PHILIPPINE BIDDING DOCUMENTS (As Harmonized with Development Partners)

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

PROPOSED CONCRETING OF PATHWALK ALONG ROAD 19 AND ROAD 15

Project No.: 20-00021

Sixth Edition July 2020

Preface

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

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

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

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

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

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

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

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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

Notes on the Invitation to Bid

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

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

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

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

REPUBLIC OF THE PHILIPPINES QUEZON CITY GOVERNMENT



BIDS AND AWARDS COMMITTEE FOR INFRASTRACTURE & CONSULTANCY 2nd floor, Finance Building, Procurement Department, Quezon City Hall Complex, Elliptical Road, Quezon City

October 01, 2020

No.	Project No.	Project Name	Location	Amount	Duration Cal. Days	Office	Source Fund
Road	ts – Small B						
1	20-00020	Proposed Rehabilitation of Road and Drainage at Geronimo Extension	Bagong Silangan	1,124,555.55	90	City Engineering Department	City Engineering Dept- Continuing
2	20-00021	Proposed Concreting of Pathwalk along Road 19 and Road 15	Bahay Toro	2,177,633.62	90	City Engineering Department	General Fund Engineering Dept.
3	20-00022	Proposed Rehabilitation of Road and Drainage at Akle Street	Claro (Quirino 3- B)	5,623,066.65	120	City Engineering Department	City Engineering Dept- Continuing
4	20-00023	Proposed Rehabilitation of Road and Drainage at Sunrise Drive	Bagong Lipunan ng Crame	7,674,355.39	120	City Engineering Department	City Engineering Dept- Continuing
5	20-00024	Proposed Rehabilitation of Road and Drainage at Red Arrow Street	White Plains	8,649,773.79	120	City Engineering Department	City Engineering Dept- Continuing
6	20-00025	Proposed Rehabilitation of Road and Drainage at Fernsville Street	White Plains	9,474,554.05	150	City Engineering Department	City Engineering Dept- Continuing
7	20-00026	Proposed Rehabilitation of Road and Drainage at Yellowstone Street	White Plains	9,982,063.52	150	City Engineering Department	City Engineering Dept- Continuing
8	20-00027	Proposed Rehabilitation of Road and Drainage at Greenhill Street	White Plains	10,076,428.96	150	City Engineering Department	City Engineering Dept- Continuing
9	20-00028	Proposed Rehabilitation of Road and Drainage at Road 20 and Road 23	Bahay Toro	12,307,641.95	180	City Engineering Department	City Engineering Dept- Continuing
10	20-00029	Proposed Rehabilitation of Road and Drainage at Bayaya Street	Bungad	12,978,525.83	180	City Engineering Department	City Engineering Dept- Continuing
11	20-00030	Proposed Rehabilitation of Road and Drainage at Gumamela Street	Roxas	16,171,478.46	180	City Engineering Department	City Engineering Dept- Continuing
12	20-00031	Proposed Rehabilitation of Road and Drainage at Ilaw Street	Pałtok	16,178,831.24	180	City Engineering Department	City Engineering Dept- Continuing
13	20-00032	Proposed Rehabilitation of Road and Drainage at Tabayoc Street	Sienna	18,901,421.05	180	City Engineering Department	City Engineering Dept- Continuing
14	20-00033	Proposed Rehabilitation of Road and Drainage at Maria Clara Street	Talayan	20,563,725.51	210	City Engineering Department	City Engineering Dept- Continuing
Build	ing – Small B						
15	20-00034	Proposed Construction of two (2) storey Damayang Lagi Barangay Hall Building	Damayang Lagi	28,149,031.07	180	City Engineering Department	General Fund- Engineering Dept.

INVITATION TO BID

- The QUEZON CITY LOCAL GOVERNMENT now invites bids for Various Projects. Completion of the works is required as stated above. 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
- 2.

1.

A complete set of Bidding Documents may be acquired by interested Bidders on October 02, 2020 upon submission of a Document Request List (DRL) printed from the Philippine Government Electronic Procurement System (PhilGEPS) website from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB.

STANDARD RATES:

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00

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 submission of the bids.

- 3. The following are the requirements for purchase of Bidding Documents;
 - 1. PhilGEPS Registration Certificate (Platinum 3 Pages)
 - 2. Document Request List (DRL)
 - 3. Authorization to purchase bidding documents
 - 3.1 Secretary's Certificate (for corporation)
 - 3.2 Special Power of Attorney (for sole proprietorship)
 - 4. Notarized Joint Venture Agreement (if applicable)
 - 5. Letter of Intent

It must be duly received by the BAC Secretariat at 2nd Floor, Procurement Department, Finance Building, Quezon City Hall Compound on or before **October 9**, 2020 - 5:00PM

- 4. The QC- BAC- INFRASTRUCTURE & CONSULTANCY will hold a Pre-Bid Conference on October 12, 2020 at 11:00 AM at 2nd Floor, Procurement Department-Bidding Room, Finance Building, Quezon City Hall Compound or we encourage the prospective bidders to join through our Virtual Conference (ZOOM APP) Meeting ID: 89111859539 Password : 598996
- 5. Bids must be duly received by the BAC Secretariat at the address below on or before October 26, 2020 – 11:00AM. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause.

Bid opening will be on October 26, 2020 - 1:00PM at 2nd Floor, Procurement Department-Bidding Room, Finance Building, Quezon City Hall Compound. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

6. The *Quezon City Local Government* 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

7. For further information, please refer to:

ATTY. DOMINIC B. GARCIA

OIC, Procurement Department 2nd Floor, Procurement Department, Finance Building, Quezon City Hall Compound Elliptical Road, Barangay Central Diliman, Quezon City. Tel. No. (02)8988-4242 loc. 8506/8710 Email Add: procurement@quezoncity.gov.ph Website: <u>www.quezoncity.gov.ph</u>

By:

1

ATTY. MARK DAVE DIAMOND P. PERBAL Chairman BAQ-Infra and Consultancy

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *[indicate name]* invites Bids for the *[insert Procurement Project]*, with Project Identification Number *[indicate number]*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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 *[indicate funding year]* in the amount of *[indicate amount]*.
- 2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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: [Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- b. Subcontracting is not allowed.
- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. **Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address {*[insert if applicable]* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.

- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

[Select one, delete other/s]

- a. Philippine Pesos.
- b. [indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post Qualification

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

21. Signing of the Contract

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

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is Quezon City Government
	The name of the Contract is PROPOSED CONCRETING OF
	PATHWALK ALONG ROAD 19 AND ROAD 15, BARANGAY BAHAY
	TORO
	The identification number of the Contract is 20-00021
2	The Funding Source is:
	The Government of the Philippines (GOP) through General Fund-
	Engineering Dept. in the amount of Two Million One Hundred Seventy
	Seven Thousand Six Hundred Thirty Three Pesos & 22/100 Ctvs.
	(P 2,177,633.62)
	NOTE: In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or –Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.
	The name of the Project is Proposed Concreting of Pathwalk along
	Road 19 and Road 15, Barangay Bahay Toro, District 1, Quezon
	City
3.1	No further instructions.
5.1	
	In addition, eligible bidders shall qualify or comply with the following:
	1. Bidders with valid Philippine Contractors Accreditation Board (PCAB) Type
	Roads - Small B
	2. Completed construction project(s) which is similar to the Project and which cost at least fifty percent (50%) of the ABC.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4(a)	No further instructions.
5.4(b)	For this purpose, similar contracts shall refer to contracts which have the
	same major categories of work.
8.1	Subcontracting is not allowed
L	

