



**Philippine Rice Research Institute**  
Central Experiment Station  
Maligaya, Science City of Muñoz, 3119 Nueva Ecija

Quality Rice. Quality Life.

**BIDDING DOCUMENT**

**FOR THE**

**IMPROVEMENT OF EXISTING AND INSTALLATION OF**

**NEW PUMPHOUSE WITH ENGINE FOR THE FIELD AT**

**PHILRICE CENTRAL EXPERIMENT STATION**

**under**

**PB Infra 20-04-04**

# TABLE OF CONTENTS

<b>Glossary of Terms, Abbreviations, and Acronyms.....</b>	<b>4</b>
<b>Section I. Invitation to Bid .....</b>	<b>6</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid .....	11
2. Funding Information .....	11
3. Bidding Requirements.....	11
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices .....	11
5. Eligible Bidders.....	12
6. Origin of Associated Goods .....	12
7. Subcontracts .....	12
8. Pre-Bid Conference.....	12
9. Clarification and Amendment of Bidding Documents.....	13
10. Documents Comprising the Bid: Eligibility and Technical Components .....	13
11. Documents Comprising the Bid: Financial Component .....	13
12. Alternative Bids .....	14
13. Bid Prices .....	14
14. Bid and Payment Currencies.....	14
15. Bid Security.....	14
16. Sealing and Marking of Bids.....	15
17. Deadline for Submission of Bids .....	15
18. Opening and Preliminary Examination of Bids .....	15
19. Detailed Evaluation and Comparison of Bids .....	15
20. Post Qualification.....	16
21. Signing of the Contract .....	16
<b>Section III. Bid Data Sheet.....</b>	<b>17</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>20</b>
1. Scope of Contract.....	21
2. Sectional Completion of Works .....	21
3. Possession of Site.....	21
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
<b>Section V. Special Conditions of Contract.....</b>		<b>25</b>
<b>Section VI. Specifications .....</b>		<b>27</b>
<b>Section VII. Drawings.....</b>		<b>52</b>
<b>Section VIII. Bill of Quantities .....</b>		<b>53</b>
<b>Section IX. Checklist of Technical and Financial Documents.....</b>		<b>60</b>
<b>Section X. Forms .....</b>		<b>63</b>

# ***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.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.

## ***Section I. Invitation to Bid***

## Invitation to Bid for the Improvement of Existing and Installation of New Pumphouse with Engine for the field at the PhilRice Central Experiment Station (PB Infra 20-04-04)

1. The *Philippine Rice Research Institute*, through the *2020 Corporate Fund Budget* intends to apply the sum of *Two Million Nine Hundred Thirteen Thousand One Hundred Six Pesos and 88/100 Only (PhP 2,913,106.88)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Improvement of Existing and Installation of New Pumphouse with Engine for the field at the PhilRice Central Experiment Station under PB 20-04-04*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Philippine Rice Research Institute* now invites contractors with PCAB license of at least **Category C & D/Small B** for the above Procurement Project. Completion of the Works is required **One Hundred Twenty Calendar Days (120 CD)**. 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. Prospective Bidders may obtain further information from *PhilRice* through telecommunication or video conferencing during office hours and inspect the Bidding Documents at the PhilGeps and PhilRice website, kindly refer to the schedule below.
5. A complete set of Bidding Documents may be acquired by interested bidders from the 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 THREE THOUSAND PESOS ONLY (PhP 3,000.00)*.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the deadline of submission of their bids.

Bidders are encouraged to download the Bidding Documents through the PhilGEPS or the PhilRice website and pay through bank. Please coordinate with the BAC Secretariat through the email address and contact number given below for the bank details and procedures.

6. The **Philippine Rice Research Institute** will hold an online/virtual Pre-Bid Conference on the date specified below which shall be open to all prospective bidders.  
Prospective bidders need to signify their intention to participate by sending an email to the address given below. A Personal Meeting ID will be sent through SMS or email for each participant at least one day before the event.
7. Bids must be duly received by the BAC Secretariat at the address below one (1) day before the opening of bids. through manual submission at the office address as indicated below.  
  
Face to face and online/virtual Bid Opening shall be held on the date specified below. Bids will be opened in the presence of the bidders' representatives (limited number only) who choose to attend at the address below. 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 held on the given schedule below and bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Philippine Rice Research Institute** 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. Please refer to the following schedule of activities:

Activity	Date	Remarks
Acceptance of Queries through Telephone or Video Call with the BAC Secretariat	November 4-6, 9-13,16-20,23-25, 2020 8 AM - 12:00 NN	Queries on the bid documents only. Queries on the technical specifications should be in formal writing sent through email or fax.
Availability of Bid Documents and Acceptance of Payment	November 4-6, 9-13,16-20,23-25, 2020 8 AM - 12:00 NN	Downloadable through PhilGEPS, PhilRice Website and can be requested through email. Please call BAC Secretariat for the procedures of online payment
Pre-Bid Conference (Virtual/Online)	12 November 2020 Roll Call: 1:30 PM Meeting Proper: 2:00 PM	Interested bidders shall signify intention to bid through email. A Personal Meeting ID will be sent through email to confirmed participants.
Deadline for the Submission of Bids	25 November 2020 5:00 PM	Through personal delivery at the designated drop off point. Can also be sent through courier.
Bid Opening (Face to Face & Virtual/Online)	26 November 2020 Roll Call: 9:00 AM Meeting Proper: 9:30 AM	A Personal Meeting ID will be sent to participants who submitted bid proposal on time.



12. For further information, please refer to:

**THE BAC SECRETARIAT**

Procurement Management Division  
Philippine Rice Research Institute  
Maligaya, Science City of Munoz, Nueva Ecija  
Telefax: (044) 456-0650  
Mobile No. 09209135104  
Website: [www.philrice.gov.ph](http://www.philrice.gov.ph)

13. You may visit the following websites:

For downloading of Bidding Documents:

**[www.philrice.gov.ph](http://www.philrice.gov.ph) and [www.philgeps.gov.ph](http://www.philgeps.gov.ph)**

Date: October 13, 2020

**SOPHIA T. BORJA**

Chairperson-BAC for Infrastructure

## ***Section II. Instructions to Bidders***

# Instruction to Bidders

## 1. Scope of Bid

The Procuring Entity, *Philippine Rice Research Institute*] invites Bids for the **IMPROVEMENT OF EXISTING AND INSTALLATION OF NEW PUMPHOUSE AT PHILRICE CENTRAL EXPERIMENT STATION** with Project Identification Number **PB 20-04-04**.

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 **2020 Corporate Fund Budget** in the amount of **Two Million Nine Hundred Thirteen Thousand One Hundred Six Pesos and 88/100 Only (Php 2,913,106.88)**

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed Corporate Operating Budget.

## 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 “P” 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. 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 and either at its physical address **see Schedule of activities above** and/or through videoconferencing/webcasting} as indicated in paragraph 11 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 for **120 calendar days from the date of opening of bids**. 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 11 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 11 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:  <b><i>Improvement of Existing and installation of New Pump House and PB 20-04-04.</i></b>																																							
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10.4	<table><tr><td colspan="3">The key personnel must meet the required minimum years of experience set below:</td></tr><tr><td><u>Key Personnel</u></td><td><u>General Experience</u></td><td><u>Relevant Experience</u></td></tr><tr><td>Project Manager</td><td>Project Management</td><td>5 years</td></tr><tr><td>Project Engineer</td><td>General Construction</td><td>5 years</td></tr><tr><td>Materials Engineer</td><td>Materials Testing</td><td>5 years</td></tr><tr><td>In-house Health &amp; Safety Officer</td><td>Occupational Health and Safety Standard</td><td>5 years</td></tr><tr><td>Master Plumber</td><td>General Construction</td><td>5 years</td></tr><tr><td>Foreman</td><td>General Construction</td><td>10 years</td></tr></table>	The key personnel must meet the required minimum years of experience set below:			<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	Project Management	5 years	Project Engineer	General Construction	5 years	Materials Engineer	Materials Testing	5 years	In-house Health & Safety Officer	Occupational Health and Safety Standard	5 years	Master Plumber	General Construction	5 years	Foreman	General Construction	10 years															
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15.1	<table><tr><td colspan="2">The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</td></tr><tr><td>a.</td><td>The amount of not less than <b>Php 58,262.14</b> <i>[Insert two percent (2%) of ABC]</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</td></tr><tr><td>b.</td><td>The amount of not less than <b>Php 145,655.34</b> <i>[Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond.</td></tr></table>	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:		a.	The amount of not less than <b>Php 58,262.14</b> <i>[Insert two percent (2%) of ABC]</i> , 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 <b>Php 145,655.34</b> <i>[Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond.																																	
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19.2	<b>Partial bids are not allowed:</b>																																							

