



**Philippine Rice Research Institute**  
DA-PhilRice Isabela Branch Station  
Malasin, San Mateo, 3318 Isabela

**BIDDING DOCUMENT**  
**FOR THE**  
**REPAIR AND IMPROVEMENT OF DRAINAGE**  
**CANAL OUTFALL, SEED WAREHOUSE AND**  
**SUPPLY WAREHOUSE**  
**PHILRICE ISA PB INFRA 2024-004**

**Better Rice Communities.**

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***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  
REPAIR AND IMPROVEMENT OF DRAINAGE CANAL OUTFALL, SEED WAREHOUSE  
AND SUPPLY WAREHOUSE  
PHILRICE ISABELA PB INFRA 2024-004**

1. The **Philippine Rice Research Institute – Isabela Branch Station**, through the **2024 Corporate Fund Budget** intends to apply the sum of ***Nine Hundred Ninety-nine Thousand Nine Hundred Ninety-eight Pesos Only (PhP999,998.00)*** being the Approved Budget for the Contract (ABC) to payment under the contract. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Rice Research Institute – Isabela Branch Station** now invites contractors with PCAB license of at least **Category E/Small A** for the above Procurement Project. Completion of the Works is required ***One Hundred Fifty Days (150 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-Isabela Branch Station** through telecommunication or video conferencing during office hours and inspect the Bidding Documents at the PhilGEPS and PhilRice websites. Kindly refer to the schedule below.
5. A complete set of Bidding Documents may be acquired by interested bidders from the address and websites 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 ***One Thousand Pesos Only (Php 1,000.00)***.

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 – Isabela Branch Station** 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.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 15**.



9. Face to face and online/virtual Bid opening shall be held on the given schedule below and bids will be opened in the presence of the bidders' representatives (via video conferencing). Late bids shall not be accepted.
10. The **Philippine Rice Research Institute- Isabela Branch Station** 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	March 27- April 17, 2024 (except Holidays, Saturdays and Sundays)  8:00AM - 5:00PM	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	March 27- April 17, 2024 (except Holidays, Saturdays and Sundays)  8:00AM - 5:00PM	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)	April 5, 2024  Meeting Proper: 9:30AM	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	On or before April 17, 2024  4:00 PM	Through personal delivery at the designated drop off point. Can also be sent through courier.
Bid Opening (Face to Face & Virtual/Online)	April 18, 2024  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:

***ROUELLA S. MELEGRITO***

*PPMU Head / Bids and Awards Committee Secretariat*

*Procurement and Property Management Unit*

*PhilRice Isabela - Malasin, San Mateo, Isabela*

*Email address: rouellasantiago@gmail.com*

*CP No: 09771043069*





**Philippine Rice Research Institute**

DA-PhilRice Isabela Branch Station  
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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: March 26, 2024**

**FERNANDO D. GARCIA**  
BAC Chairperson

**NOTICE/ANNOUNCEMENT**

*DA DOES NOT CONDONE ANY FORM OF SOLICITATION ON ANY PROSPECTIVE WINNING AND LOSING BIDDERS BY ANY OF OUR STAFF/EMPLOYEES OR ANY OTHER PARTY. ANY SORT OF THIS KIND SHALL BE REPORTED IMMEDIATELY TO THE OFFICE OF THE SECRETARY OR THE NATIONAL BUREAU OF INVESTIGATION (NBI) FOR ENTRAPMENT AND PROPER INVESTIGATION.*

**Better Rice Communities.**

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**Social Media:** web.facebook.com/philrice.isabela.96



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

## **Instruction to Bidders**

### **1. Scope of Bid**

The **Philippine Rice Research Institute- Isabela Branch Station** invites Bids for **Repair and Improvement of Drainage Canal Outfall, Seed Warehouse and Supply Warehouse** with Project Identification Number **PHILRICE ISABELA PB INFRA 2024-004**.

The Procurement Project Repair and Improvement of Drainage Canal Outfall, Seed Warehouse and Supply Warehouse are 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 **2024 Corporate Fund Budget** in the amount of **Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Eight Pesos Only (Php999,998.00)**.

