcements:

1. Placing shall be in accordance with the plans furnished. Refer to the Architect/Engineer in case of doubt or ambiguity in the placing of steel.
2. Reinforcing bars shall be accurately placed and adequately secured by concrete metal wires, or metal chair spaces.
3. Spacing of bars shall be done in accordance with the ACI - Building Code or as follows:

Clear distance between parallel bars shall be one and one half (1/2 times) the diameter for round bars, and twice the side dimension for square bars.

4. Clear distance shall not be less than 2.54 centimeters (1 inch) nor more than 1 1/3 times the minimum size of aggregates.
5. Where bars are used in two or more layers, the bars in the upper layers shall be placed directly above those in the lower layers at a clear distance of not less than 25 mm.

b. Stirrups and Ties:

Bends for stirrups and ties shall be made around a pin having a diameter of not less than 6 times the minimum thickness of the bar, except that for bars larger than 25 mm, the pin shall not be less than 8 times the minimum thickness of the bar.

03200.8 OFFSET AND SPLICES IN REINFORCEMENT

a. Splices

1. In slabs, beams and girders at points of maximum stress shall not be made, and may be allowed only upon written approval of splice details by the Project Engineer.
2. Provide sufficient lap to transfer stress between bars by bonding shear or by welding.
3. Splices in adjacent bars shall be generally staggered.
4. Unless otherwise indicated, the minimum splice length shall be 24 times the bar diameter or 300 mm whichever is greater.

- b. Offsets where changes in cross section of column occur, longitudinal bars shall be offset in a region where lateral support is afforded. The slope of the inclined portion of an offset bar with axis of column shall not exceed 1 in 6. Portions of the bar above and below an offset shall be parallel to axis of column. Horizontal support at offset bends shall be provided by lateral ties, spirals, or parts of the floor construction. Horizontal support provided shall be designed to resist 1 1/2 times the horizontal component of the computed force in the inclined portion of an offset bar. Lateral ties or spirals, if used, shall be placed not more than 150 mm from points of bend. Offset bars shall be bend before placement in the forms.

DIVISION 4 - MASONRY

SECTION 04110 CEMENT AND LIME MORTARS

PART 1 GENERAL

04110.1 SCOPE

a. Work Included:

1. All labor, materials, equipment, plans and other facilities and the satisfactory performance of all work necessary to complete all cement and masonry work shown on the drawings and specifies herein.
2. Refer to the General Conditions accompanying these specifications.

PART 2 PRODUCTS

04110.2 MATERIALS

- a. Sand : ASTM C-4
- b. Portland Cement : ASTM C150, Type I
- c. Water shall be clean and free from deleterious substances.

04110.3 MIXES

- a. Cement Mortar for Finish Coat:
 - 1 part - Portland Cement
 - 2 part - Sand but not more than 4 parts
- b. Cement Mortar for Plastering:
 - 1 part - Portland Cement
 - 3 part - Sand

PART 3 EXECUTION

04110.4 INSTALLATION

- a. Surface to receive plasters shall be cleaned of all projections, dust, loose particles, grease bone breaker another foreign matter. Plaster shall on be applies directly to concrete on masonry surface that have been coat with bituminous compound, to surface that have been painted on previously plastered. Before the plasterwork is started, masonry surface shall be wetted thoroughly with fog spray of clean water to produce a uniformly moist condition. Metal grounds, corner bend and other accessories shall be check carefully of alignment before work is started.
- b. Brown coat shall be applied with sufficient pressure to fill the groove in hollow block on concrete to prevent aid pocket and receive a good bond Brown coat shall be lightly scratch an bromide Each coat of cement plaster shall be keep moist of 48 hour after application and then allowed to dry.
- c. Finish coat shall be applied untie after brow coat has seasoned for days Just before application of the finish coat, brown coat shall again be evenly moisten with fog spray finish coat shall be float first to a true an even surface the trowel in a manner that will force the sand particle Dow into the plaster. Plaster surface shall be and free from rough areas, trowel marks, checks and blemishes.