20	<p>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) for the last six months</p> <p>VAT Returns (Form 2550M &amp; 2550Q) or Percentage Tax Return (2552M) with proof of payment</p>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p>

## ***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

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***

## Special Conditions of Contract

GCC Clause	
2	<b><i>The intended completion date in One Hundred Twenty (120) calendar days</i></b>
4.1	<i>No further instructions</i>
6	<i>No further instructions</i>
7.2	<p><i>[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.</i></p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:] Five (5) years.</i></p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:] Two (2) years.</i></p>
10	a. 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 <b><i>seven (7)</i></b> 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 <b>1% of the amount of progress billing</b>
13	The amount of the advance payment is not more than <b><i>15% of the total contract price.</i></b>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	<p>The date by which operating and maintenance manuals are required <b><i>upon project completion.</i></b></p> <p>The date by which "as built" drawings are required <b>upon project completion.</b></p>
15.2	<p>The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <b>Fifteen Thousand Pesos Only (PhP 15,000.00).</b></p> <p><b>Close-Out Report</b> is required upon completion which includes the following:  <b>As-Built Plans</b> (3 copies A3-print and CD for AutoCAD file);  <b>Materials Book</b> (including all Materials Sample Approval forms);  <b>Manuals/ Warranty Certificates</b> for equipment/ appliances (if applicable);  <b>Pictures of Work Progress</b> (in print and in CD for electronic copy)  Refer to Section VI for complete details of the Close-Out Report.</p>

## ***Section VI. Specifications***

### **A. GENERAL REQUIREMENTS**

#### **A. SUMMARY OF WORKS**

1. **General** - All provisions of the “General Conditions of Contract” shall form part of this section. All general requirements contained in the Bidding Documents and other Contract Documents shall likewise apply.
2. **Scope** - The work includes the furnishing of all materials, labor, tools and equipment and the performance of all operations necessary for the **Improvement of existing and installation of new Pumphouses with Engines for the research field at PhilRice CES** all in accordance with the Plans and Specifications, and subject to the terms and conditions of the Contract Documents.
3. **Location** - The proposed work is located at the **PhilRice Central Experiment Station, Maligaya, S. C. Muñoz, Nueva Ecija.**

### **B. COORDINATION**

#### **Supervision**

1. The contractor must employ only **competent and efficient key personnel** experienced in their specialization.
2. Submission of the **complete list of ALL personnel/laborers** employed is **required** before commencement of Works.
3. All personnel/laborers shall wear **proper uniform and IDs** when entering and when within PhilRice Campus.

#### **2. Construction Safety and Health/Safety Management**

The contractor shall put up and continuously maintain **adequate safety measures** that shall prevent undue loss, damages and injury on workers, or loss of properties.

The contractor shall, at his own expense, furnish his workers with protective equipment for eyes, face, hands and feet, lifeline, safety belt/harness, protective shields and barriers whenever necessary by reason of the hazardous work process or environment, chemical or radiological or other mechanical irritants of hazards capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical agent.

### **C. REGULATORY AND OTHER REQUIREMENTS**

#### **Other Requirements**

All requirements described in detail in the General Requirements shall be provided and shall be the sole responsibility of the Contractor in the execution of the work. These are, among others:

1. Permits and Fees
2. Materials Testing
3. Project/Technical Meetings and Conferences

The Contractor and others working under his jurisdiction shall perform work in compliance with the rules and regulations and ordinances of any kind required by the governmental authority or other agency having jurisdiction over his work.

He shall also comply with the Integrated Management System (IMS) Policy of PhilRice.

## **D. PROJECT/TECHNICAL MEETINGS**

### **1. Pre-Construction Conferences**

A pre-construction meeting between the Implementing Office, end user, project engineer and other representatives designated by PhilRice, and the Contractor shall be held at the site prior to the commencement of Works.

This meeting shall be for the purpose of:

- a. resolving current problems;
- b. further orienting the Contractor to the requirements of the Drawings and Specifications;
- c. informing the Contractor of the Implementing Office's responsibility to PhilRice for the supervision; and
- d. working out with the Contractor a general schedule of supervision

### **2. Progress Meetings**

The Contractor shall meet with the Implementing Office weekly or as required to verify the progress of the work.

## **E. SUBMITTALS**

### **1. Construction Schedules**

The Contractor shall contact the Implementing Office before covering up any work so that proper inspection may be made.

### **2. Network Analysis Schedules**

The Contractor shall prepare a PERT-CPM Construction Schedule to indicate the following:

- a. All activities necessary to complete the project;
- b. Monthly value of each activity.

### **3. Shop Drawings, Product Data and Samples**

The Contractor shall review, stamp with his approval, and submit shop drawings and submittals for approval of the Implementing Office for conformance of the design concept and information given in the Contract Documents. **The work shall be in accordance with the Drawings and Specifications.**

Where specified or required, the Contractor shall submit samples to the *end user/project engineer with the bill of materials as reference*, together with specification material, affidavits and other documentation as may be required by the *PhilRice*. **It is the Contractor's specific responsibility to ascertain that the samples submitted have been checked and approved.** The cost of the samples together with the transportation, delivery and any other costs shall be borne by the Contractor.

Where samples are specifically required to be submitted for approval, **no work involving the samples/materials shall proceed until written approval has been obtained.**

#### **4. Close-Out Report**

Upon completion of the Works the Contractor shall furnish PhilRice the required **Close-Out Report** as indicated in SCC Clause 51.2 which shall be a **prerequisite for the processing of the final payment.**

The Close-Out Report shall include, but not limited to, the following:

- a. "AS-BUILT" Plans - three (3) copies in print (A3-size), and CD for AutoCAD file;
- b. Materials Book containing Materials Sample Approval forms, and list of all materials used, with corresponding pictures and description;
- c. All Operating and Maintenance Manuals and Warranty Certificates for equipment/appliances, if applicable;
- d. Pictures of Work Progress (in print and in CD for electronic copy);
- e. Other compiled pertinent documents such as notices issued by PhilRice or requests forwarded by the Contractor, etc.

**The Contractor shall produce and submit the required Close-Out Report, at his own expense, for approval of the institute.**

#### **F. CLEANING**

##### **Demobilization and Clean-Up**

The Contractor shall be responsible for the **general cleaning and demobilization of all tools, surplus materials and equipment** used in the execution of the work.

## **II. SITEWORK**

### **A. SITE PREPARATION**

#### **a. General**

- a. **Scope** - This section includes labor, materials, equipment, plant and other facilities and the satisfactory performance of all work necessary to complete clearing, grubbing, stripping, and all other site preparation works.
- b. **Protection**
  - ✦ **Workmen:** Provide adequate measures to protect workmen and public in the site.
  - ✦ **Surrounding Area:** Protect existing buildings and other structures from damage, and repair damage caused by this work at no additional cost to PhilRice.

- ✦ **Utility Lines:** Existing utility lines indicated or locations of which are made known to the Contractor prior to excavation, and that which are indicated to be retained, as well as utility lines constructed during excavation operations, shall be protected from damage during excavating and backfilling, and if damaged, shall be repaired at no extra cost. Site survey shall be conducted by the Contractor to acquaint with existing utility lines. Proper measures shall be taken and immediate information forwarded to the Implementing Office when utility lines are encountered within the area of operation.

Where utility lines are encountered within the area of operations, the Contractor shall notify the Implementing Office in ample time for the necessary measures to be taken interruption of the service.

- ✦ **Survey and Grades:** The drawings indicate layout of grounds and building and existing and final site grades. Contractor shall be responsible for laying out site and buildings and setting stakes in complete conformity with the drawings.
- ✦ **Disposal of Cleared Materials:** Dismantled materials and other refuse resulting from the clearing operations shall be disposed of by removing from the site at the Contractor's expense. Materials shall be disposed outside the limits of the project site

### III. CONCRETE AND REINFORCED CONCRETE

#### A. GENERAL

Unless otherwise specified herein, concrete works shall conform to the requirements of the ACI Building Code. Full cooperation shall be given other trades to install embedded items. Provisions shall be made for setting items not placed in the forms. Before concrete is placed, embedded items shall have been inspected and tested for concrete aggregates and other materials shall have been done.