8.2	Not applicable		
9.1	The QC-BAC- Infrastructure and C conference for this Project on Octob Procurement Department-Bidding Re Hall Compound or we encourage the our Virtual Conference (ZOOM AP) Meeting ID: 89111859539 Password : 598996	per 12, 2020 11:00 com, Finance Build e prospective bidde	A.M . at 2 nd Floor, ing, Quezon City
10.1	The Procuring Entity's address is:		
	QUEZON CITY GOVERNMENT Quezon City Hall Compound Barangay Central, Quezon City		
	ATTY. DOMINIC B. GARCIA Procurement Department 2 nd Floor, Finance Building, Quezon City Hall Compound, Barangay Central, Quezon City 8988-4242 loc. 8709/8710 Email Add: <u>procurement@quezonc</u> Website: <u>www.quezoncity.gov.ph</u>	<u>:ity.gov.ph</u>	
10.4	No further instructions.		
12	Bidders are encouraged but not requ	uired to comply with	the following:
	 -all copy documents be originally starsigned by the authorized signatory; -use of more visible color of ink othe Certified True Copy; and -tabbing of the required documents 	mped "Certified Tru	ue Copy"and duly
12.1(a)	In the statement of all on-going and in support of the enumerated pro sequence as they appear in the issu	jects shall be pre	
12.1(a)(ii)	Each contractor shall submit its releve projects which shall be subjected to		•
12.1(b)(ii.2)	The minimum work experience requi following:		
	Qnty.Key Personnel1Project Manager1Project Engineer1Materials Engineer1Safety Officer1Safety Officer1Surveyor1Surveyor Assistant1Procurement Officer12Equipment Operator8Equipment Assistant1General Foreman12Laborer	<u>General</u> <u>Experience</u> 3 years 3 years 3 years 3 years 3 years 3 years 3 years 3 years 3 years 3 years 1 year	Relevant Experience 3 years 3 years

	In addition, the bidder must execute an affa that the foregoing personnel shall perform completion. Please see attached bid forms.	work exclusively for th			
12.1(b)(iii.3)	i.3) The minimum major equipment requirements are the following				
	<u>Equipment</u>	<u>Capacity</u>	<u>Number of</u> <u>Units</u>		
	Backhoe with Concrete Breaker Jackhammer		1		
	Dumptruck		1		
	Pay Loader		1		
	Motorized Road Roller		1		
	Vibratory Roller		1		
	Water Truck		1		
	Concrete Vibrator		1		
	Concrete Mixer (2-Bagger)		1		
	Plate Compactor Elf Truck		1 1		
	In addition, the bidder must execute an aff that the foregoing equipment shall be used its completion. Please see attached bid form	l exclusively for the pro			
12.1.(b).(iii)	12.1.(b).(iii) The bidder's authorized signatory is the one who executes the O Sworn Statement, otherwise, a separate Special Power of Attorne shall be attached in support of the Omnibus Sworn Statement.				
	An Affidavit of Site Inspection shall a Omnibus Sworn Statement.	also be submitted o	or as part of the		
13.1	"No additional Requirements.				
13.1(b)	This shall include all of the following	documents:			
	Bid prices in the Bill of Quant	ities;			
	 Detailed estimates, including prices of construction materia used in coming up with the B 	als, labor rates, and	•		
	Cash flow by quarter or paym	nent schedule.			
13.2	The ABC is Two Million One Hund Hundred Thirty Three Pesos & 22 with a financial component exceedir	/100 Ctvs. (₽ 2,17	7,633.62). Any bid		
14.2	No further instructions	-	•		
15.4	No further instruction				
16.1	The bid prices shall be quoted in Ph	ilippine Pesos.			
16.3	No further instructions.				
17.1	Bids will be valid until 120 calendar	-	•		
	Surety Bond issued by the private in	surance company	shall be callable		

 The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: The amount of not less than ₽ 43,552.68 [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; The amount of not less than ₽ 108,881.71 [5% of ABC] if bid security is in Surety Bond. The bid security shall be valid until 120 calendar days from opening of bids Each Bidder shall submit one (1) original) and one (1) copies of the first and second components of its bid. The address for submission of bids is Bids and Awards Committee (BAC) Bidding Room, Procurement Department, 2nd Floor, Civic Center Building F, Quezon City Hall Compound, Barangay Central, Quezon City
 is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; The amount of not less than ₱ 108,881.71 [5% of ABC] if bid security is in Surety Bond. The bid security shall be valid until 120 calendar days from opening of bids Each Bidder shall submit one (1) original) and one (1) copies of the first and second components of its bid. The address for submission of bids is Bids and Awards Committee (BAC) Bidding Room, Procurement Department, 2nd Floor, Civic Center Building
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and second components of its bid. The address for submission of bids is Bids and Awards Committee (BAC) <i>Bidding Room, Procurement Department, 2nd Floor, Civic Center Building</i>
Bidding Room, Procurement Department, 2 nd Floor, Civic Center Building
The deadline for submission of bids is 11:00 AM, October 26, 2020.
The place of bid opening is at Bids and Awards Committee (BAC) <i>Bidding Room, Procurement Department, 2nd Floor, Civic Center Building F, Quezon City Hall Compound, Barangay Central, Quezon City</i>
The date and time of bid opening is 1:00 PM, October 26, 2020.
No further instructions.
No further instructions.
Partial bid is not allowed . The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
No further instructions.
None
 Additional Contract Documents relevant to the Project as required: 1. Construction Schedule and S-curve, 2. Manpower Schedule, 3. Construction Methods, 4. Equipment Utilization Schedule, 5. PERT/CPM or other acceptable tools of project scheduling, shall be included in the submission of Technical Proposal.

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

4. The Contractor's Obligations

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

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

5. **Performance Security**

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. **Progress Payments**

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

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



REPLUBLIKA NG PILIPINAS LUNGSOD OUEZON

CITY ENGINEERING DEPARTMENT

5TH 8TH 7TH Floors, QC Civic Center Building "B" Telephone Nos. 8988-4242 Local 8538



NAME OF PROJECT PROPOSED CONCRETING OF PATHWALK ALONG ROAD 19 AND ROAD 15 LOCATION BARANGAY BAHAY TORO, DISTRICT 1, QUEZON CITY

TECHNICAL SPECIFICATIONS

GENERAL NOTES:

20-00021

- The above-mentioned project is subject to the Standards Specifications listed herein where applicable.
- 2. STANDARD SPECIFICATIONS
 - All works shall comply with DPWH STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES 2013 Edition supplemental specification pertaining to this project and provision of the contract.
- 3. DIMENSIONS

Unless otherwise specified, all dimensions which include stationing, distances between control points and elevations are measured in meters.

4. ALIGNMENT AND GRADE

No alteration or change in alignment and grade shall be made unless existing field condition so warrant and only upon the written order by the Eningeer-In-charge and approved by the propoer authority concerned.

- 5. REMOVAL OF EXISTING STRUCTURES AND OBSTRUCTIONS
 - a. Existing structures affected in this project shall be done with the required tools and equipment. All debris shall be immediately disposed.
 - b. Portion of existing utilities such as MWSS Pipelines, PLDT Posts, MERALCO Posts, etc. that may cause obstructions to the construction of ths project shall be relocated by the entity or owner concerned. Extreme precaution shall be exercised, damaged thereof shall be the account of the contractor.
- 6. SUB-GRADE, SUB BASE AND BASE.
 - a. Unsuitable sub-grade material shall be excavated below the ground surface to the required width and depth. The area to be excavated shall be backfilled with approved material.
 - b. No embankment material shall be placed until the foundation is stable.
 - c. All agregate sub-base and base course shall be spread, laid and compacted in accordance with the required thickness and proposed elevation.
- 7. CONCRETE AND CONCRETE PAVEMENT
 - a. All concrete to be used in this project shall be Class "A" unless otherwise indicated.
 - b. No Admixtures or additives will be allowed for all concrete works without prior approval by the City Engineer or his duly representative.
 - c. Traffic shall be required to reduced speed when passing the vicinity of the newly laid concrete pavement until such time that it has obtained the required strength.
- 8. ASPHALT PAVEMENT
 - a Prepared or Existing Base shall be thoroughly cleaned and free from dirt by utilizing a push broom as required. Emulsified asphalt (SS1) shall be used and spread evenly on the surface prepared by utilizing an asphalt distributor as required.
 - Asphalt Plant Hot Mix shall be laid evenly by utilizing an asphalt paver to a thickness as required in the plan or program of work.

9. REINFORCING STEEL BARS

Reinforcing steel shall conform to AASHTO M31 (ASTM615), Grade 40 for Bars 16 mm. diameter and smaller (40,000 psi), fy = 275 MPa, and for Bars greater than 16 mm Diam., Grade 60 (60,000 psi) fy = 414 MPa.