04110.5 PATCHING

- a. Patch plaster following work of other trades.

19. SECTION 04200 UNIT MASONRY

PART 1 GENERAL

04200.1 SCOPE

- a. Furnish materials and equipment and perform labor required to complete concrete unit masonry
- b. See drawing for sizes, details and location work required.

04200.2 HANDLING AND STORAGE

- a. Handle in a manner to prevent undue chipping and breakage.
- b. Protect storage piles, stacks on bins from heavy traffic.
- c. Provide platforms to protect bottom piles from contact with soil.

PART 2 PRODUCTS

04200.3 MATERIALS

- a. Concrete Hollow Block - 100 mm x 200 mm x 400 mm and 150 mm x 200 mm x 400 mm and 200 mm x 200 mm x 800 mm.
- b. Mortar - 1 part Portland Cement, 3 parts sand
- c. Wire Ties - 16 gauge looped at both ends.
- d. Bars and Rods - ASTM Standard of masonry reinforcement and minimum diameter at 10 millimeter (3/8 inch).

PART 3 EXECUTION

04200.4 ERECTION

- a. Lay all masonry units plumb, true to line, level and with accurately spaced courses.
- b. Bond shall be kept plumb throughout. Corners and reveals shall be plumb and true.
- c. Built-in anchors, wall plug and accessories to masonry as erection progresses.
- d. Each course shall be solidly bedded in Portland cement mortar. All must be damp when laid.

- e. Units terminating against beam or slab soffits shall be wedged tight with mortar and reinforcement properly secured to dowels.
- f. Reinforcements shall be as shown in drawings. Minimum reinforcement is 12 millimeters (1/2 inch) round horizontal bars at every 3 courses and 12 millimeters (1/2 inch) round vertical bars at every 2 blocks.

04200.5 UNFINISHED WORK

- a. Unfinished work shall be stepped back for joining with new works.
- b. Before new work is started, all loose mortar shall be removed and the exposed joint thoroughly wetted not less than one hour before laying new work.

04200.6 PLASTERING

- a. Grout wall to be plastered generously and let dry.
- b. Apply scratch coat same as specified under Section 04110.4.
- c. Final plaster finish shall be 1 part Portland cement and 2part sand, and 1/4 part hydrates lime. Plaster shall conceal all joints and even-out wall surface to a uniform smooth finish using Manila Paper or rubber sponge.

04200.7 CLEANING

Wash finish wall with a solution of 10 percent by volume of muriatic acid applied with stiff fiber brushes.

04200.8 OPENINGS

- a. Provide beam blocks over or above openings not exceeding 1.20 meters span with same height and width as unit masonry blocks exceeding at least two masonry block lengths beyond the edge of the opening into the wall.
- b. Provide 2-4 longitudinal reinforcing bars each at top and bottom of beam blocks with ties at 25 centimeter (10 inches O.C.).
- c. For openings over 1.20 meters (4 ft.) in span, refer to drawing of cast-in-place design of lintel beam.

04200.9 CONSTRUCTION STANDARDS

Provisions of Section 6.10 of the National Structural Code of the Philippines, 3rd Edition, shall strictly be followed.

04200.10 TESTING

Testing of masonry materials shall be done in accordance with ASTM C140-70, METHOD OF TEST FOR CONCRETE MASONRY UNITS.

c. **DIVISION 6 WOOD AND PLASTIC**

SECTION 06100 ROUGH CARPENTRY

PART 1 GENERAL

06100.1 SCOPE

- a. Furnish materials and equipment and perform labor required to complete framing sheathing and related rough carpentry work as indicated on the drawings and/or specified herein.
- b. Include in the work, plates, straps, joints hangers, rods, dowels, rough hardware, fasteners and other miscellaneous iron and steel items pertinent to rough carpentry work.
- c. See drawings and details for location of framing, sheathing and related rough carpentry work required.