2.2. The source of funding is:

a. The **2024 Corporate Fund 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 "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

### **5. Eligible Bidders**

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

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

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

## **6. Origin of Associated Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

- 7.1. 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>General Construction, Repair and Improvement</b>																								
7.1	<i>No further instructions.</i>																								
10.3	<i>A valid PCAB license is required for this project of at least <b>Category E/Small A</b></i>																								
10.4	The minimum work experience requirements for key personnel are the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">General Experience</th> <th style="text-align: center;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td>Site Engineer</td> <td>General Construction</td> <td>3 years</td> </tr> <tr> <td>Foreman</td> <td>General Construction</td> <td>3 years</td> </tr> <tr> <td>Carpenter</td> <td>General Construction</td> <td>3 years</td> </tr> <tr> <td>Painter</td> <td>General Construction</td> <td>3 years</td> </tr> <tr> <td>Mason</td> <td>General Construction</td> <td>3 years</td> </tr> <tr> <td>Welder</td> <td>General Construction</td> <td>3 years</td> </tr> <tr> <td>Laborer</td> <td>General Construction</td> <td>1 year</td> </tr> </tbody> </table>	Key Personnel	General Experience	Relevant Experience	Site Engineer	General Construction	3 years	Foreman	General Construction	3 years	Carpenter	General Construction	3 years	Painter	General Construction	3 years	Mason	General Construction	3 years	Welder	General Construction	3 years	Laborer	General Construction	1 year
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10.5	The minimum major equipment requirements are the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Power Tools</th> <th style="text-align: center;">Number of Unit/s</th> </tr> </thead> <tbody> <tr> <td>Cut-Off Machine</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Welding Machine</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Grinder</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Electric Drill</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Other relevant tools that will be needed to the project.</td> <td></td> </tr> </tbody> </table>	Power Tools	Number of Unit/s	Cut-Off Machine	1	Welding Machine	1	Grinder	1	Electric Drill	1	Other relevant tools that will be needed to the project.													
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12	<i>No further instructions.</i>																								
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ol style="list-style-type: none"> <li>a. The amount of not less than <b>Twenty Thousand Pesos Only (Php20,000.00)</b> Two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>Fifty Thousand Pesos Only (Php50,000.00).</b> Five percent (5%) of ABC, if bid security is in Surety Bond.</li> </ol>																								
19.2	<b>Partial bids are not allowed:</b>																								
20	Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) for the last six months  VAT Returns (Form 2550M & 2550Q) or Percentage Tax Return (2551M or 2551Q) with proof of payment																								
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as; <ol style="list-style-type: none"> <li>1. Construction schedule,</li> <li>2. PERT/CPM,</li> </ol>																								

	<ol style="list-style-type: none"><li>3. Manpower schedule,</li><li>4. Construction methods,</li><li>5. Construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</li></ol>
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***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

## 2. Sectional Completion of Works

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

## 3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

## 4. The Contractor's Obligations

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

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

## 5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both

parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

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

## **7. Warranty**

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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

## **10. Dayworks**

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

## **11. Program of Work**

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

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

## **14. Progress Payments**

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

## **15. Operating and Maintenance Manuals**

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
2	<i>The intended completion date is <b>One Hundred Fifty (150) calendar days</b></i>
4.1	<i>No further instructions</i>
6	<i>No further instructions</i>
7.2	<i>The Warranty against Structural Defects: [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>
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>seven (7)</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>15% of the total contract price.</b>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.2	<p><b>Close-Out Report</b> is required upon completion which includes the following:</p> <p><b>Pictures of Work Progress</b> (in print and in CD for electronic copy)</p> <p>Refer to Section VI for complete details of the Close-Out Report.</p>



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

## I. 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 **Repair and Improvement of Drainage Canal Outfall, Seed Warehouse, and Supply Warehouse** 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 Isabela , Malasin, San Mateo, Isabela.**

### A. 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.

## B. 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. 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.

## C. 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. 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. Pictures of Work Progress (in print and in CD for electronic copy);
- b. 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

#### General

- b. **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.

### c. 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.

#### **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.

#### **G. 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.

## 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 arc 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. ROOFING AND TINSMITHRY WORKS

### A. MATERIALS

0.60mm thk. Pre-painted Long Span Single Rib Type Roofing, the roof shall be covered with Pre-painted long span roofing sheets.