- 10. DRAINAGE
 - a Exact location, slope, outfalls and invert elevation of drainage structures shall be checked in the field by the Engineer-In-Charge, minor adjustment maybe made by the approval of the Engineer to suit actual field condition.
 - b. Existing drainage structures or part thereof removed by the contractor that are still serviceable shall be turned over to the Government and shall be deposited at a place within the project site designated by the Engineer-In-Charge without any extra compensation. Extreme precaution shall be exercised by the contractor not to damage these materials during the removal and handling.
- 11. CONSTRUCTION STAKES
- 20-00021 a. The contractor will be responsible for the true and proper setting out of the work or improvement and for correctness of position, level slope and continuous profile grade in road work. He will set construction stakes, establishing lines, slope and continuous profile work and other line and benchmark for bridge work.

Grade in road protective and necessary structures and appurtenances culvert work, as are deemed necessary from the reference date to be furnished by the Engineer-In-Charge in writing.

b. The checking of construction stakes by the Engineer-In-Charge shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect preserve all benchmark, pegs and other things used in setting out of the work.

ITEM 104 - REMOVAL OF EXISTING STRUCTURES DESCRIPTION

This Item shall consist of the removal wholly or in part, and satisfactory disposal of all buildings, fences, structures, old pavements, abandoned pipe lines, and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed off under other items in the Contract. It shall also include the salvaging of designated materials and backfilling the resulting trenches, holes, and pits.

ITEM 105 - ROADWAY EXCAVATION DESCRIPTION

Roadway excavation will include excavation and grading for roadways, parking areas, intersections, approaches, slope rounding, benching, waterways and ditches; removal of unsuitable material from the roadbed and beneath embankment areas; and excavating selected material found in the roadway as ordered by the Engineer for specific use in the improvement.

ITEM 200 - AGGREGATE BASE COURSE DESCRIPTION

This Item shall consist of furnishing, placing and compacting an aggregate base course on a prepared subgrade/subbase in accordance with this Specification and the lines, grades, thickness and typical crosssections shown on the Plans, or as established by the Engineer-In-charge.

MATERIAL REQUIREMENTS

Aggregate for base course shall consist of hard, durable particles or fragments of crushed stone, crushed slag or crushed or natural gravel and filler of natural or crushed sand or other finely divided mineral matter. The composite material shall be free from vegetable matter and lumps or balls of clay, and shall be of such nature that it can be compacted readily to form a firm, stable base. In some areas where the conventional base course materials are scarce or non-available, the use of 40% weathered limestone blended with 60% crushed stones or gravel shall be allowed, provided that the blended materials meet the requirements of this Item. The base course material shall conform to Table 201.1, whichever is called for in the Bill of Quantities

Sieve	e Designation	Mass Perce	nt Passing
Standard, mm	Alternate US Standard	Grading A	Grading B
50	2	100	
37.5	1-1/2"	-	100
25.0	T'	60 - 85	-
19.0	34	-	60 - 85
12.5	1/2	35-65	
4.75	No.4	20-50	30 - 55
0.425	No. 40	5-200-	8-252
0.075	No. 200	12	- 14

Table 201.1 - Grading Requirements

20-00021

The fraction passing the 0.075 mm (No. 200) sieve shall not be greater than 0.66 (two thirds) of the fraction passing the 0.425 mm (No. 40) sieve shall have a liquid limit not greater than 25 and plasticity index not greater than 6 as determined by AASHTO T 89 and T 90, respectively. The coarse portion, retained on a 2.00 mm (No. 10) sieve shall have a mass percent of wear not exceeding 50 by the Los Angeles Abrasion test determined by AASHTO T 96. The material passing the 19 mm (3/4 inch) sieve shall have a soaked CBR value of not less than 80% as determined by AASHTO T 193. The CBR value shall be obtained at the maximum dry density (MDD) as determined by AASHTO T 180, Method D. If filler, in addition to that naturally present, is necessary for meeting the grading requirements or for satisfactory bonding, it shall be uniformly blended with the base course material on the road or in a pug mill unless otherwise specified or approved. Filler shall be taken from sources approved by the Engineer, shall be free from hard lumps and shall not contain more than 15 percent of material retained on the 4.75 mm (No. 4) sieve.

ITEM 316 - PORTLAND CEMENT CONCRETE PAVEMENT

DESCRIPTION

This Item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with this Specification and in conformity with lines, grades, thickness and typical cross- section shown on the Plans. Compressive strength for concrete mix to be used shall not be less than 4,000 psi.

MATERIAL REQUIREMENTS

PORTLAND CEMENT

It shall conform to the applicable requirements of Item 700, Hydraulic Cement. Only Type I Portland Cement shall be used unless otherwise provided for in the Special Provisions. Different brands or the same brands from different mills shall not be mixed nor shall they be used alternately unless the mix is approved by the Engineer. However, the use of Portland Pozzolana Cement Type IP meeting the requirements of AASHTO M 240/ASTM C 695, Specifications for Blended Hydraulic Cement shall be allowed, provided that trial mixes shall be done and that the mixes meet the concrete strength requirements, the AASHTO/ASTM provisions pertinent to the use of Portland Pozzolana Type IP shall be adopted. Cement which for any reason, has become partially set or which contains lumps of caked cement shall be rejected. Samples of cement shall be obtained in accordance with AASHTO T 127.

FINE AGGREGATES

It shall consist of natural sand, stone screenings or other inert materials with similar characteristics, or combinations thereof, having hard, strong and durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of concrete without the approval of the Engineer.

It shall not contain more than three (3) mass percent of material passing the 0.075 mm (No. 200 sieve) by washing nor more than one (1) mass percent each of clay lumps or shale. The use of beach sand will not be allowed without the approval of the Engineer.

If the fine aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 10 mass percent.

The fine aggregate shall be free from injurious amounts of organic impurities. If subjected to the

colorimetric test for organic impurities and a color darker than the standard is produced, it shall be rejected. However, when tested for the effect of organic impurities of strength of mortar by AASHTO T 71, the fine aggregate may be used if the relative strength at 7 and 28 days is not less than 95 mass percent.

The fine aggregate shall be well-graded from coarse to fine and shall conform to Table 311.1

Mass Percent Passing
100
95 - 100
45 - 80
5-300-
10

Table 311.1 - Grading Requirements for Fine Aggregate

20-00021

COARSE AGGREGATES

It shall consist of crushed stone, gravel, blast furnace slag, or other approved inert materials of similar characteristics, or combinations thereof, having hard, strong, durable pieces and free from any adherent coatings. It shall contain not more than one {1} mass percent of material passing the

0.075 mm (No. 200) sieve, not more than 0.25 mass percent of clay lumps, nor more than 3.5 mass percent of soft fragments. If the coarse aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 12 mass percent. It shall have a mass percent of wear not exceeding 40 when tested by AASHTO T 96. If the slag is used, its density shall not be less than 1120 kg/m³ (70 lb./cu. ft.). The gradation of the coarse aggregate shall conform to Table 311.2. Only one grading specification shall be used from any one source.

Sieve De	signation	Mas	is Percent Passing	
Standard Mm	Alternate U.S. Standard	Grading A	Grading B	Grading C
75.00	3 in	100	-	-
63.00	2-1/2 in	90-100	100	100
50.00	2 n	- 90-100	95-100 37.5	1-1/2 in.
	25-60	35-70	-	
25.0	1 in	- 0-15	35-70 19.0	%in.
	0-10			
12.5	Vain.	0.5	0.5	10-30
4.75	No.4	-	-	0.5

Table 311.2 - Grading Requirement for Coarse Aggregate

WATER

Water used in mixing, curing or other designated application shall be reasonably clean and free of oil, salt, acid, alkali, grass or other substances injurious to the finished product. Water will be tested in accordance with and shall meet the requirements of Item 714. Water. Water which is drinkable may be used without test. Where the source of water is shallow, the intake shall be so enclosed as to exclude silt, mud, grass or other foreign materials.

REINFORCING STEEL

It shall conform to the requirements of Item 404, Reinforcing Steel. Dowels and tie bars shall conform to the requirements of AASHTO M 31 or M 42, except that rail steel shall not be used for tie bars that are to be bent and straightened during construction. The bars shall be deformed bars. Dowels shall be plain round bars. Before delivery to the site of work, one-half of the length of each dowel shall be plainted with one coat of approved lead or tar paint. The sleeves for dowel bars shall be metal of approved design to cover 50 mm (2 inches), plus or minus 5 mm (1/4 inch) of the dowel, with a closed end, and with a suitable stop to hold the end of the sleeve at least 25 mm (1 inch) from the end of the dowel. Sleeves shall be of such design that they do not collapse during construction.