06100.2 STORAGE AND PROTECTION

- a. Stack framing lumber and plywood to insure against deformation and maintain proper ventilation.
- b. Protect lumber and plywood from elements.
- c. Lumber in contact with concrete or masonry shall be coated with asphalt or any approved preservative.

PART PRODUCTS

06100.3 LUMBER

- a. Moisture Content - not to exceed 20 percent.
- b. Grade and Trade Mark - required on each piece of lumber.
- c. Quality - lumber must be sound, thoroughly seasoned, well cut and free from wrap.
- d. Preservative and Pressure Treatment - all lumber shall be pressure impregnated with waterborne preservative like wolman salt, boiled salt and tanalite H.R. Surface, cut after treatment, shall be brush coated with same preservative.

06100.4 PLYWOOD

Unless otherwise specified or indicated in drawings, use the following:

- a. For Interior Plywood: Use 6 millimeter (1/4 inch) thick.
- b. Pressure Treatment: All plywood shall be pressure treated.

06100.5 ROUGH HARDWARE AND METAL FASTENERS

Plates, straps, nails, spikes, screws, bolts, joists, hangers, rods, dowels, fasteners and miscellaneous iron and steel items shall be of size and types to rigidly secure members in place.

PART 3 EXECUTION

06100.6 INSTALLATION

- a. Framing shall be cut square on bearings, closely fitted, accurately set to required lines and levels and rigidly secured in place. Plans and dress side of frames that will receive wallboards or sidings.
- a. Wood Furring and Nailers shall be in accordance with detailed drawings. Where not indicated on the drawings or mentioned herein, furring trips shall be 2.5 centimeter x 5 centimeter (1" x 2") spaced at 40 centimeter (16 inches) on center both ways. Fasten wood furring securely by expansion bolts or other approved device at every 60 centimeter (2 ft.) on center. Wood plugs shall not be used.

06100.7 SCHEDULES

- a. Treated Apitong Lumber shall be used for:
 - 1. Vertical and Horizontal Studding of Wood Partitions.
 - 2. Ceiling Nailers and Ceiling Joists
 - 3. Other Related Rough Lumber Works
- b. Well-seasoned Yakal shall be used for all plates, plugs and other portions of the work directly in contact with concrete or masonry.

20. SECTION 07610 SHEET METAL ROOFING

PART 1 GENERAL

07610.1 SCOPE

- a. Furnish materials and equipment and perform labor required to complete:
 - 1. sheet metal roofing
 - 2. metal roof flashing and trim
- b. See drawings and details for sizes and location of work required.

07610.2 SAMPLES

Submit samples of sheet metal flashing and trim, grilled and louvers.

07610.3 GUARANTEE

THE CONTRACTOR SHALL ISSUE A WRITTEN GUARANTEE TO THE OWNER TO MAINTAIN ENTIRE ROOF FLASHING AND COUNTER FLASHINGS IN A WATERTIGHT CONDITION FOR A PERIOD OF FIVE (5) YEARS.

PART 2 PRODUCTS

07610.4 MATERIALS

- a. Corrugated Sheets - Gauge 26 galvanized iron zinc coated by hot dip process.
- b. Plain Sheets - Gauge 26 galvanized iron sheet zinc coated by hot dip process.
- c. Solder - Standard solder for galvanized iron sheets.

PART 3 EXECUTION

07610.5 INSTALLATION OF SHEET METAL ROOFING

- a. Space purlins to fit sizes of the sheets so that center line of purlins will come of line 15 centimeters (6 inches) from bottom line of end laps.
- b. Space intermediate purlins equidistant from purlins at end laps.
- c. Minimum end lap shall be 25 centimeters (10 inches). Minimum side lay shall be 2-1/2 corrugations.
- d. Lay sheets in a manner such that vertical joints are broken. Lay top sheets with side corrugation down. Nail upper end of each sheet securely to purlins with 8-d G.I. nail in the valley of every second corrugation. The upper end of each sheet shall be covered by other sheets or by ridge and hip rolls.
- e. Secure lower end of first sheet laid at gutter line by straps to the purlins after gutter hangers are in place. Use No. 24 gauge strap one inch wide with corners clipped off at riveting ends. Bend strap around purlins and rivet to the sheets.
- f. Place first row of straps at gutter line. Then rivet the lower end of every sheet to the sheet beneath at the top of every fourth corrugation. Such rivets to alternate with rivets engaging top line of straps.
- g. Rivet side laps with two lines of rivets staggered and spaced not to exceed 23 centimeters (9 inches) on centers.
- h. Rivets must be anchored on top of corrugations.