#### B. MATERIALS

1. Cement for the concrete shall conform to the requirements of specifications for Portland Cement (ASTM C-150) (Union, Republic, Pacific Cement only).
2. Water used in mixing concrete shall be clean and free from other injurious amounts of oils, acids, alkaline, organic materials or other substances that may be deleterious to concrete or steel.
3. **Fine Aggregates/Sand shall consist of hard, tough, durable, uncoated**, and clean particles, or S-1. The shape of the particles shall be generally rounded or cubicle and reasonably free from flat or elongated particles. The stipulated percentages of fines in the sand shall be obtained either by the processing of natural sand or by the production of a suitably graded manufactured sand. Signs of more than 10% soil content for every delivery shall be rejected.
4. Coarse Aggregates shall consist of **WASHED AGGREGATES**. Coarse aggregates shall consist of hard, tough, durable, clean particles. The size of coarse aggregates to be used in the various parts of the work shall be ¾" for all concreting work.
5. Gravel base for footings, footing tie beams, shall be compacted and could be bigger (1" and above) in size.

Gravel bedding shall be 0.05 m. thick, and 1" in size.

### C. PROPORTIONING AND MIXING

1. **Proportions** of all materials entering into the concrete shall be as follows:

Mix	Cement	Sand	Gravel
Class AA	1	2	3
Class A	1	2	4
Class B	1	2-1/2	5
Class C	1	3	6

2. **Class of Concrete** – unless otherwise specified/indicated in the plans, concrete mix shall be Class A, and shall have a 28-day strength of 3000 psi, for all concrete work (with “fly ash” additive).
3. **Mixing** – concrete shall be machine mixed. Mixing shall begin within 30 minutes after the cement has been added to the aggregates. In the absence of a concrete mixer, manual mixing is allowed, provided sampling shall be done 3 days before pouring (to attain good result).
4. **Slump Test & Cylinder Samples.** Slump test shall be conducted before pouring of mixed concrete. Use standard slump mold, taken in 3 layers, rodded separately by a 6 mm rod 25 times. Slump should be within 15 cm (max) and 7.5 cm (min). Concrete samples in cylinders shall be taken for every batch of concrete mix (footing, columns, beams, and slabs) taken in three (3) samples each. Sampling shall be taken by trained engineers and subsequently cured and dried properly (in a moist atmosphere at not more than 21° C to attain accurate results). Test should be done at 7 and 28 day-period.

### D. FORMS

1. **General** – Forms shall be used wherever necessary to confine the concrete and shape it to the required lines, or to prevent the concrete of contamination with materials caving from the adjacent, excavated surfaces. Forms shall have sufficient strength to withstand the pressure resulting from placement of the concrete, and shall be maintained rigidly in correct position. Forms shall be sufficiently tight to prevent loss of mortar from the concrete. Nine (9) mm form grade plywood is recommended for all forming works to prevent defects during concrete pouring.
2. **Cleaning and Oiling of Forms.** Before placing the concrete, the contact surfaces of the form shall be cleansed from encrustations of mortar, the grout of other foreign materials, and shall be coated with a commercial form of oil that will effectively prevent sticking and will not stain the concrete surfaces.
3. **Removal of Forms.** Forms shall be removed in a manner, which will prevent damage to the concrete. Forms shall not be removed without approval from the Owner. Any repair to the surface imperfections shall be performed at once and airing shall be started as soon as the surface is sufficiently hard to prevent further damage.

### E. PLACING REINFORCEMENT

Steel reinforcement shall be provided as indicated, together with all necessary wire ties, chairs, spacers, supported and other devices necessary to install and secure the reinforcement properly. All reinforcement, when placed, shall be free from loose, flaky rust and scale, oil, grease, clay, and other coating and foreign substances that would reduce or destroy its bond with concrete.

As a rule, all concrete hollow blocks partitions/walls shall be reinforced with a minimum size of 10 mm deformed bars spaced at 600 mm on center both ways. All reinforcement shall be placed accurately and secured in place by use of metal or concrete supports, spacers, and ties. Such supports shall be of sufficient strength to maintain the operation, or contribute in any way, to the discoloration or deterioration of the concrete. All structural steel support shall conform to the approved plans. Design shown in the bid bulletins shall prevail over those of the previously issued original plans.

## **F. CONVEYING AND PLACING CONCRETE**

- 1. Conveying Concrete.** Concrete shall be conveyed from mixer to forms as rapidly as practicable by methods, which will prevent segregation, or loss of ingredients. There will be no vertical drop greater than 1.5 meters except where suitable equipment is provided to prevent segregation and where specifically authorized.
- 2. Placing.** Placing concrete shall be worked readily into the corners and angles of the forms and around all reinforcement and embedded items without permitting the material to segregate. Concrete shall be deposited as close as possible to its final position in the forms so that flow within the mass does not exceed two (2) meters and consequent segregation is reduced to a minimum near forms or embedded items, or elsewhere as directed. The discharge shall be so controlled that the concrete may be effectively compacted into horizontal layers not exceeding 30 centimeters in depth within the maximum lateral movement specified.
- 3. Time Interval Between Mixing and Placing.** Concrete shall be placed before initial set has occurred and before it has contained its water content for more than 45 minutes.
- 4. Consolidation of Concrete.** Concrete shall be consolidated with the aid of mechanical vibrating equipment and supplemented by hand spading and tamping. Vibrators shall not be inserted into lower course that have commenced initial set; and reinforcement embedded in concrete beginning to set or already set shall not be disturbed by vibrators. Consolidation around major embedded parts shall be by hand spading, and tamping, and vibrators shall not be used.
- 5. Placing Concrete. Through Reinforcement.** In placing concrete through reinforcement, care shall be taken that no segregation of the coarse aggregate occurs. On the bottom of beams and slabs, where the congestion of steel near the form makes placing difficult, a layer of mortar of the same cement-sand ratios as used in concrete shall be first deposited to cover the surface.
- 6.** During the pouring of concrete, the Owner's Representatives shall be present.



## G. CURING

1. **General.** All concrete shall be moist cured for a period not less than 7 consecutive days by an approved method or combination applicable to local conditions.
2. **Moist curing.** The surface of the concrete shall be kept continuously wet by covering with burlap, plastic, or other approved materials thoroughly saturated with water and covering wet spraying or intermittent hosing.

## H. FINISHING

1. Concrete surfaces shall be plastered unless otherwise indicated. Exposed concrete surfaces shall be formed with plywood, and after removal of forms, the surfaces shall be smooth, true to line, and shall produce correct appearance except for minor defects which can be easily corrected.

2. **Concrete Slabs on Fill.** Concrete slabs on fill shall be laid on a prepared foundation consisting of sub grade and granular fill with thickness equal to the thickness of overlaying slab except as otherwise indicated.

## I. POURING PERMIT REQUIRED

All concrete pouring shall be approved by the project engineer/Implementing Office. The Contractor must accomplish the prescribed form indicating the details of the pouring, date, time, duration, list of manpower, engineer-in-charge, psi requirement, quantity and position of rebars, etc. Pouring permit must be approved by the Project Engineer before any pouring activity is made. No permit, no pouring.

## IV. STEEL/STEEL WORKS & REINFORCEMENTS

1. **Markings.** Reinforcing steel bars to be used for PhilRice Projects shall bear the distinctive markings identifying the manufacturer by their initials, bar size number, including the type of steel such as:

N	= for Billet
A	= for Axial
R	= for rail steel

2. **Reinforcing Bars** shall conform to the requirements of the ASTM standard specifications for Billet Steel Bars for concrete reinforcement (A15-625) and to specifications for minimum requirements for the deformed steel bars for concrete reinforcement (A 305-56).

All secondary ties such, as stirrups, spirals and inserts may be plain bars. The main reinforcing bars shall be as follows:

No. 3 (3/8") 10mm	(275 MPa) 40,000 psi min. yield strength
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No. 4 (½") 12mm	(275 MPa) 40,000 psi min. yield strength
No. 5 (5/8") 16mm	(414 MPa) 60,000 psi min. yield strength
No. 6 (3/8") 20mm	- do -
No. 7 (7/8") 22mm	- do -
No. 8 (1") 25mm	- do -

**3. Bar Spacing.** The ACI Code on bar spacing specifically provides that:

- a. The minimum clear distances between the adjacent steel bars shall not be less than the normal diameter of the bars or 25 mm for column. This requirement was increased to 1-1/2 bar diameter or 4 centimeters.
- b. Where beam reinforcements are placed in 2 or more layers, the clear distance between layers must not be less than 25 mm or 1 inch and the bars in the upper layer should be placed directly above those in the bottom layers.
- c. In walls and slabs, other than the concrete joist construction, the principal reinforcement shall be spaced not farther apart than three times the wall or slab thickness, nor more than 45 cm.
- d. The clear spacing between spirals shall not exceed 7.5 centimeters or less than 25 cm having a minimum diameter of 10 mm. Spiral splices shall be 48 bar diameter minimum but not less than 30 centimeters or welded. Lateral ties shall be at least 10 mm spaced not to exceed 16 times the longitudinal bar diameter or 48 ties bar diameter or the least dimension of the column.
- e. Shrinkage and temperature reinforcement shall not be placed farther apart than 5 times the slab thickness nor more than 45 cm.