JOINT FILLERS

20-00021

Poured joint fillers shall be mixed asphalt and mineral or rubber filler conforming to the applicable requirements of Item 705, Joint Materials.

Preformed joint filler shall conform to the applicable requirements of Item 705. It shall be punched to admit the dowels where called for in the Plans. The filler for each joint shall be furnished in a single piece for the full depth and width required for the joint.

ADMIXTURES

Air-entraining admixture shall conform to the requirements of AASHTO M 154. Chemical admixtures, if specified or permitted, shall conform to the requirements of AASHTO M 194. Fly Ash, if specified or permitted as a mineral admixture and as 20% partial replacement of Portland Cement in concrete mix shall conform to the requirements of ASTM C 618. Admixture should be added only to the concrete mix to produce some desired modifications to the properties of concrete where necessary, but not as partial replacement of cement.

CURING MATERIALS

Curing materials shall conform to the following requirements as specified; a) Burlap cloth - AASHTO M 182 b) Liquid membrane forming compounds - AASHTO M 148 c) Sheeting (film) materials - AASHTO M 171 Cotton mats and water-proof paper can be used.

CALCIUM CHLORIDE/CALCIUM NITRATE

It shall conform to AASHTO M 144, if specified or permitted by the Engineer-in-charge, as accelerator.

STORAGE OF CEMENT AND AGGREGATE

All cement shall be stored, immediately upon delivery at the Site, in weatherproof building which will protect the cement from dampness. The floor shall be raised from the ground. The buildings shall be placed in locations approved by the Engineer. Provisions for storage shall be ample, and the shipments of cement as received shall be separately stored in such a manner as to allow the earliest deliveries to be used first and to provide easy access for identification and inspection of each shipment. Storage buildings shall have capacity for storage of a sufficient quantity of cement to allow sampling at least twelve (12) days before the cement is to be used. Bulk cement, if used, shall be transferred to elevated air tight and weatherproof bins. Stored cement shall meet the test requirements at any time after storage when retest is ordered by the Engineer-in-charge. At the time of use, all cement shall be free-flowing and free of lumps. The handling and storing of concrete aggregates shall be such as to prevent segregation or the inclusion of foreign materials. The Engineer may require that aggregates be stored on separate platforms at satisfactory locations. In order to secure greater uniformity of concrete mix, the Engineer may require that the coarse aggregate be separated into two or more sizes. Different sizes of aggregate shall be stored in separate bins or in separate stockpiles sufficiently removed from each other to prevent the material at the edges of the piles from becoming intermixed.

PROPORTIONING, CONSISTENCY AND STRENGTH OF CONCRETE

The Contractor shall prepare the design mix based on the absolute volume method as outlined in the American Concrete Institute (ACI) Standard 211.1, "Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete' It is the intent of this Specification to require at least 364 kg of cement per cubic meter of concrete to meet the minimum strength requirements. The Engineer shall determine from laboratory tests of the materials to be used, the cement content and the proportions of aggregate and water that will produce workable concrete having a slump of between 40 and 75 mm (1-1/2 and 3 inches) if not vibrated or between 10 and 40 mm (1/2 and 1-1/2 inches) if vibrated, and a flexural strength of not less than 3.8 MPa (550 psi) when tested by the third-point method or 4.5 MPa (650 psi) when tested by the mid-point method at fourteen (14) days in accordance with AASHTO T97 and T177, respectively; or a compressive strength of 24.1 MPa (3500 psi) for cores taken at fourteen (14) days and tested in accordance with AASHTO T24. Slump shall be determined using AASHTO T 119. The designer shall consider the use of lean concrete (econocrete) mixtures using local materials or specifically modified conventional concrete mixes in base course and in the lower course composite, monolithic concrete pavements using a minimum of 75 mm (3 inches) of conventional concrete as the surface course. The mix design shall be submitted to the Engineer for approval and shall be accompanied with certified test data from an approved laboratory demonstrating the adequacy of the mix design. A change in the source of materials during the progress of work may necessitate a new design mix.

ITEM 405 - STRUCTURAL CONCRETE DESCRIPTION

20-00021

This Item shall consist of furnishing, bending, placing and finishing concrete in all structures except pavements in accordance with this Specification and conforming to the lines, grades, and dimensions shown on the Plans. Concrete shall consist of a mixture of Portland Cement, fine aggregate, coarse aggregate, admixture when specified, and water mixed in the proportions specified or approved by the Engineer-In-Charge.

MATERIAL REQUIREMENTS

PORTLAND CEMENT

It shall conform to all the requirements in Portland Cement section FINE AGGREGATES It shall conform to all the requirements in Find Aggregates section. COARSE AGGREGATES It shall conform to all the requirements in Find Aggregates section. Except that gradation shall conform to Table 405.1.

Table 405.1 - Grading Requirements for Coarse Aggregate

Sieve D	esignation		Mas	s Percent Pas	sing	
Standard Mm	Alternate US Standard	Class A	Class B	Class C	Class P	Class Seal
63 50	2-1/2' 2'	100	100 95 - 100			
37.5	1-1/2"	95 - 100	35-70		100	100 95 - 100
25 19.0	3/4"	35-70	- 100	95 - 100	-12.5	30-100 1/1" -
	10-30	90 - 100	- 25-60			
9.5	3/8"	10-30	- 40-70	20-55	-4.75	No.4
	0-5	0-5	0 - 15*	0 - 10*	0 - 10"	

The measured cement content shall be within plus (+) or minus (-) 2 mass percent of the design cement content.

WATER

it shall conform to all the requirements in water section.

REINFORCING STEEL

Reinforcing steel shall conform to the requirements of the following specifications.

(For concrete reinforcement)	
Deformed Billet-Steel Bars	AASHTO M 31 (ASTM A615)
Deformed Steel Wire	AASHTO M 225 (ASTM A 496)
Welded Steel Wire Fabric	AASHTO M 55 (ASTM A 185)
Cold-Drawn Steel Wire	AASHTO M 32 (ASTM A 82)
Fabricated Steel Bar or Rod Mats	AASHTO M 54 (ASTM A 184)
Welded Deformed Steel Wire Fabric	AASHTO M 221 (ASTM A 497)
Plastic Coated Dowel Bars	AASHTO M 254
Type A Low Alloy Steel Deformed Bars	ASTM A 206

Bar reinforcement for concrete structures, except No. 2 bars shall be deformed in accordance with AASHTO M 42, M 31 and M 53 for Nos. 3 through 11. Dowel and tie bars shall conform to the requirements of AASHTO M 31 or AASHTO M 42 except that rail steel shall not be used for tie bars that are to be bent and re-straightened during construction. Tie bars shall be deformed bars. Dowel bars shall be plain round bars. They shall be free from burning or other deformation restricting slippage in the concrete. Before delivery to the site of the work, a minimum of one half (1/2) the length of each dowel bar shall be painted with one coat of approved lead or tar paint. The sleeves for dowel bars shall be metal of an approved design to cover 50 mm (2 inches), plus or minus 6.3 mm of the dowel, with a closed end, and with a suitable stop to hold the end of the sleeve at least 25 mm (1 inch) from the end of the dowel bar. Sleeves shall be of such design that they do not collapse during construction. Plastic coated dowel bar conforming to AASHTO M 254 may be used.

ADMIXTURES

Admixtures shall conform to the requirements in admixture section.

20-00021

CURING MATERIALS Curing materials shall conform to the requirements in curing materials section.

EXPANSION JOIN MATERIALS Expansion joint materials shall be: Preformed Sponge Rubber and Cork, conforming to AASHTO M 153. Hot-Poured Elastic Type, conforming to AASHTO M 173. Preformed Fillers, conforming to AASHTO M 213.

ELASTOMERIC COMPRESSION JOINT SEALS These shall conform to AASHTO M 220.

ELASTOMERIC BEARING PADS These shall conform to AASHTO M 251 or Item 412 - Elastomeric Bearing Pads.

STORAGE OF CEMENT AND AGGREGATES Storage of coment and aggregates shall conform to all the requirements of Subsection 311.2.10.

SAMPLING AND TESTING OF STRUCTURAL CONCRETE As work progresses, at least one (1) sample consisting of three (3) concrete cylinder test specimens, 150 x 300mm (6 x 12 inches), shall be taken from each seventy-five (75) cubic meters of each class of concrete or fraction thereof placed each day.