07610.6 RIDGE ROLLS, HIP ROLLS AND VALLEY

- a. Use Gauge 24 ridge roll. Minimum lay of ridge roll shall be 30 centimeters (12 inches) over roofing sheets. Rivet ridge to roofing sheets at top of every fourth corrugation in addition to rivets engaging top line of straps

- b. Use Gauge 24 hip roll. Minimum lay of hip roll shall be 30 centimeters (12 inches) over roofing sheets. Rivet hip roll at every second corrugation.
- c. Use Gauge 24 valley. Project 45 centimeters (18 inches) away and under roofing sheet edge each way and secure to framework with G.I nails spaced not to exceed 30 centimeters (12 inches) on center.

07610.7 FLASHING AND COUNTER FLASHING

- a. Use Gauge 24 plain G.I. sheet for flashings at intersection of roof and parapet walls. Raise one wing of flashing not less 20 centimeters (8 inches) high terminated at horizontal reglet.
- b. Where corrugation run parallel to the walls, corrugate one wing of the flashing sheet to match corrugation of G.I. sheets which other wing shall go up against the walls and counterflashed.

7.3. DIVISION 8 - DOORS AND WINDOWS

21. SECTION 08210 ROLL UP DOORS

PART 1 GENERAL

08210.1 SCOPE

- a. Furnish materials and equipment and perform labor required to complete Roll up Doors.
- b. See drawings and details for sizes, location, extent and other requirements.

08210.2 SAMPLES

Submit sample corner sections of for concrete louver windows.

08210.5 FABRICATION

- a. Assemble joints in doors with water-resistant glue keep doors under pressure until glue has thoroughly set.
- b. Sand smooth finished door. Door must have tiger joints and clear-cut moldings.
- c. Faces shall be free from defects or machine marks that will show through the finish.
- d. Wood flush doors hollow core:
 - 1. Size, design and thickness shall be as indicated on the drawings.
 - 2. Doors shall have cross banding, and faces of two or more plies with a combined minimum thickness of 2.5 millimeters (1/10 inch) after

sanding. Face veneer shall be first class quality selected plywood either rotary-cut or sliced-cut.

Provide lock blocks of size required for hardware use. Rails and side edge bands shall be of hardwood same as face veneer.

3. Doors shall be rimmed square and factory pre-fit to standard sizes.

PART 3 EXECUTION

08210.6 INSTALLATION

- a. Each door shall be accurately cut, trimmed and fitted to its frame and hardware.
- b. Give allowance for painter's finish and possible swelling or shrinkage.
- c. Clearance at lock and hanging stiles and at top shall not exceed 3 millimeters (1/8 inch). At bottom, not bigger than 6 millimeters (1/4 inch).
- d. All corners shall be rounded to 1.5 millimeters (1/16 inch radius). Lock and rail edges shall be slightly leveled.
- e. The screws for hardware shall not be driven, but merely started by driving and then screwed home.
- f. All doors shall operate freely and with all hardware properly adjusted and functioning.

08210.7 SCHEDULE

Refer to Schedule of Drawings.

22. SECTION 09900 PAINTING

PART 1 GENERAL

09900.1 SCOPE

- a. Furnish materials and equipment and perform labor required to complete painting and varnishing works
- b. See Drawings for location, quantity and extent of surfaces to receive paints.

09900.2 DELIVERY OF MATERIALS

- a. Deliver at jobsite in original container with labels intact and seals unbroken.
- b. Submit to Owner the manufacturer's certificate of origin and quality of paints including quantity purchased.