### 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, Ridge Rolls and Fascia.** Shall be prefabricated fascia as per design in the drawings. It shall be installed at the edge of the roofing. The ridge rolls, flashing and fascia shall be riveted to the roofing sheets.

## VII. 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 Repellant** 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.
  - **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 flow 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.

## VIII.

### X. OTHERS:

#### **SIGNAGES AND MARKINGS.**

The contractor shall provide all necessary signage's and markings before and during construction. All warning signs must be placed in areas where there are dangers in construction activity. Signage and Markings must be visible and readable and can easily be seen by people.

#### **MOBILIZATION AND DEMOBILIZATION**

The contractor upon receipt of the notice to proceed shall immediately mobilize and transport his plant, equipment, materials and employees to the site and demobilize or remove the same at the completion of the project.

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

(attached separately)

***Section VIII. Bill of Quantities***

## **BID PROPOSAL**

**PROJECT: Repair and Improvement of Drainage Canal Outfall, Seed Warehouse and Supply Warehouse.**

**LOCATION: Malasin, San Mateo, Isabela**

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Company Name

---

Name of Bidder

---

Position

---

Address of Bidder

---

Signature of Bidder

(Submit in Duplicate)

---

Date

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

*[shall be submitted with the Bid]*

---

### **BID FORM**

Date : \_\_\_\_\_

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

To: *[name and address of Procuring Entity]*

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>1</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[Name of Project]* of the *[Name of the Procuring Entity]*.
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

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<sup>1</sup> currently based on GPPB Resolution No. 09-2020

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Project: **Improvement of Drainage Canal Outfall**  
 Location: **PhilRice-IES, San Mateo, Isabela**  
 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>
<b>LOT I - CIVIL WORKS</b>			
I.	SITE WORKS		
II.	CONCRETE WORKS		
III.	REINFORCING STEEL BARS		
IV.	MASONRY WORKS		
V.	FORMWORKS AND SCAFFOLDING		
	<b>SUB-TOTAL</b>		
<b>B. BREAKDOWN OF ESTIMATED EXPENDITURE</b>			
<b>I. DIRECT COST</b>			
	<i>MATERIAL COST</i>	<i>Php</i>	
	<i>LABOR COST + EQUIPMENT RENTAL COST</i>	<i>Php</i>	
	<b><i>TOTAL DIRECT COST</i></b>	<b><i>Php</i></b>	
<b>II. INDIRECT COST</b>			
	<i>PROFIT</i>		
	<i>OCM</i>		
	<i>TAX</i>		
	<b><i>TOTAL INDIRECT COST</i></b>	<b><i>Php</i></b>	
<b>TOTAL ESTIMATED PROJECT COST</b>		<b><i>Php</i></b>	



Project : **Improvement of Drainage Canal Outfall**  
Subject : **Bill of Quantities**  
Location : **PhilRice-IES, San Mateo, Isabela**

## **LOT I – CIVIL WORKS**

### **FEATURES AND SCOPE OF WORKS**

#### **SITE WORKS**

- Excavation works for CHB layout
- Backfilling works and gravel bedding for the canal base
- 

#### **CONCRETE WORKS**

- Concreting of canal base

#### **REINFORCING STEEL BARS**

- Reinforcing bars for all concrete works

#### **FORMWORKS**

- Formworks for all concrete works

#### **MASONRY WORKS**

- Masonry works for CHB layout

#### **OTHERS**

- Fabrication and installation of steel door
- HDPE Pipe laying from source to cistern tank
- Restoration of affected landscape during construction
- Professional Fees, PPEs, Signages, Temporary Barrier, etc.