ITEM 502 - CONCRETE CURB AND GUTTER DESCRIPTION

This Item shall consist of the construction of curb and gutter either Precast or Cast in place, made of concrete in accordance with this Specification at the location, and in conformity with the lines, grades, dimensions and design, shown on the Plans or as required by the Engineer-in-charge.

MATERIAL REQUIREMENTS

MATERIAL FOR BED COURSE

Bed course materials as shown on the Plans shall consist of cinders, sand, siag, gravel, crushed stone, or other approved porcus material of such grading that all the particles will pass through 12.5 mm (1/2 inch) sieve.

CONCRETE

Concrete shall be of the class indicated on the Plans and shall conform to the requirements of Item 405, Structural Concrete.

EXPANSION JOINT FILLER

Expansion joint filler shall conform to the requirements of AASHTO M 153/ joint materials.

CEMENT MORTAR

Cement mortar shall consist of one part of Portland cement and two parts of fine aggregates with water added as necessary to obtain the required consistency. The mortar shall be used within 30 minutes of preparation.

7 Page

BONDING COMPOUND

Where bonding compound is used, it shall conform to AASHTO M 200.

FORMS

Forms shall be of wood or metal as approved by the Engineer and shall extend to the full depth of the concrete. All forms shall be straight, free from warps and of adequate strength to resist distortion.

ITEM 503 - CONCRETE SIDEWALK

DESCRIPTION

This Item shall consist of the construction of asphalt or Portland Cement concrete sidewalk in accordance with this Specification and to the lines, grades, levels and dimensions shown on the Plans, or as required by the Engineer-in-charge.

MATERIAL REQUIREMENTS

PORTLAND CEMENT CONCRETE

The cement concrete shall be Class A as specified in Item 405, Structural Concrete

ASPHALT

Asphaltic material shall be as specified in Item 308, Bituminous Plant-Mix Surface Course, Cold-Laid, or Item 310, Bituminous Concrete Surface Course, Hot- Laid.

EXPANSION JOINT FILLER

Unless otherwise ordered, the preformed joint filler shall have a thickness of 5 mm and shall conform to the requirements of Item 311, Portland Cement Concrete Pavement.

FORMS

Forms shall be of wood or metal as approved by the Engineer and shall extend to the full depth of the concrete. All forms shall be straight, free from warps and of adequate strength to resist distortion.

BED COURSE MATERIAL

Bed course material consists of cinders, sand, slag, gravel, crushed stone or other approved permeable granular material of such grading that all particles shall pass a 12.5 mm (1/2 inch) sieve. ASPHALTIC PRIME COAT

Prime coat shall be cut-back asphalt conforming to the requirements of Item 301, Bituminous Prime Coat.

ITEM SPL 4 – BARRICADE FOR EXCAVATION & MH WITH CAUTION TAPE DESCRIPTION

This item shall consist of furnishing, placing and finishing concrete and reinforcing bars in all structures of the concrete barricade in conformity to the lines, grades, and dimensions shown on the Plans. Compressive strength of concrete shall be 4000 psi and reinforcing steel bars shall not be less than Grade 60.

MATERIAL REQUIREMENTS

PORTLAND CEMENT

It shall conform to the applicable requirements of AASHTO M 85, Hydraulic Cement. Only Type I Portland Cement shall be used unless otherwise provided for in the Special Provisions. Different brands or the same brands from different mills shall not be mixed nor shall they be used alternately unless the mix is approved by the Engineer. Cement which for any reason, has become partially set or which contains lumps of caked cement shall be rejected. Samples of cement shall be obtained in accordance with AASHTO T 127.

FINE AGGREGATES

It shall consist of natural sand, stone screenings or other inert materials with similar characteristics, or combinations thereof, having hard, strong and durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of concrete without the approval of the Engineer.

It shall not contain more than three (3) mass percent of material passing the 0.075 mm (No. 200 sieve) by washing nor more than one (1) mass percent each of clay lumps or shale. The use of beach sand will not be allowed without the approval of the Engineer.

If the fine aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 10 mass percent.

The fine aggregate shall be free from injurious amounts of organic impurities. If subjected to the colorimetric test for organic impurities and a color darker than the standard is produced, it shall be rejected. However, when tested for the effect of organic impurities of strength of mortar by AASHTO T 71, the fine aggregate may be used if the relative strength at 7 and 28 days is not less than 95 mass percent.

The fine aggregate shall be well-graded from coarse to fine and shall conform to Table 311.1

Table 311.1 - Grading Requirements for Fine Aggregate

20-00021

Sieve Designation	Mass Percent Passing
9.5 mm (3/8 in)	100
4.75 mm (No. 4)	95 - 100
2.36 mm (No. 8)	
1.18 mm (No. 16)	45 - 80
0.600 mm (No. 30)	
0.300 mm (No. 50)	5-300-
0.150 mm (No. 100)	10

COARSE AGGREGATES

It shall consist of crushed stone, gravel, blast furnace slag, or other approved inert materials of similar characteristics, or combinations thereof, having hard, strong, durable pieces and free from any adherent coatings.

It shall contain not more than one (1) mass percent of material passing the

0.075 mm (No. 200) sieve, not more than 0.25 mass percent of clay lumps, nor more than 3.5 mass percent of soft fragments. If the coarse aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 12 mass percent. It shall have a mass percent of wear not exceeding 40 when tested by AASHTO T 96. If the slag is used, its density shall not be less than 1120 kg/m³ (70 lb./cu. ft.). The gradation of the coarse aggregate shall conform to Table 311.2. Only one grading specification shall be used from any one source.

Table 311.2 - Grading Requirement for Coarse Aggregate

Sieve Designation		Mas	Mass Percent Passing			
Standard Mm	Alternate U.S. Standard	Grading A	Grading B	Grading C		
75:00	3 in	100	-	-		
63.00	2-1/2 in	90-100	100	100		
50.00	2 in.	- 90-100	95-100 37.5	1-1/2 in		
	25-60	35-70	-			
25.0	1 in	- 0-15	35-70 19:0	%in		
	0-10					
12.5	1/2 m.	0.5	0.5	10-30		
4.75	No.4		-	0.5		

WATER

Water used in mixing, curing or other designated application shall be reasonably clean and free of oil, salt, acid, alkali, grass or other substances injurious to the finished product. Water will be tested in accordance with and shall meet the requirements of Item 714, Water. Water which is drinkable may be used without test. Where the source of water is shallow, the intake shall be so enclosed as to exclude silt, mud, grass or other foreign materials.

REINFORCING STEEL

It shall conform to the requirements of Item 404, Reinforcing Steel. Dowels and tie bars shall conform to the requirements of AASHTO M 31 or M 42, except that rail steel shall not be used for tie bars that are to be bent and straightened during construction. Tie bars shall be deformed bars. Dowels shall be plain round bars. Before delivery to the site of work, one-half of the length of each dowel shall be painted with one coat of approved lead or tar paint. The sleeves for dowel bars shall be metal of approved design to cover 50 mm (2 inches), plus or minus 5 mm (1/4 inch) of the dowel, with a closed end, and with a suitable stop to hold the end of the sleeve at least 25 mm (1 inch) from the end of the dowel. Sleeves shall be of such design that they do not collapse during construction.

ADMIXTURES

20-00021

Air-entraining admixture shall conform to the requirements of AASHTO M 154. Chemical admixtures, if specified or permitted, shall conform to the requirements of AASHTO M 194. Fly Ash, if specified or permitted as a mineral admixture and as 20% partial replacement of Portland Cement in concrete mix shall conform to the requirements of ASTM C 618. Admixture should be added only to the concrete mix to produce some desired modifications to the properties of concrete where necessary, but not as partial replacement of cement. If specified, monofilament polypropylene synthetic fibrin fibers, which are used as admixture to prevent the formation of temperature/shrinkage cracks and increase impact resistance of concrete slabs shall be applied in the dosage rate recommended by its manufacturer.