09900.3 QUALIFICATION OF PAINTING CONTRACTOR

- a. Painting contractor shall be approved by the Owner

09900.4 TEST PANELS

- a. Sample panels of selected color or shade shall be prepared on 60 centimeters (2 feet) plywood panel for approval by the Architect.

09900.5 PROTECTION

- a. Provide all drop cloth and other coverings requisite to protection of floors, walls, aluminum, glass, finishes and other works.

PART 2: PRODUCTS

09900.6 PAINT MATERIALS

- a. Tinting colors and thinning materials must be the same brand as the paint specified

09900.7 SCHEDULE

EXTERIOR

a.	Exterior concrete painted surface	3 coats Acrylic base masonry paint
b.	Exterior concrete exposed aggregate finish	one coat water repellant
c.	Exterior metal ferrous	prime with epoxy enamel primer
d.	Exterior metal galvanized	prime with zinc chromate primer
e.	Exterior wood painted	3 coats oil based paint
f.	Exterior wood varnished	water repellant varnish

INTERIOR

a.	Interior concrete or masonry painted	2 coats acrylic base masonry paint
b.	Interior concrete exposed aggregate finish	no paint
c.	Interior metal ferrous	prime with epoxy enamel primer follow 2 coats enamel paint
d.	Interior wood work sea-mist	3 coats 3 part thinner 1 part lacquer paint apply wood filler
e.	Interior wood work varnish	1 st coat - one part sanding sealer to one part solvent 2 nd coat - 2/3 sanding sealer, 1/3 solvent

		3 rd coat - same as 2 nd coat 4 th coat pure solvent
f.	Interior woodwork painted	3 coats oil base paint

PART 3 : EXECUTION

09900.8 PREPARATION OF SURFACES

	PREPARATION	TREATMENT	SURFACE CORRECTION
CONCRETE AND MASONRY WORKS	Remove all loose dirt excess mortar or any film left from oil, grease, or concrete curing compound	Treat with one kilo of zinc sulphate crystal to a 4.5liters of water (1 gal.)	Putty surface with patching compound
WOOD WORK	Thoroughly sand to remove excessive roughness, loose edges silvers and splinters then brush to remove dust	Knots, sappy streaks, and stain from wood preservatives shall be given a thin coat of shellac.	Fill all cracks, nail holes and other surface defects with patching paste or putty
METAL WORK	Remove rust, grease or other foreign matter	Wash with metal treatment solution	Scrape, wire-brush, sand-blast or clean with flame

09900.9 GENERAL WORKMANSHIP

- a. All paints shall be evenly applied. Coats shall be of proper consistency and well brushed out so as to show a minimum of brush marks.
- b. Thoroughly stir paint to keep pigment evenly in suspension when paint is being applied.
- c. All coats shall be thoroughly dry before the succeeding coat is applied. Allow at least 24 hours between application of coats.
- d. If surface are not fully covered or cannot be satisfactorily finished in the number of coats specified, such preparatory coats and subsequent coats as may be required shall be applied to attain the desired evenness of the paint without extra cost to the Owner.
- e. If surface is not in proper condition to receive paint, the Project Inspector shall be notified immediately. Work on the questioned portion shall not commenced until receipt of order to proceed from the Project Inspector.
- f. Hardware, hardware accessories, plates, lighting fixtures and other similar items shall be removed or otherwise protected during the painting operations and reinstalled after completion of work.

09900.10 PROCEDURE FOR SEA-MIST FINISH

- a. Depress wood grain by steel brush and sand surface lightly.
- b. Apply sanding sealer
- c. Apply two coats of industrial lacquer paint.
- d. Spray last coat mixed with lacquer.
- e. Apply paste wood filler thinned with turpentine or paint thinner to wood surface
- f. Wipe off pastewood filler immediately
- g. Spray flat or gloss lacquer whichever is specified.