Item no.	Description	QTY	UNIT	MATERIAL COST	LABOR COST	ESTIMATED DIRECT COST	OCM (15%)	PROFIT (10%)	VAT (5%)	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
<b>LOT I – CIVIL WORKS</b>												
<b>I.</b>	<b>SITE WORKS</b>											
	<b>A. Excavation Works</b>	24.75	cu.m.									
	<b>B. Backfill and Gravel Bedding</b>	1.00	lot									
>	Ordinary Gravel, S1											
	<b>TOTAL</b>											
<b>II.</b>	<b>CONCRETE WORKS</b>											
>	Portland Cement	4.95	cu.m.									
>	Sand - S1 Washed											
>	Crushed Gravel (3/4)											
	<b>TOTAL</b>											
<b>III.</b>	<b>REINFORCING STEEL BARS</b>											
		370.0	kgs									
>	Ø12 DRSB x 6meters											
>	Ø10 DRSB x 6meters											
>	Consumables (Tie Wire, Cutting Disk, etc.)											
	<b>TOTAL</b>											
<b>IV.</b>	<b>FORMWORKS</b>											
>	1/2" Marine Plywood											
>	Form Lumber											
>	Consumables (CWN, Tie Wire, etc.)											
	<b>TOTAL</b>											
<b>V.</b>	<b>MASONRY WORKS</b>											
>	4" CHB	72.00	sq.m.									

>	Portland Cement											
>	Sand - S1 Washed											
>	Ø10 DRSB x 6meters											
>	Consumables (Tie Wire, Cutting Disk, etc.)											
<b>TOTAL</b>												
<b>VI</b>	<b>OTHER WORKS</b>											
>	Professional Fees, PPEs, Signages, Temporary Barrier, etc.	1.00	lot									
<b>TOTAL</b>												
<b>TOTAL COST – LOT I</b>												

Project: **Improvement of Seed Warehouse**

Location: **PhilRice-IES, San Mateo, Isabela**

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>
<b>LOT I - CIVIL WORKS</b>			
I.	FORMWORKS AND SCAFFOLDING		
II.	METAL WORKS		
III.	PAINTING WORKS		
	<b>SUB-TOTAL</b>		
<b>B. BREAKDOWN OF ESTIMATED EXPENDITURE</b>			
<b>I. DIRECT COST</b>			
	<i>MATERIAL COST</i>	<i>Php</i>	
	<i>LABOR COST + EQUIPMENT RENTAL COST</i>	<i>Php</i>	
	<b><i>TOTAL DIRECT COST</i></b>	<b><i>Php</i></b>	
<b>II. INDIRECT COST</b>			
	<i>PROFIT</i>		
	<i>OCM</i>		
	<i>TAX</i>		
	<b><i>TOTAL INDIRECT COST</i></b>	<b><i>Php</i></b>	
<b>TOTAL ESTIMATED PROJECT COST</b>		<b><i>Php</i></b>	

Project : **Improvement of Seed Warehouse**  
Subject : **Bill of Quantities**  
Location : **PhilRice-IES, San Mateo, Isabela**

## **LOT I – CIVIL WORKS**

### **FEATURES AND SCOPE OF WORKS**

#### **FORMS AND SCAFFOLDING**

- Installation of Scaffolding for repainting of roof cover and installation of bird proofing

#### **METAL WORKS**

- Installation of bird proofing

#### **PAINTING WORKS**

- Repainting of Roof Cover and other metal works

#### **OTHERS**

- Professional Fees, PPEs, Signages, Temporary Barrier, etc.

Item no.	Description	QTY	UNIT	MATERIAL COST	LABOR COST	ESTIMATED DIRECT COST	OCM (15%)	PROFIT (10%)	VAT (5%)	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
<b>LOT I – CIVIL WORKS</b>												
<b>I.</b>	<b>FORMS AND SCAFFOLDING</b>											
>	Assorted Good Lumber or Scaffolding Materials											
>	Hardwares	1.00	lot									
>												
	<b>TOTAL</b>											
<b>II.</b>	<b>METAL WORKS</b>											
>	Zinc Coated wire mesh gauge #16 ½ x 4' x 50m	450	sq.m.									
>	Flat bar ½"x3/16"x6m											
>	Hardwares(Drill Bit, Blind Rivets)											
	<b>TOTAL</b>											
<b>III.</b>	<b>PAINTING WORKS</b>											
>	Semi gloss latex(beige)	623	sq.m.									
>	Consumables (vulcaseal, roller brush, paint brush)											
	<b>TOTAL</b>											
<b>IV</b>	<b>OTHER WORKS</b>											
>		1.00	lot									
>	Professional Fees, PPEs, Signages, Temporary Barrier, etc.	1.00	lot									
	<b>TOTAL</b>											
	<b>TOTAL COST – LOT II</b>											