STORAGE OF CEMENT AND AGGREGATE

All cement shall be stored, immediately upon delivery at the Site, in weatherproof building which will protect the cement from dampness. The floor shall be raised from the ground. The buildings shall be placed in locations approved by the Engineer. Provisions for storage shall be ample, and the shipments of cement as received shall be separately stored in such a manner as to allow the earliest deliveries to be used first and to provide easy access for identification and inspection of each shipment. Storage buildings shall have capacity for storage of a sufficient quantity of cement to allow sampling at least twelve (12) days before the cement is to be used. Bulk cement, if used, shall be transferred to elevated air tight and weatherproof bins. Stored cement shall meet the test requirements at any time after storage when retest is ordered by the Engineer-in-charge. At the time of use, all cement shall be free-flowing and free of lumps. The handling and storing of concrete aggregates shall be such as to prevent segregation or the inclusion of foreign materials. The Engineer may require that aggregates be stored on separate platforms at satisfactory locations. In order to secure greater uniformity of concrete mix, the Engineer may require that the coarse aggregate be separated into two or more sizes. Different sizes of aggregate shall be stored in separate bins or in separate stockpiles sufficiently removed from each other to prevent the material at the edges of the piles from becoming intermixed.

FORM LUMBER

It shall be specified on the plans. It shall be free from loose knots, splits, worn holes, decay, warp, ring separation, or any defects which will impair its strength or render it unfit for its intended use.

ITEM SPL 7 - BILLBOARD

DESCRIPTION

This item shall consist of installation of Billboards on locations as established by the Engineer-In-Charge in conformity with the standard size, design, layout and dimension as shown in the Plans.

MATERIAL REQUIREMENTS

Based on the standard design approved by and material requirement of the implementing agency.

ITEM SPL 8 - CONCRETE CURB

DESCRIPTION

This item shall consist of the construction of concrete curb made of concrete in accordance with the Standard Specifications for Public Works and Highways at the location and in conformity with the lines, grades, dimensions and design shown on the Plans or as required by the Engineer-In-Charge. Compressive strength for concrete mix to be used shall not be less than 4,000 psi.

MATERIAL REQUIREMENTS

MATERIAL FOR BED COURSE

Bed course materials as shown on the Plans shall consist of cinders, sand, slag, gravel, crushed stone, or other approved porous material of such grading that all the particles will pass through 12.5 mm (1/2 inch) sieve.

CONCRETE

Concrete shall be of the class indicated on the Plans and shall conform to the requirements of Item 405. Structural Concrete.

EXPANSION JOINT FILLER

Expansion joint filler shall conform to the requirements of AASHTO M 153/ joint materials

20-00021

CEMENT MORTAR

Cement mortar shall consist of one part of Portland cement and two parts of fine aggregates with water added as necessary to obtain the required consistency. The mortar shall be used within 30 minutes of preparation.

BONDING COMPOUND

Where bonding compound is used, it shall conform to AASHTO M 200.

FORMS

Forms shall be of wood or metal as approved by the Engineer and shall extend to the full depth of the concrete. All forms shall be straight, free from warps and of adequate strength to resist distortion.

ITEM SPL9-CONCRETE PATHWALK

DESCRIPTION

This item shall consist of the construction of pathwalk made of concrete in accordance with the Standard Specifications for Public Works and Highways at the location and in conformity with the lines, grades, dimensions and design shown on the Plans or as required by the Engineer-In-Charge. Compressive strength for concrete mix to be used shall not be less than 4,000 psi.

MATERIALS REQUIREMENT

PORTLAND CEMENT CONCRETE

The cement concrete shall be Class A as specified in Item 405, Structural Concrete.

EXPANSION JOINT FILLER

Unless otherwise ordered, the preformed joint filler shall have a thickness of 5 mm and shall conform to the requirements of Item 311. Portland Cement Concrete Pavement.

FORMS

Forms shall be of wood or metal as approved by the Engineer and shall extend to the full depth of the concrete. All forms shall be straight, free from warps and of adequate strength to resist distortion.

BED COURSE MATERIAL

Bed course material consists of cinders, sand, slag, gravel, crushed stone or other approved permeable granular material of such grading that all particles shall pass a 12.5 mm (1/2 inch) sieve.

ITEM SPL 12 CONSTRUCTION SAFETY AND HEALTH DESCRIPTION

DESCRIPTION

This item shall include necessary provision of construction safety and health gear such as safety vest. Safety helmet, First Aid Kit, Safety Boots and Gloves. All materials delivered and utilized for the project shall be turned-over to the Implementing agency after the completion of the project.

MATERIAL REQUIREMENTS

Based on the standard design and specifications approved by and material requirement of the implementing agency.

ITEM SPL 13 STEEL BARRIER (RENTAL) DESCRIPTION

20-00021

This item shall consist of installation of steel barriers on locations as established by the Engineer-in-Charge in conformity with the Standard size, design, layout and dimension as shown in the Plans.

MATERIAL REQUIREMENTS

Based on the standard design approved by and material requirement of the implementing agency.

NOTES:

All other item of works not covered by this listed TECHNICAL SPECIFICATIONS shall be ISSUED with supplemental specifications by the Implementing Agency based on the Program of Work and Approved Plan(s) for the proposed project.

PREPARED BY:

EDWIN F. AGSALUD Planning and Programming Division

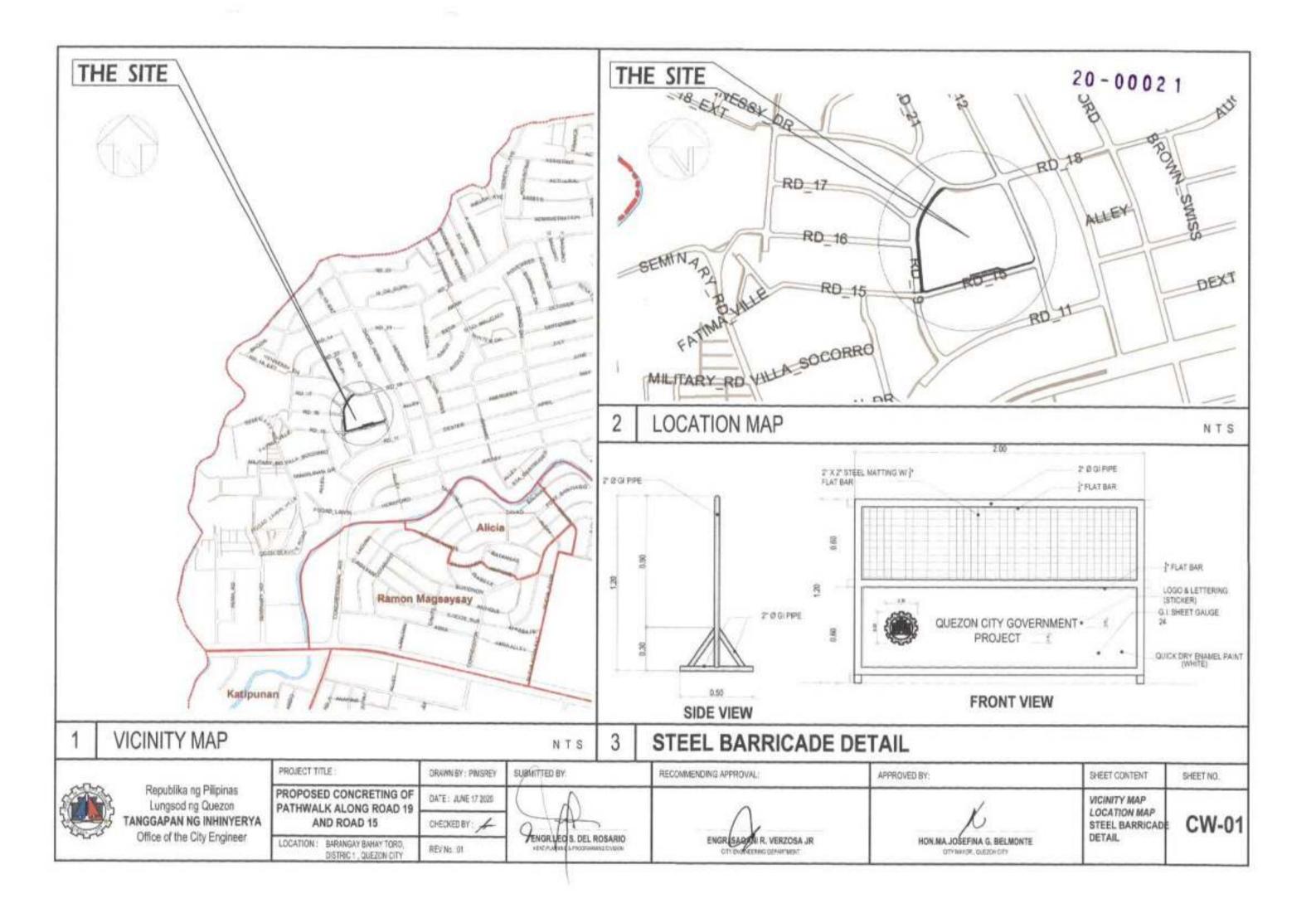
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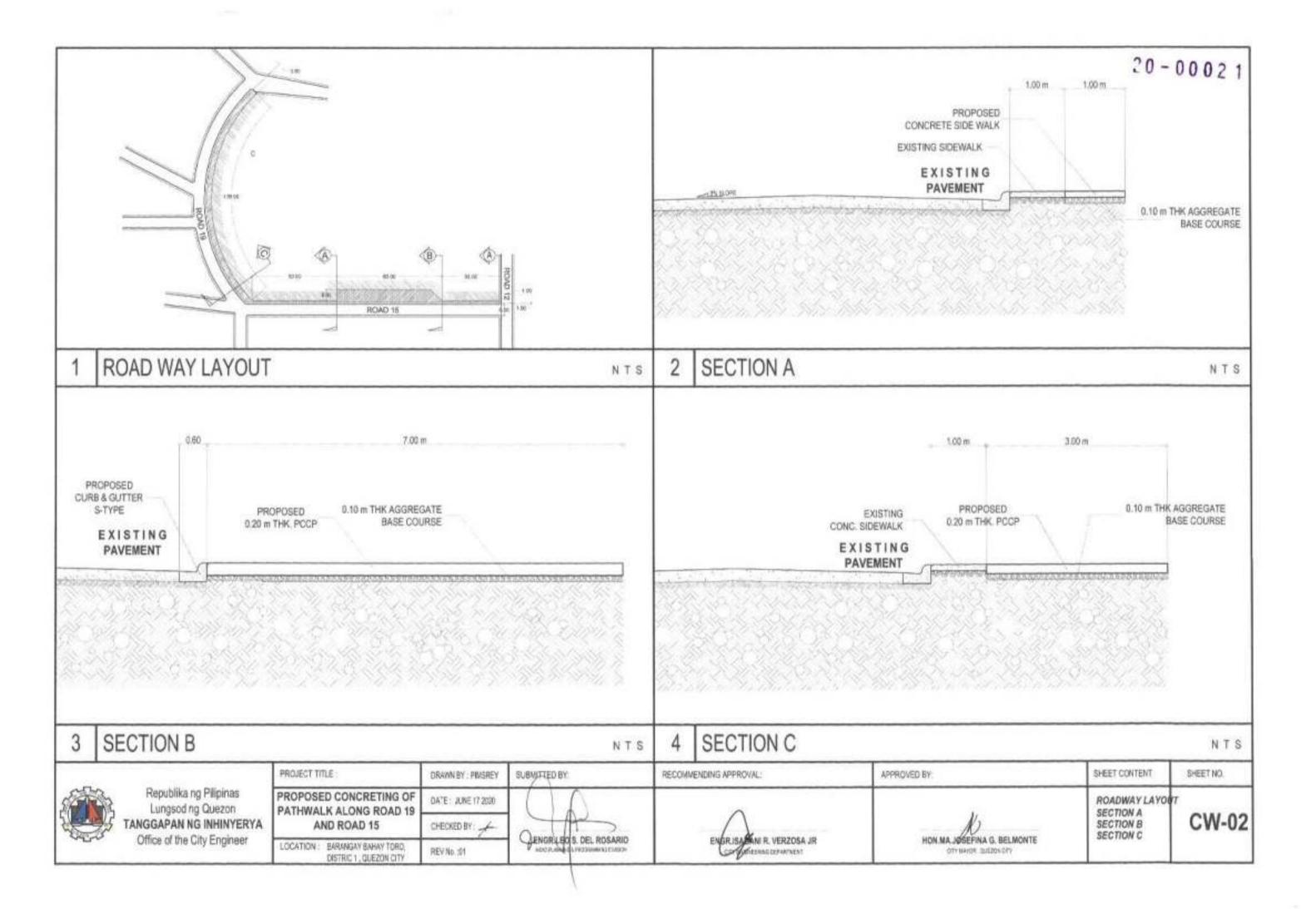
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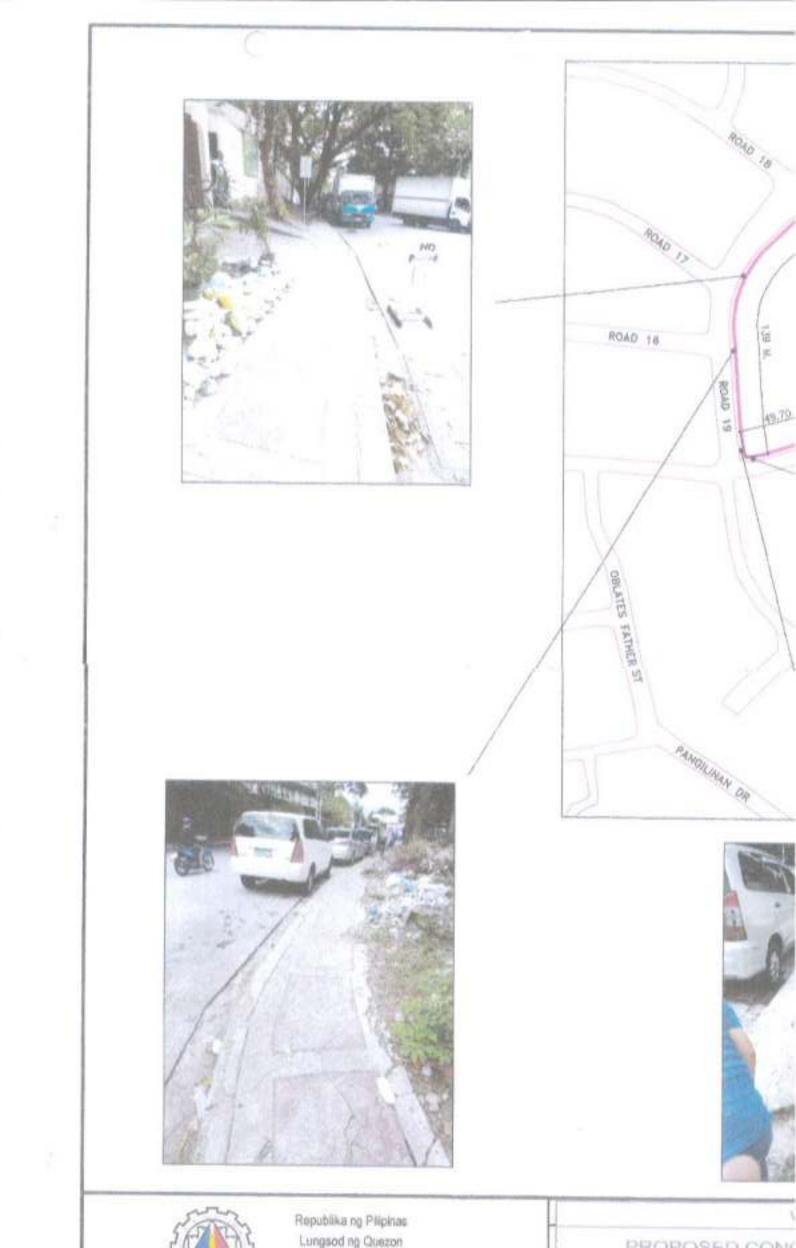
Planning and Programming Division