09900.11 PROCEDURE FOR VARNISH FINISH

- a. Sand surface thoroughly
- b. Putty all cracks and other wood imperfections with paste filler
- c. Apply oil stain
- d. Apply lacquer sanding sealer
- e. Sand surface along grain
- f. Spray three coats of clear lead flat lacquer
- g. Polish surface using cloth pad
- h. Spray gloss lacquer if glass finish is desired.

09900.12 PROCEDURE FOR DUCCO FINISH

- a. Sand surface thoroughly
- b. Apply primer surface white or gray by brush or spray
- c. Apply lacquer paint spot putty in thin coat. Allow each coat to become thoroughly dry before applying next coat.
- d. Apply primer surfacer, Allow 2 hours drying time before applying the next coat.
- e. Apply one (1) coat of flat tone semi-gloss enamel as per Architect's color scheme.

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.]

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.

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	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
<u>Technical Documents</u>	
<input type="checkbox"/>	(e) 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; and
<input type="checkbox"/>	(f) 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
<input type="checkbox"/>	(g) 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
<input type="checkbox"/>	(h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
	(i) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	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;
<input type="checkbox"/>	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; and
<input type="checkbox"/>	(j) Original duly signed Omnibus Sworn Statement (OSS); and 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>Financial Documents</u>	
<input type="checkbox"/>	(k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
Class "B" Documents	

<input type="checkbox"/>	(l) 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; <u>or</u> 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. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	(m) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
<input type="checkbox"/>	(n) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
<input type="checkbox"/>	(o) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; <u>and</u>
<input type="checkbox"/>	(p) Cash Flow by Quarter.

Section X. Bidding Forms

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: OFFICE OF THE CHIEF MINISTER

Bangsamoro Government Center, Cotabato City

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 guidelines² 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;
- 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].
- l. 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.

² currently based on GPPB Resolution No. 09-2020

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

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: *Office of the Chief Minister*

Bangsamoro Government Center, Cotabato City

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

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at ____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

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 Office of the Chief Minister, 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 Office

of the Chief Minister, 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. 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 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 __ day of __, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Statement of Single Largest Completed Contract Similar to the Contract to be bid

Name/Title of the Single Contract:

Parties to the Contract:

a. _____; and

b. _____

Amount of the Contract: _____ (inclusive of all applicable taxes and other charges/VAT exclusive)

Date of Completion: _____

Contract Period/Duration: _____

Description of Similar Contract: (description should show similarity with the requirement) _____

Supporting Documents attached showing the above information. Please put a check (√) mark on the document submitted:

- | | |
|--|--|
| <input type="checkbox"/> Contract | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Job Order | <input type="checkbox"/> Certificate of Acceptance |
| <input type="checkbox"/> Purchase Order | <input type="checkbox"/> Certificate of Satisfactory Performance,
<i>if available</i> |
| <input type="checkbox"/> Notice of Award | <input type="checkbox"/> Statement of Account showing payment |
| <input type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Delivery Receipt |
| <input type="checkbox"/> Sales Invoice | <input type="checkbox"/> Others:_____ |
| <input type="checkbox"/> Official Receipt | |

For purpose of validating the similar contract, the bidder shall provide the following:

a. Name of Contact Person: _____

b. Active/Working Telephone (landline/mobile number/s) and Fax number/s:

c. Active/Working E-mail address/es: _____

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS

Name of the Company: _____

Address: _____

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING AWARDED BUT NOT YET STARTED

Name of Contract	a. Name of the Procuring Entity; b. Contact Person; c. Address; d. Contact Nos:	a. Contract References (PO/Contract); b. Contract Date c. Contract Duration	a. Estimated Completion or Delivery	Contract Amount	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
					Planned	Actual	
GOVERNMENT							
PRIVATE							
					Total Cost		

This statement shall be supported by:

1. Notice of Award;
2. Contract, if applicable; and
3. Notice to Proceed, if applicable.

Submitted by:

NAME OF THE BIDDER OR ITS AUTHORIZED REPRESENTATIVE AND ITS SIGNATURE

Designation