**4. Minimum Covering of Bars**

- a. For concrete slabs permanently in contact with the earth: maximum of 80mm; minimum of 75mm.
- b. Exposed to earth or weather: maximum of 50mm, minimum of 40mm.
- c. Not exposed to weather nor in contact with the ground:  
  
Slab, walls, and joists – maximum 40mm, minimum 20mm;  
Beams, girders, and columns – minimum 40mm.

**5. Number of Reinforcements**

Refer to the structural schedule of reinforcements, schedule of beams, footings, columns, and slabs.

As a rule, the ground floor concrete slab shall be reinforced with 10 mm - deformed bars spaced at 450 mm on center both ways. It shall be connected to the walls with 10 mm dowels spaced at 600 mm on center.

## **6. Materials Testing**

All structural steel reinforcement shall be taken every batch of delivery and shall be subject to tensile strength by Government Testing Laboratories or from private testing laboratories (Geotechniks, etc.) accredited by the DPWH.

Steel bars must pass the standard test before any steel works shall be commenced. All billings submitted by the Contractor for all civil works must be accompanied by a certificate of laboratory test for all structural steel, with passing mark.

## **V. METAL WORKS**

### **A. SCOPE of WORK**

The work consists of furnishing of all materials and labor, tools and equipment, and all necessary services to complete all structural steel works for the footings and columns, roof framings, structural web beams, and other reinforcements.

### **B. MATERIALS and WORKMANSHIP**

1. Certified mill test reports or certified reports of tests made by the fabricators in accordance with ASTM A6 and the governing specifications shall constitute sufficient evidence of conformity with ASTM specifications. Additionally, the fabricator shall, if requested, provide an affidavit stating that the structural steel furnished meets the requirements of the grade specified.
2. Unidentified steel, if free from surface imperfections, may be used for parts of minor importance, or for unimportant details, where the precise physical properties of the steel and its weld ability would not affect the strength of the structure.
3. Other Metals. Galvanized Iron treated pipes shall conform to standard specifications and shall bear the manufacturer's mill test report.
4. Filler Metal for Welding. Welding electrodes for manual shielded metal arch welding shall conform to the Specification for Mild Steel Covered Arc Welding Electrodes, AWS A5.1, latest edition, or the Specification for Low-Alloy Steel Covered Arc-Welding Electrodes, AWS A5.5, latest edition. Bare electrodes and granular flux used in the submerged-arc process shall conform to F60 or F70 AWS-flux classifications of the Specification for Bars Mild Steel Electrodes and Fluxes for Submerged Arc Welding, AWS A5.17, latest edition.
5. All materials shall conform to the requirement in terms of size, mill test reports and quality test certificate issued by "Geotechniks" and other material testing laboratories accredited by the Bureau of Standards and the DPWH. Only certified welders shall perform all welding works. A certified welder's certificate shall be presented to the Owner's Representative for approval before welding works shall commence.

6. All metal and steel supplies shall be stored in elevated platforms, and covered to protect the material from rain and other materials/liquids, which may cause rust and corrosion.
7. All metal parts shall be properly cleaned and rough welding marks must be removed by grinding to remove rough and uneven surfaces. Primer painting shall follow using epoxy paint.

## **VI. CARPENTRY**

### **A. ROUGH CARPENTRY**

#### **1. General**

- a. **Scope** - This section includes all labor, materials and equipment and satisfactory performance of all operations necessary to complete rough carpentry, bracing and framing works as indicated in drawings and these specifications.

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.

- b. **Storage and Protection** - Stack framing lumber and plywood to ensure against deformation and maintain proper ventilation. Protect lumber and plywood from dampness and other elements. Lumber in contact with concrete or masonry shall be coated with approved preservative.

- c. **General Requirements**

- **Quality of Lumber:** Use lumber of best grade available for the respective kinds for various parts of work. Lumber must be well-seasoned, thoroughly dry and free from loose or unsound knots, cups, shakes and other imperfections.
- **Substitution of Lumber:** Written approval from the Implementing Office is required in substituting the kind of lumber specified on plans. **Substitution made without prior approval will be rejected, removed and changed at the Contractor's expense.**

#### **2. Products**

- a. **Lumber** - Use as specified on plans/drawings.

- b. **Fasteners**

- **Nails** - Use locally manufactured common wire nails, smooth shank and zinc-coated.

- **Screws** - Use the best available commercial quality, brass or chromium plated.
- **Metal Anchors** - Use as indicated in the plans.

### 3. Execution

**Installation** - Framing shall be cut square on bearings, closely fitted accurately set to required lines and levels and rigidly secured in place.

## B. FINISHING CARPENTRY

### 1. General

a. **Scope** - This section includes all labor, materials, equipment and satisfactory performance of all operations necessary to complete all finishing carpentry and millwork indicated on plans and specifications.

#### b. General Requirements

- **Delivery and Storage:** Deliver materials to site in undamaged condition. Stack lumber and millwork to ensure proper ventilation and drainage. Protect materials against dampness during and after delivery. Store under cover in well-ventilated enclosure, not exposed to extreme changes of temperature and humidity. Do not store finished lumber and millwork in buildings until concrete, masonry and plaster are dry.
- **Sizes and Pattern:** Work lumber to patten or shapes indicated. Shaped material shall conform to the standard patterns indicated in current grading rules for the species. Coordinate work with all other related trades.

### 2. Products

Lumber, plywood/plyboard used shall be **as indicated in the plans/drawings**.

### 3. Execution

a. **Workmanship:** All wood finish and millwork panel door shall be true to details, clean and sharply defined. Panels must be set to allow for free movement in case of swelling and shrinkage. Means of fastening various parts together shall be concealed.

#### b. Finish:

Mill, fabricate and erect interior finish as indicated on the drawings. Machine-sand at the mill and hand-sand smooth at the job site.

Interior trim set against concrete, masonry or wood shall be separated with six (6) millimeters (1/4 inch) stone cut joints.

Intersecting plywood veneers or plywood panels shall be finished with a corner trim of wood with same species and finish as the plywood.

Make joints tight and in a manner to conceal shrinkage. Secure trim with fine finishing nails, screws or glue where required.

Set nails for putty stopping.

Window and door trim shall be single length.

Miter mouldings at corners, cope at angles.

- c. **Wood Door Jambs and Heads:** Set door frames plumb and level and brace until built-in.

Anchor wood frames to masonry with approved metal anchors on each side of the jamb. Place top and bottom anchors 20 centimeters (8 inches) from head to floor.

- d. **Hardware Installation:** Accurately fit and install all finished hardware items required. If surface-applied hardware is fitted and applied before painting, remove all such item, except burrs, and re-install after painting is complete.

## VII. DOORS AND WINDOWS

### A. GENERAL

- 1. **Scope** - This section includes all labor, materials, equipment and the performance of all operations necessary to complete fabrication and installation of all doors and windows as indicated on drawings and specifications.

- 2. **Submittals**

- a. **Shop Drawings:** Before placing orders and start of fabrication and when called for by the Implementing Office, the Contractor shall submit to the Implementing Office for approval, shop drawings of all wooden doors and windows including details of section and hardware.
- b. **Cuts and Samples:** Furnish for approval, cuts, descriptive material and samples showing each type of door and window included. Show sizes, thickness, construction, methods of assembly, sticking and all other necessary information.

- 3. **General Requirements**

- a. **Storage and Protection:** Protect doors, windows and frames against damage and dampness. Store them under cover in a well-ventilated place where they will not be exposed to extreme changes in temperature and humidity. Do not

store doors, windows and frames in any place under construction until concrete, masonry work and plaster are dry. Adequately protect doors from scratches and other stains with heavy building paper.

- b. Designs, Sizes, and Thickness:** Use door and window designs, sizes and thickness as indicated or scheduled. Wood doors shall have an overall thickness of 50 mm unless otherwise specified by the Implementing Office.

## **B. PRODUCTS**

Refer to the **Schedule of Doors and Windows** for materials to be used.

## **C. HARDWARE**

### **1. General**

- a. Scope** – This section includes all materials, labor, equipment and performance of all operations necessary to complete furnish and installation of all building hardware required to:

- ensure rigidity of joints/connections of the different parts of the structure; and
- equip in a satisfactory operating condition parts of the structure such as doors, windows, cabinets, lockers and other similar operating parts as indicated in the plans/drawings

- b. Submittals** – The Contractor shall submit all necessary information to the Implementing Office prior to placing of order.