Project: **Improvement of Supply Warehouse**  
 Location: **PhilRice-IES, San Mateo, Isabela**  
 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>
<b>LOT I - CIVIL WORKS</b>			
I.	FORMWORKS AND SCAFFOLDING		
II.	METAL WORKS AND ROOFING WORKS		
III.	PAINTING WORKS		
		<b>SUB-TOTAL</b>	
<b>B. BREAKDOWN OF ESTIMATED EXPENDITURE</b>			
<b>I. DIRECT COST</b>			
	<i>MATERIAL COST</i>	<i>Php</i>	
	<i>LABOR COST + EQUIPMENT RENTAL COST</i>	<i>Php</i>	
	<b><i>TOTAL DIRECT COST</i></b>	<b><i>Php</i></b>	
<b>II. INDIRECT COST</b>			
	<i>PROFIT</i>		
	<i>OCM</i>		
	<i>TAX</i>		
	<b><i>TOTAL INDIRECT COST</i></b>	<b><i>Php</i></b>	
<b>TOTAL ESTIMATED PROJECT COST</b>		<b><i>Php</i></b>	

Project : **Improvement of Supply Warehouse**  
Subject : **Bill of Quantities**  
Location : **PhilRice-IES, San Mateo, Isabela**

## **LOT I – CIVIL WORKS**

### **FEATURES AND SCOPE OF WORKS**

#### **FORMS AND SCAFFOLDING**

- Installation of Scaffolding for repainting of roof cover and installation of roofing materials

#### **METAL WORKS AND ROOFING WORKS**

- Retrofitting Roof Cover, Fascia Board/Cover and Gutter

#### **PAINTING WORKS**

- Repainting of Roof Cover, Concrete Wall and other metal works

#### **OTHERS**

- Professional Fees, PPEs, Signages, Temporary Barrier, etc.



Item no.	Description	QTY	UNIT	MATERIAL COST	LABOR COST	ESTIMATED DIRECT COST	OCM (15%)	PROFIT (10%)	VAT (5%)	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
<b>LOT I – CIVIL WORKS</b>												
<b>I.</b>	<b>FORMS AND SCAFFOLDING</b>											
>	Assorted Good Lumber or Scaffolding Materials											
>	Hardware	1.00	lot									
>												
	<b>TOTAL</b>											
<b>II. METAL WORKS AND ROOFING WORKS</b>												
	Insulation foam double sided 10mm thk	450	sq.m.									
	Welded wire mesh gauge #16 ½”x 4’											
	G.I. C-purlins 2”x6”											
	Box Gutter 24” x 2.44m x 0.50mm thk											
	Hardware(Drill Bit, Blind Rivets)											
	<b>TOTAL</b>											

<b>III.</b>	<b>PAINTING WORKS</b>											
	Concrete neutralizer	1210	sq.m.									
	Semi gloss latex											
	Flat latex											
	Skimcoat											
	Consumables (vulcaseal, roller brush, paint brush)											
	<b>TOTAL</b>											
<b>IV</b>	<b>OTHER WORKS</b>											
>		1.00	lot									
>	Professional Fees, PPEs, Signages, Temporary Barrier, etc.	1.00	lot									
	<b>TOTAL</b>											
<b>TOTAL COST – LOT III</b>												
<b>GRAND TOTAL COST – LOT I + LOT II + LOT III</b>												
<b>SUMMARY OF COST</b>												
<b>DIRECT COST</b>												
										<b>MATERIALS COST</b>	<b>PHP</b>	
										<b>LABOR &amp; EQUIPMENT COST</b>	<b>PHP</b>	
<b>INDIRECT COST</b>												
										<b>PROFIT</b>	<b>PHP</b>	
										<b>OCM</b>	<b>PHP</b>	
										<b>VAT</b>	<b>PHP</b>	
<b>GRAND TOTAL PROJECT COST</b>											<b>PHP</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**

##### Technical Documents

- (b) 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**
- (c) 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**
- (d) 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**
- (e) 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**
- (f) 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**
- (g) 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

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).  
(Please include 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, as basis of NFCC Computation)

#### *Class "B" Documents*

- (i) 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

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

Other documentary requirements under RA No. 9184

- (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (l) 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**
- (m) Cash Flow by Quarter.