- **Manufacturer** Data such as catalog for every hardware item to be furnished, showing all finishes, sizes, catalog numbers and pictures, with all abbreviations fully explained shall be submitted as general information and reference.
- **Hardware Templates** for fabricated doors and windows shall be furnished to each fabricator to confirm that adequate provision will be done for proper installation of the hardware.
- **Operation and Maintenance Data** shall be provided and submitted to PhilRice showing all the hardware component part lists and maintenance instructions for each type supplied including the necessary wrenches of tools required.

- c. Packaging and Marking** – Each article shall be individually packaged in the manufacturer's commercial carton/container properly marked or labeled so as to be readily identified and delivered to the project site in the original manufacturer's container/package. All hardware shall be provided with

fasteners necessary for the installation packed in the same container with the hardware.

- d. **Storage and Protection** – Hardware shall be properly stored in a dry and secured place. It shall be protected from damage at all times prior to and after installation.

## 2. Products

### a. Materials

- **Rough Hardware:** All rough hardware such as nails, expansion bolts, lag screws and other related fasteners required for carpentry work shall be first class quality and locally available.

- b. **Finishing Hardware:** All finishing hardware consisting of locksets, latches, bolts, and other devices, hinges and other similar hardware shall be first class quality available locally and conforming with the following specifications.

- **Cylindrical Lockset:** Door locks appropriate for particular functions shall be of durable construction, preferably the product of single reputable manufacturer for consistent quality and master keying. Cylindrical lockset for swing wood door shall of sturdy construction and knob design. The cylindrical case shall be made of steel, zinc-coated and dichromate dip.

The knobs, latch, strike and pin tumbler assembly shall be cast brass or bronze. The spring and spindle shall be steel, zinc-coated. The pins and the key, shall be nickel-silver. The latch, with a minimum throw of 16mm, shall be retracted by knob from either side except when the outside knob is locked by key in the outside knob or by the turn/push button on the inside knob.

- **Hinge:** Unless otherwise indicated in the plans/drawings, hinge shall be brass coated wrought iron steel for interior doors and wrought bronze for exterior doors with non-rising loose steel pins with button tips and mounting screws of the same materials.

## 3. Execution

### a. Installation

All hardware shall be installed in a neat workmanship manner following the manufacturer's instructions manual to fit details as indicated in the plans.

Except as indicated or specified otherwise, fasteners furnished with the hardware shall be used to fasten hardware in place.

After installation works are completed the hardware shall be protected from paints, stains, blemishes and other damage until the work are properly turned over and accepted.



All hardware shall be properly checked and adjusted in the presence of the Implementing Office representative/Project Supervisor and all hinges, locks, catches, bolts, pulls, closers and other miscellaneous items shall properly operate.

After hardware are properly checked and adjusted, keys shall be properly identified with **key tags** and **turned over to the Implementing Office**.

- b. Keying** – Locks shall be keyed in sets and subsets. Furnish a total of four (4) keys for each set.

## **VIII. ROOFING AND TINSMITHRY WORKS**

### **A. MATERIALS**

0.50mm thk. Pre-painted Long Span Rib Type Roofing and 0.50mm thk. Pre-insulated Rib type, long span, pre-painted roofing

### **B. INSTALLATION WORKMANSHIP**

- 1. Sheathing.** Roofing sheets shall be connected to the steel purlins by using self-tapping roof metal screws or “Tek screws”. Spacing of roof screws shall be for every corrugation of the roof. Installation of roof metal screws shall be mechanized, using power drill, or as recommended by the roofing manufacturer. Seal all other punctures w/ “VulcaSeal” and Sealant retouch with roof retouching paint.
- 2. Flashings and Fascia.** Shall be prefabricated fascia as per design in the drawings. It shall be installed at the edge of the roofing.

## **IX. METAL WORKS**

### **A. SCOPE of WORK**

The work consists of furnishing of all materials and labor, tools and equipment, and all necessary services to complete all structural steel works for the footings and columns, roof framings, structural web beams, and other reinforcements.

### **B. MATERIALS and WORKMANSHIP**

- 1.** Certified mill test reports or certified reports of tests made by the fabricators in accordance with ASTM A6 and the governing specifications shall constitute sufficient evidence of conformity with ASTM specifications. Additionally, the fabricator shall, if requested, provide an affidavit stating that the structural steel furnished meets the requirements of the grade specified.
- 2.** Unidentified steel, if free from surface imperfections, may be used for parts of minor importance, or for unimportant details, where the precise physical properties of the steel and its weld ability would not affect the strength of the structure.

3. Other Metals. Galvanized Iron treated pipes shall conform to standard specifications and shall bear the manufacturer's mill test report.
4. Filler Metal for Welding. Welding electrodes for manual shielded metal arch welding shall conform to the Specification for Mild Steel Covered Arc Welding Electrodes, AWS A5.1, latest edition, or the Specification for Low-Alloy Steel Covered Arc-Welding Electrodes, AWS A5.5, latest edition. Bare electrodes and granular flux used in the submerged-arc process shall conform to F60 or F70 AWS-flux classifications of the Specification for Bars Mild steel Electrodes and Fluxes for Submerged Arc Welding, AWS A5.17, latest edition.
5. All materials shall conform to the requirement in terms of size, mill test reports and quality test certificate issued by "Geotechniks" and other material testing laboratories accredited by the Bureau of Standards and the DPWH. Only certified welders shall perform all welding works. A certified welder's certificate shall be presented to the Owner's Representative for approval before welding works shall commence.
6. All metal and steel supplies shall be stored in elevated platforms, and covered to protect the material from rain and other materials/liquids, which may cause rust and corrosion.
7. All metal parts shall be properly cleaned and rough welding marks must be removed by grinding to remove rough and uneven surfaces. Primer painting shall follow using epoxy paint.

## **X. FINISHES**

### **A. PAINTING**

#### **1. General**

- a. **Scope** – This includes all materials, labor, equipment and performance of all operations to complete painting and varnishing work as indicated on drawings and specifications herein.
- b. **Submittals**
  - **Samples and Color Scheme:** Submit each kind of materials to the Implementing Office **for approval at least ten (10) days before painting works**. Match these samples with the delivered materials prior to use. Reject said materials if found inferior with respect to approved samples.
  - **Test Panels:** Sample panels of selected color or shade shall be prepared on 30cm × 30 cm (1'×1') plywood panels for approval of the Implementing Office.
  - **Certificate:** Submit to the Implementing Office the manufacturer's certificate of origin, quality of paints including quantity purchased and instructions, if any.

- c. **Delivery and Storage** – Deliver at job site in original containers with label containing manufacturer's name, color of paint and manufacturer's instructions, if any, intact and seals unbroken. Storage of paints and paint materials at the site shall be restricted to locations designated by the Implementing Office representative/Project Supervisor and such place shall be kept neat and clean at all time. Necessary precaution to avoid fire must be observed by removing oily rags, waste, etc. at the end of daily work.
- d. **Protection** – Provide all drop cloth and other coverings requisite to protection of floors, walls, aluminum, glass finishes and other works.

## 2. Products

### a. Materials

- **Painting Materials** shall conform to requirements of the standard specifications of the Standardization Committee on Supplies and the National Institute of Science and Technology. All paint and paint materials shall be BOYSEN, DAVIES, or any approved equal.
- **Tinting Colors** shall be first grade quality, pigment ground in alkyd resin that disperses and mixes easily with paint to produce the color desired. Use the same brand of paint and tinting color to effect good paint body.
- **Concrete Neutralizer** shall be first grade quality concentrate diluted with clean water and applied as surface conditioner of new interior and exterior walls thus improving paint adhesion and durability.
- **Silicon Water Repellent** shall be transparent water shield especially formulated to repel rain and moisture on exterior masonry surfaces.
- **Patching Compound** shall be the fine powder type material like calciumine that can be mixed into putty consistency, with oil base primers and paints to fill minor surface dents and imperfections.
- **Varnish** shall be a homogenous solution of resin, drying oil, drier and solvent. It shall be extremely durable clear coating, highly resistant to wear and tear without cracking, peeling, whitening, spotting, etc. with minimum loss of gloss for a maximum period of time.
- **Lacquer** shall be any type of organic coating that dries rapidly and solely by evaporation of the solvent. Typical solvents are acetates, alcohols and ketones. Although lacquers were generally based on intrecellulose, manufacturers currently use vinyl resin, plasticizers and reacted drying oils to improve adhesion and elasticity.

- **Shellac** shall be a solution of refined lac resin in denatured alcohol. It dries by evaporation of the alcohol. The resin is generally furnished in orange and bleached grades.
- **Sanding Sealer** shall be quick drying lacquer, formulated to provide quick dry, good holdout of succeeding coats, and containing sanding agents such as zinc stearate to allow dry sanding of sealer.
- **Glazing Putty** shall be alkyd-type product for filling minor surface unevenness.
- **Natural Wood Filler:** Wood paste filler shall be quality filler for filling and sealing open grain of interior wood. It shall produce a level finish for following coats of paint varnish/lacquer and other related products.

#### b. Schedule

- **Concrete walls** (interior and exterior)  
One coat flat latex  
Two coats semi-gloss latex
- **Metal surfaces**  
Two coats epoxy primer  
One coat quick drying enamel
- **Ceiling**  
Three coats flat wall enamel

### 3. Execution

- a. **Preparation of Surfaces** – All surfaces shall be in proper condition to receive the finish.
  - **Woodwork Surfaces** shall be hand-sanded smooth and dusted clean. All knotholes, pitch pockets or sappy portions shall be sealed with natural wood filler. Nail holes, cracks or defects shall be carefully puttied after the first coat, matching the color of paint.
  - **Interior Woodwork:** Surfaces shall be sandpapered between coats. Dust off thoroughly afterwards. Areas affected by molds, mildew and fungus should be treated with a bleaching solution and dried overnight. Cracks, holes or imperfections in plaster shall be filled with patching compound and smoothed off to match adjoining surfaces.
  - **Concrete and Masonry Surfaces:** Surfaces must be removed of all loose grid or mortar, contaminants, dirt, grease, oil, dust and other deposits. Surfaces shall be coated with concrete neutralizer, apply either with brush or spray solution of one kilogram of zinc sulfate to four and one-half liters (1 gallon) of water. Allow to dry before any painting primer coat is applied.

When surface is dried apply first coating. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound. After defects are corrected apply the finish coats as specified on the Plans (color scheme approved).

- **Metal:** Metal surfaces shall be clean, dry and free from millscale and rust. Remove all grease and oil from surfaces. Rusty metal exposed to weathering for some time must be sanded, wire brushed or scraped. Wash unprimed galvanized metal with etching solution and allow it to dry. Metal must be completely dry before application of applicable primer.

In addition, the Contractor shall undertake the following:

- Voids, cracks, nick etc. will be repaired with proper patching material and finished flushed with surrounding surfaces.
- Marred or damaged shop coats on metal shall be spot primed with appropriate metal primer.
- Painting and varnishing works shall not commence when it is too hot or cold.
- Allow appropriate ventilation during application and drying period.
- All hardware will be fitted and removed or protected prior to painting and varnishing works.

**b. Application**

- Paints when applied by brush shall become non-fluid, thick enough to lay down as adequate film of wet paint. Brush marks shall flaw out after application of paint.
- Paints made for application by roller must be similar to brushing paint. It must be non-sticky when thinned to spraying viscosity so that it will break up easily into droplets.
- Paint is atomized by high pressure pumping rather than broken up by the large volume of air mixed with it. This procedure changes the required properties of paint.

**c. Mixing and Thinning** – At the time of application, paint shall show no sign of deterioration. Paint shall be thoroughly stirred, strained and kept at a uniform consistency during application. Paints of different manufacture shall not be mixed together. When thinning is necessary, this may be done immediately prior to application in accordance with the manufacturer's directions, but not in excess of one (1) pint of suitable thinner per gallon of the paint

**d. Workmanship** – 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. All

coats shall be thoroughly dry before the succeeding coat is applied. Where surfaces are not fully covered or cannot be satisfactorily finished in the number of coats as may be required shall be applied to attain the desired evenness of surface without extra cost to PhilRice. Where surface is not in proper condition to receive the coat, the Implementing Office shall be notified immediately. Work on the questioned portion(s) shall not start until clearance to proceed is ordered by the Implementing Officer. Hardware, lighting fixture and other similar item shall be removed or protected during the painting, varnishing and related work operations and re-installed after completion of the work.

- e. **Cleaning** – All cloths and cotton waste, which constitute fire hazards shall be placed in metal containers or destroyed at the end of daily works. Upon completion of the work, all staging, scaffolding and paint containers shall be removed. **Paint drips, oil, or stains on adjacent surfaces shall be removed** and the entire job left clean and acceptable to the Implementing Office.

## **XI. ELECTRICAL WORKS**

### **A. GENERAL**

- 1. **Scope** – The work under this section consists of the furnishing of all materials, labor, equipment, tools and all services necessary to complete and make ready for operation electrical works as indicated on electrical plans and in accordance with the Drawings, Specifications and the Contract.

The work shall include the furnishing and installing of the following each complete and in proper operating condition unless otherwise stated in this specification:

- a. Wiring system for branch circuits, signal circuits feeder wires, sub feeders including respective conduits, fitting wire gutters, pull boxes, junction boxes, utility boxes and any other type of box and supports and accessories required and/or as indicated on the Drawings;
- b. All the necessary feeder and branch circuit with all the necessary conductors, conduits, fittings and other items as indicated on the Drawings;
- c. All the necessary wiring devices, such as utilization outlets, wall switches, receptacles all complete with their appropriate cover plates;
- d. All defective lighting fixtures and accessories including necessary supports;
- e. All conduits, boxes, wires and equipment;
- f. Grounding system as show on the Drawings;
- g. Supply and installation of all materials not shown on the Drawings nor mentioned in this Specification but are necessary to complete the project.

### **2. Codes and Regulations**

- a. The Work under this section shall be executed in accordance with the latest requirements of the Building Code of the Philippines, Philippine Electric Code, rules and regulations of local ordinances, power utility company, rules and regulations of other governing authorities and with Republic Act No. 7920 as applied or enforced in the locality.
- b. The requirements of the above-mentioned governing codes and the requirements of the companies having involvement or participation are hereby made part of this specification and the Contractor is required to comply with the same. This does not relieve the Contractor from complying with the requirements of the specification or drawings in excess of the above laws and ordinances, codes and requirements, which are not prohibited by the same.

### 3. Guarantee

- a. The Contractor shall guarantee that the electrical system is free from all grounds and defective materials and workmanship for a period of one (1) year from the date of acceptance of the work. All defects arising within the guarantee period shall be remedied by the Contractor at his own expense.
- b. The Contractor shall indemnify and save harmless the Implementing Office and PhilRice from all claims, suit actions, liabilities for damages arising from injuries, disabilities or loss of life to persons or damage to public or private properties resulting from fault or any act of Contractor or his representative in the execution of this work.
- c. The partial acceptance of the work for the purpose of making partial payments, based on the estimated cost satisfactorily completed by the Electrical Contractor, shall not be considered as final acceptance of that portion of the work.

### 4. Drawings and Specifications

- a. The Drawings and Specifications are meant to be complementary to each other and what is called for by one shall be binding as if called for by both.
- b. Any apparent conflict between the Drawings and Specifications and any controversial or unclear points in either shall be referred to the Implementing Office for final decision.
- c. **All dimensions and locations shown on the Plans are approximate and shall be verified in the field**, as actual locations, distances and levels are **governed by actual conditions**.
- d. No deviation from the plans shall be made unless **with written consent or approval** from the Implementing Office and/or PhilRice.
- e. **The Contractor shall keep an active record of the actual installation works during the progress of the job.**

This shall become the reference for the preparation of the **“AS-BUILT” Plans**, which shall include **all pertinent information, complete in all aspects of the actual installation, and all new information not originally shown in the contract drawings.**

The **“AS-BUILT”** plans shall be prepared by the Contractor at his expense and shall be submitted to the Implementing Office **for approval upon the completion of the work.**

Upon completion of work as described herein, the Contractor shall furnish PhilRice **three (3) copies of the “AS BUILT” plans**, signed and sealed by the Contractor’s Registered Professional Electrical Engineer, **for future reference and maintenance purpose.**

- 5. Samples – The Contractor shall submit a sample of any item he intends to install or use in this project to the Implementing Office for approval.**

## **B. PRODUCTS**

**Materials** – All materials shall be unused, brand new and shall be of the approved type meeting all the requirements of the Philippine Electrical Code and bearing the Philippine Standard Agency (PSA) mark.

- a. Conduits** shall be PVC Schedule 40. Enamel coated steel conduits and conduits with rough inner surfaces are not acceptable.
  - All boxes including junction and pull boxes shall be of sufficient sizes to provide free space for all conductors enclosed in the box, in addition to the fittings, such as switch mechanism and receptacles that may be contained in the box.
  - All junction boxes shall be fitted with standard flat metal box covers.
- b. Conduit Boxes** shall be code gauge steel and galvanized. Outlet boxes shall be galvanized pressed steel of standard make. In general, outlet boxes shall be at least 100 mm square or octagonal, 53 mm deep and 16 mm minimum gauge.
  - Convenience and wall switch outlet boxes shall be gauge #16 of the 101 mm rectangular, deep, flush type, except in case where 10-amp., or 20-amps., switches shall be mounted in gangs of two or three therefore, the proper sizes of boxes and cover plates shall be used.
- c. Conduit Fittings:** All conduit fittings such as locknuts and bushings shall be galvanized of standard make. Under no condition shall black enamel conduit fittings be permitted in any part of the installation.
- d. Wires:** All wires shall be copper, soft drawn and annealed, smooth and of cylindrical form and shall be centrally located inside the insulation.



- e. **Wiring Devices:** All wiring devices shall be standard products of reputable electrical manufacturers. Wall switches shall be rated at least 10A, 250 volts and shall be spring operated, flush, tumbler type. Duplex convenience receptacles shall be rated at least 15A, 250 volts, flush, parallel slots. Single heavy-duty receptacles shall be rated at least 20A 250 volts, 3-wire, flush, polarized type. Only one (1) brand wiring devices shall be used for the project.

Suitable single-pole and three-way switches of the flush tumbler type with appropriate bakelite cover plates shall be furnished and installed as indicated on the Drawings. Wall switches intended to control more than eleven or 40-watt fluorescent lamps using high power factor ballasts shall be rated no less than 5-amp., 250 volts. All duplex receptacles shall be rated no less than 10-amps., 250 volts A.C. grounding type and shall be for flush mounting. Interchangeable type receptacles shall not be acceptable.

- f. **Lighting Fixtures:** Lighting outlets unless otherwise specified shall be furnished and installed by the Contractor. **All fixtures installed shall be as required on Plans**, of good quality materials and approved by the Bureau of Product Standards (BPS).
- g. **Insulation:** All splices shall be properly insulated using 3M Brand electrical type. Application of insulation tape shall be equivalent to the insulation of the wire concerned.

## C. EXECUTION

- 1. **Workmanship** – All works throughout shall be executed in the best practice in a workmanlike manner by qualified and experienced electricians **under the immediate supervision of a duly licensed Electrical Engineer.**

- a. **Conduits**

- Conduits should be cut square with a hacksaw and reamed. Bends shall be made with the required radius. In making bends, only conduit bending apparatus will be used. The use of a pipe tee or vise for bending conduits shall not be permitted. Conduits, which have been crushed, deformed, or flattened, shall not be installed. No running thread shall be allowed. Conduit runs crossing construction joints of the building shall be provided with standard expansion fittings of the approved type.
- No conduits shall be used in any system smaller than 15 mm diameter electric trade size nor shall have more than four (4) 90-degree bends in any one run and where necessary, pull boxes shall be provided.
- All ends of conduits, which are left empty in cabinets and conduit boxes shall be plugged with lead or approved pipe caps so as to prevent the entrance of white ants and dirt within the conduit system. Pull wires shall be inserted in the empty ducts before they are closed with lead or pipe caps and shall be left therein for future use.

- All splices, taps and junctions, except those for feeder and service conductors, shall be soldered or provided with spring lock type connectors, with rubber tape and protected with friction tape.

#### **b. Conduit Boxes and Fittings**

- Provide conduit boxes for pulling and splicing wires and outlet boxes for installation of wiring devices.
- As a rule, provide junction boxes or pull boxes in all runs greater than 30 meters in length, for horizontal runs. For other lengths, provide boxes as required for splices or pulling. Pull boxes shall be installed in inconspicuous but accessible locations.
- Support boxes independently of conduits entering by means of bolts, red hangers or other suitable means.
- Conduit boxes shall be installed plumb and securely fastened. They shall be set flushed with the surface of the structure in which they are installed where conduits are run concealed.
- All convenience and wall switch outlet boxes for concealed conduit work shall be deep, rectangular flush type boxes. Four-inch octagonal flush type boxes shall be used for all ceiling light outlets and shall be of the deep type where three (3) or more conduits connect to a single box.
- All boxes shall be painted with antirust red lead paint after installation.
- All conduits shall be lifted with approved standard galvanized bushing and locknuts where they enter cabinets and conduit boxes.
- Junction and pull boxes of code gauge steel shall be provided as indicated or as required to facilitate pulling of wires and cables.

#### **c. Wires and Wiring Devices**

- Conductors or wires shall not be drawn in conduits until after the cement plaster is dry and the conduits are thoroughly cleaned and free from dirt and moisture. In drawing wires into conduits, sufficient slack shall be allowed to permit easy connections for fixtures, switches, receptacles and other wiring devices without the use of additional splices.
- All conductors of convenience outlets and lighting branch circuit homeruns shall be wired with a minimum of 3.5 mm in size. Circuit homeruns to panelboards shall not be smaller than 3.5 mm but all homeruns to panelboard more than 30 meters shall not be smaller than 5.5 mm. No conductor shall be less than 2 mm in size.
- All joints, taps and splices on wires larger than 14 mm shall be made of suitable solderless connectors of the approved type and size. They shall be

taped with rubber and PVC tapes providing insulation not less than that of the conductors.

- No splices or joints shall be permitted in either feeder or branch conductors except within outlet boxes or accessible junction boxes or pull boxes. All joints in branch circuit wiring shall be made mechanically and electrically secured by approved splicing devices and taped with rubber and PVC tapes in a manner, which will make their insulation as that of the conductor.
  - All wall switches and receptacles shall be fitted with standard bakelite face plate covers. Device plates for flush mounting shall be installed with all four (4) edges in continuous contact with finished wall surfaces without the use of coiled wire or similar devices. Plaster filling will not be permitted. Plates installed in wet locations shall be gasketed.
  - When more than one switch or device is indicated in a single location, gang plate shall be used.
- d. **Grounding System:** All grounding system installation shall be executed in accordance with the approved plans. Grounding system shall include building perimeter ground wires, ground rods, clamps, connectors, ground wells and ground wire taps as shown in the approved design.
- e. **Panelboards:** Standard panels and cabinets shall be used and assembled on the job. All panels shall be of dead front construction furnished with trims for flush or surface mounting as required. The Contractor shall install as indicated in the Drawings the necessary panelboards on the multibreaker type including the breaker and using copper bus bars.
- A panel directory shall be provided for each panel board complete with necessary data. All circuit breakers of panelboards shall be marked to its actual phase connection. Directory shall be typewritten and placed inside of panel door.
- f. **Lighting System:** Install as indicated on the drawings.

## 2. Test and Guarantee

- a. Upon completion of the electrical construction work, the Contractor shall provide all test equipment and personnel and to submit written copies of all test results.
- b. The Contractor shall guarantee the electrical installation are done and in accordance with the approved plans and specifications. The Contractor shall guarantee that the electrical systems are free from all grounds and from all defective workmanship and materials and will remain for a period of one year from the date of acceptance of works. Any defect shall be remedied by the Contractor at his own expense.

## ***Section VII. Drawings***

## *Section VIII. Bill of Quantities*

### **BID PROPOSAL**

**PROJECT: Improvement of Existing and Installation of New Pumphouses with Engines for  
the Research Field at PhilRice CES**

**LOCATION: PhilRice Central Experiment Station, Maligaya, S. C. Muñoz, Nueva Ecija**

---

Company Name

---

Name of Bidder

---

Position

---

Address of Bidder

---

Signature of Bidder

(Submit in Duplicate)

---

Date

**JOHN C. DE LEON**

Executive Director

PhilRice Central Experiment Station,

Maligaya, Science City of Muñoz, Nueva Ecija

**Sir:**

In accordance with your Invitation to Bid on the above captioned project, we - (or I) propose to furnish, deliver, place and complete any and all necessary materials, labor, plant, tools, appliances and equipment, supplies, utilities, transportation, superintendence, supervision and other facilities in connection therewith subject to all the conditions and requirements thereof, and to perform all operations necessary to complete for use the project within \_\_\_\_\_ CALENDAR DAYS ( \_\_\_\_ CD) at our (my) expense, at the following Total Lump Sum Bid Price, in Philippine currency :

\_\_\_\_\_

(In words)

(P\_\_\_\_\_).

We (or I) make this proposal knowing that all provisions under the General Specifications applicable to the work unless otherwise specified and in so far as they do not conflict with the provisions in the contract drawing shall form an essential part of this proposal.

We (or I) make this proposal with a full knowledge of the kinds, quantity and quality of articles and services required, and if said proposal is accepted, we (or I) will, after receiving notice of acceptance, enter into contract with PHILRICE with good and sufficient securities for the faithful performance thereof.

We (or I) will complete the work in accordance with the plans, specifications, and related contract documents, within the stipulated construction contract period, and reckoned five (5) days from the date of our (my) receipt from PHILRICE of a Notice to Proceed.

We (or I) shall not request for any extension of time due to delay in the procurement of any materials needed in the construction.

We (or I) understand that time is an essential part of this proposed contract and that upon our (my) failure to complete the work within the stipulated completion time we (or I) 108

agree to pay PHILRICE liquidated damages as stipulated in the IRR of RA 9184 to be computed for each and every day of delay (including Saturdays, Sundays, and legal holidays) until the project is completed, as herein stated.

We (or I) understand that the proposed amount submitted herein included provisions for the payment of all applicable taxes (Contractor's, and other taxes) with the provision however, that should there be any exemption in the payment of these taxes, such exemptions shall be credited to PHILRICE.

We (or I) enclose Bidder's Bond equivalent to \_\_\_\_\_% of the total bid price in the form of ( ) **Cash**, ( ) **Cashier's Check** or ( ) **Manager's Check** in the amount of \_\_\_\_\_**(PHP \_\_\_\_\_)** as bid bond which is to be returned if this proposal is rejected, or retained if accepted, as security until the execution and delivery of the Performance Bond in favor of PHILRICE.

We (or I) hereby certify that we (or I) have prepared and/or checked and reviewed the construction procedures, and prices in this proposal; and under complete supervision, said construction procedures, schedule, and prices are adequate for the proper performance and successful prosecution of the work required herein.

Period of Maintenance ..... 365 Calendar days

Percentage of Retention ..... Ten percent (10%) up to fifty percent (50%)  
of the billing 109

PROJECT: Improvement of Existing and Installation of New Pumphouses with Engine for the Research Field

LOCATION: PhilRice Central Experiment Station, Maligaya, S. C. Muñoz, Nueva Ecija

SUBJECT: SUMMARY OF BID PROPOSAL/BREAKDOWN OF VALUES OF WORK

<b>A. SCOPE OF WORK</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PERCENTAGE</b>	<b>AMOUNT</b>
I.	SITE WORKS	1.28%	37,275.00
II.	REINFORCING STEEL BARS	3.28%	95,550.00
III.	CONCRETE AND MASONRY WORKS	5.40%	157,303.13
III.	METAL/ STEEL WORKS	16.82%	489,956.25
V.	PAINTING WORKS	3.07%	89,328.75
VI	PLUMBING WORKS	69.79%	2,033,193.75
VII	OTHERS	0.36%	10,500.00
	<b>TOTAL</b>	<b>100.00%</b>	<b>2,913,106.88</b>
<b>B. BREAKDOWN OF ESTIMATED EXPENDITURE</b>			
<b>I. DIRECT COST</b>			
	<i>MATERIAL COST + LABOR COST + EQUIPMENT COST</i>	<i>Php</i>	<i>2,221,510.00</i>
	<b><i>TOTAL DIRECT COST</i></b>	<b><i>Php</i></b>	<b><i>2,221,510.00</i></b>
<b>II. INDIRECT COST</b>			
	<i>OCM</i>	<i>15%</i>	<i>331,726.50</i>
	<i>PROFIT</i>	<i>10%</i>	<i>221,151.00</i>
	<i>TAX</i>	<i>5%</i>	<i>138,719.38</i>
	<b><i>TOTAL INDIRECT COST</i></b>	<b><i>Php</i></b>	<b><i>691,596.88</i></b>
<b>TOTAL ESTIMATED PROJECT COST</b>		<b>Php</b>	<b>2,913,106.88</b>



<b>PROJECTS</b>	<b>:</b>	<b>IMPROVEMENT OF EXISTING AND INSTALLATION OF NEW PUMPHOUSES WITH ENGINES FOR THE RESEARCH FIELD</b>			
<b>SUBJECT</b>		<b>BILL OF QUANTITIES</b>			
<b>LOCATION</b>	<b>:</b>	<b>PHILRICE-CES, SCIENCE CITY OF MUÑOZ, NUEVA ECIJA</b>			
<b>QUANTITY</b>	<b>UNIT</b>	<b>PARTICULARS</b>	<b>MATERIALS COST</b>	<b>LABOR + EQUIPMENT COST</b>	<b>AMOUNT</b>
<b>I. SITEWORKS</b>					
1.00	lot	A. Removal of Existing Concrete Drop Inlet, Existing Structures and Site Clearing			
24.00	cu.m	B. Excavation			
7.20	cu.m	C. Backfill			
<b>II. REINFORCING STEEL BARS</b>					
1,169.40	kgs	12 mm dia DRSB x 6.0m (G40), 8 mm dia DRSB x 6.0m, #16 GI Tie Wire			
<b>III. CONCRETE AND MASONRY WORKS</b>					
14.00	cu.m	A. Concrete Base(Portland Cement, 40 kgs/bag, Type 1 (Rapid Set), Washed Sand;S-1 and 3/4 Crushed Gravel)			
5.00	cu.m	B. Concrete Drop Inlet with Control Slab(Portland Cement, 40 kgs/bag, Type 1 (Rapid Set), Washed Sand;S-1 and 3/4 Crushed Gravel)			
<b>IV. METAL/STEEL WORKS</b>					
1.00	lot	2" diam Sch. 40 G.I.Pipe			
		2-1/2" diam Sch. 40 G.I.Pipe(Fabricated Hinges)			
		12 mm Thick Base Plate/MS Plate			
		1" Square Tubular G.I. 2.00mm Thick			
		1" x 2" Tubular G.I. 3.00mm Thick			

		G.I. Sheet Ga. 18 thick (Sidings and Roofing), 1.2m x 2.4m			
		4' x 8' Welded Wire/Steel Matting Ga.10			
		Anchor Bolt/Nuts 10mm diam			
		Welding Rod			
		Consumables (Cutting disk, etc)			
<b>V. PAINTING WORKS</b>					
1.00	lot	Tinting color, Automotive Paint, Quick Dry enamel, Epoxy Gray Metal Primer Paint, Lacquer/Paint Thinner, Assorted Paint Brush, Consumables(rags, old newspaper, sand paper, etc.)			
<b>VI. PLUMBING WORKS</b>					
20.00	units	<b>A. Engine and Accessories:</b> Model RK80-1S: Horizontal Water-Cooled, Type:4- Cycle Diesel Engine, Number of Cylinder: 1, Bore x Stroke: 82 x 84mm (3.23 x 3.31in), Displacement: 487 cc (29.72 cu.in.), Maximum Output: 9.5hp / 2400rpm & 7.09kW/ 2400rpm, Continuous Rated Output: 8.0hp/2400rpm & 5.97kW/2200rpm, Combustion System: Direct Injection System, Compression Ration: 18, Direction of Rotation: Counter Clockwise (Viewed Fronting the Flywheel), Starting System: Manual Speed- Doubled Handling, Lubricant System: Forces Lubrication with Tronchoid Pump, Cooling			

		System: Radiator, Fuel: Light Diesel Oil, Lubrication Oil: API Service CC, CD or CF Class, Cooling Water Capacity: 1.6 L (0.42 US Gal), Fuel Tank Capacity: 10L (2.64 US Gal), Crankcase Oil capacity : 2.4L (0.64 Gal), Dry Weight: 83kgs(183lbs), Lamp Dynamo Output: 12V(32W) ,Engine Accessories/ Consumables ( Metal Base,Belts,Fittings, Tee, Elbow etc.)			
20.00	units	<b>B. Plumbing Fixtures/Fittings:</b> Elbow G.I. Pipe 4" diam,Niple 4" Sch.40 (0.20m)&(0.40m),4" Mixed Flow Water Pump Heavy Duty, Plumbing Consumables ( Fittings, Tee, Elbow etc.)			
<b>VI. OTHERS</b>					
1.00	L.S.	A. Testing Fess /Permits/ Temporary Facilities/PPE's etc.			
	<b>SUMMARY OF COST</b>				
		<b>Direct Cost</b>			
		MATERIAL COST +			
		LABOR COST + EQUIPMENT RENTAL COST			
		<b>Total Direct Cost</b>			
		<b>Indirect Cost</b>			
		OCM			
		PROFIT			
		TAX			
		<b>Total Indirect Cost</b>			

## ***Section IX. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**Or**
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;  
**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).

#### Technical 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; **and**
- ☐ (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**
- ☐ (i) 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**
- ☐ (j) Project Requirements, which shall include the following:
  - ☐ a. Organizational chart for the contract to be bid;
  - ☐ 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; **and**
- ☐ (k) 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.

#### Financial Documents

- ☐ (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 two (2) years from the date of bid submission; **and**

- ☐ (m) 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. FINANCIAL COMPONENT ENVELOPE**

- ☐ (o) Original of duly signed and accomplished Financial Bid Form; **and**

**Other documentary 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 sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (r) Cash Flow by Quarter.

*Section X. Bidding Form*

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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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:
- Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - 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

**[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]*

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REPUBLIC OF THE PHILIPPINES)

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/manufacture/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 Rules on Notarial Practice]*