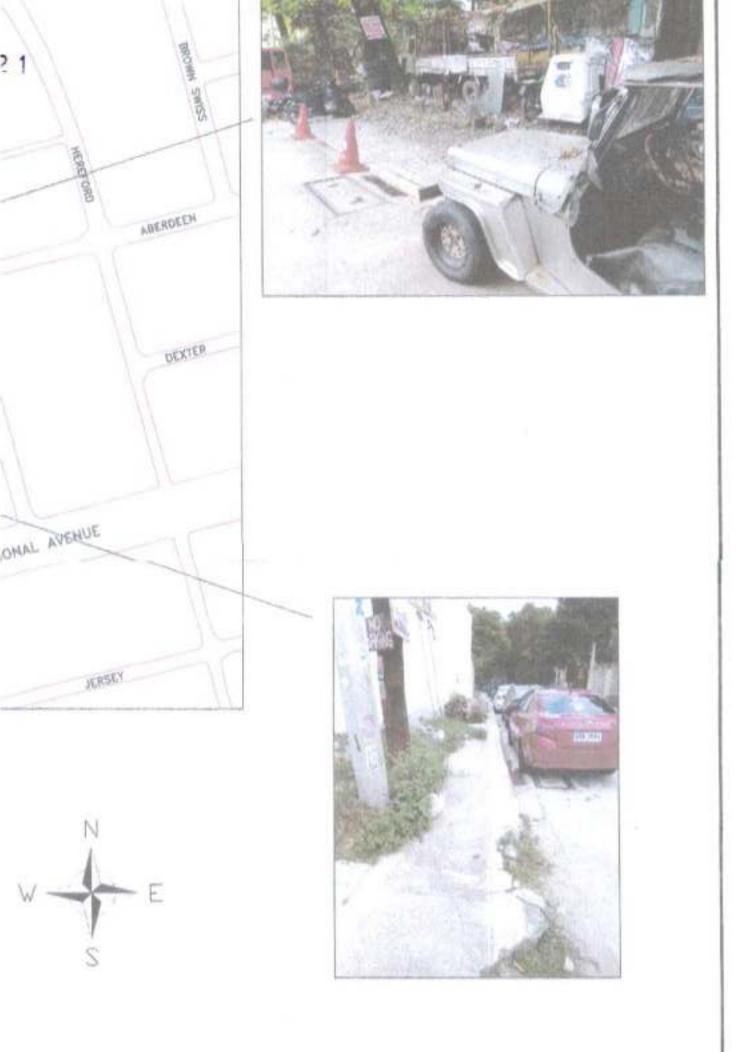
Section VII. Drawings

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









PREPARED & SURVEYED BY

SURVEY SECTION PLANNING AND PROGRAMMING DIVISION DEPARTMENT OF ENGINEERING, QUEZON CITY SCALE 1:200 M.

DATE OF SURVEY: NOVEMBER 15, 2019

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's). The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

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

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

BILL OF QUANTITIES

(Road Construction/Rehabilitation Project)

	PROPOSED CONCRETING OF PATHWALK ALONG ROAD 19 AND ROAD
PROJECT TITLE	¹ 15

LOCATION : Barangay Bahay Toro, District 1, Quezon City

PROJECT NO. : 20 - 00021

DURATION : Ninety (90) Calendar Days

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL AMOUNT
104a	Removal of Extg. Sidewalk/Driveways	63	sq.m.		
104d	Removal of Existing Conc. Curb & Gutter	63	l.m.		
105	Roadway Excavation	184	cu.m.		
200	Aggregate Base Course	94	cu.m.		
316f	P.C.C.P.,0.20m. thk., 550 F, 7 days	441	sq.m.		
502c	Concrete Curb & Gutter (S-Type)	63	l.m.		
503	Restoration/Concrete Sidewalk/Driveways	499	sq.m.		
SPL 4	Barricade for Excavation & MH with Caution Tape	87	each		
SPL 6	NAWASA Leak/ 20 meters	15	set		
SPL 7	Billboard	2	рс		
SPL12	Construction Safety and Health	1	unit		
SPL13	Steel Barricade for Excavation	3	each		
		TOTAL	COST :		

TOTAL LUMP SUM IN WORDS :

Contractor : _____

Bid Form (roads)

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

CHECKLIST & EVALUATION SHEET ELIGIBILITY & TECHNICAL PROPOSAL (FIRST ENVELOPE)

CONT	CONTROL NUMBER PROJECT NUMBER				
	E OF BIDDER:				
ABC	: Php				
		MAF	RK APROPRIATE BOX	ES	RATING
0	REQUIREMENT	(✓) IF YES.	(x) IF NO	REMARKS	
1	PhilGEPS Registration Certificate Platinum Membership Date Issued: Valid Until:	SIGNED/INITIALED			
1A	 If CONTRACTOR is a sole proprietorship: Copy of DTI Certificate of Registration If CONTRACTOR is Partnership Copy of SEC Certificate of Registration If CONTRACTOR is a Corporation: Copy of SEC Certificate of Registration If CONTRACTOR is a Corporation: Copy of SEC Certificate of Registration If CONTRACTOR is a Cooperative: Copy of the Certificate of Registration with the Cooperative Development Authority 	ATTACHED	PHILGEPS DATA ONLY		
1B	 If CONTRACTOR is a Joint-Venture Partner Copy of the Joint Venture Agreement, or if none yet, duly notarized statement to enter into JVA if bid is successful 	ATTACHED SIGNED/INITIALED	NOTARIZED		
2A	Mayor"s (Business) Permit by the City/Municipality where Principal Office is located	SIGNED/INITIALED	PHILGEPS DATA ONLY VALID & CURRENT	City/Municipality:	
3A	Largest Single completed contract similar to the project to be bid Project Title: Amount: Year:	ATTACHED SIGNED/INITIALED WITH ATTACHMENTS	NOTICE OF AWARD/PROCEED CERT. OF FINAL ACCEPTANCE		
3B	List of on-going contracts with Notice of Award or Notice to Proceed Total Value: ₽	ATTACHED SIGNED/INITIALED	GCBAC		
3C	List of Contracts already awarded but not yet started with Notice of Award or Notice to Proceed Total Value: ₽		FORM ISSUED BY QCBAC		

4	Copy of the contractor's License by the PCAB License Expiry: Reg. Part. Expiry:	ATTACHED SIGNED/INITIALED	VALID & CURRENT	Registration Particular for project to be bid:	
	Certified copy of Financial Statement (Income Statement & Balance Sheet) stamped received by the BIR/Bank ITR Year:	ATTACHED COMPLETE SIGNED/INITIALED	 PHILGEPS DATA ONLY STAMPED RECEIVED BY BIR / BANK 	Current Asset: Current Liabilities:	
5	Auditor's or Accountant's Certificate attached to the Financial Statement stamped received by the BIR/Bank	ATTACHED SIGNED/INITIALED	 STAMPED RECEIVED BY BIR / BANK PHILGEPS DATA ONLY 		
	Tax Clearance	ATTACHED SIGNED/INITIALED	PHILGEPS DATA ONLY VALID & CURRENT	Expiration:	
6	Computation of NFCC: Php % to ABC: Requirement: 100% of ABC	ATTACHED SIGNED/INITIALED FORM ISSUED BY QCBAC	CORRECT COMPUTATION ADEQUATE IF ≥ 100% OF ABC		
	BID SECURITY / FORM		AMOUNT SUBMITTED	VALIDITY	
	Bid Securing Declaration	None	N/A	WITH PROJECT IDENTIFICATION	
7	Bid Securing Declaration Cash or Cashier's/Manager's Check, bank draft, guarantee or irrevocable letter of credit Issued by a bank certified by BSP - Required 2% of ABC	None	N/A	IDENTIFICATION	
7	Cash or Cashier's/Manager's Check, bank draft, guarantee or irrevocable letter of credit Issued by a bank certified by BSP	None	N/A		
7	Cash or Cashier's/Manager's Check, bank draft, guarantee or irrevocable letter of credit Issued by a bank certified by BSP - Required 2% of ABC Bidder's Bond – Required 5% of ABC	None	N/A	IDENTIFICATION INOTARIZED IATTACHED ISIGNED/INITIALED CALLABLE ON DEMAND I20 CAL. DAYS SIGNED/INITIALED	
	Cash or Cashier's/Manager's Check, bank draft, guarantee or irrevocable letter of credit Issued by a bank certified by BSP - Required 2% of ABC Bidder's Bond – Required 5% of ABC Name of Bank/Surety Company:			IDENTIFICATION INOTARIZED IATTACHED ISIGNED/INITIALED CALLABLE ON DEMAND I20 CAL. DAYS SIGNED/INITIALED	
8	Cash or Cashier's/Manager's Check, bank draft, guarantee or irrevocable letter of credit Issued by a bank certified by BSP - Required 2% of ABC Bidder's Bond – Required 5% of ABC Name of Bank/Surety Company: Organizational Chart for the contract to be bid List of Contractor's Key Personnel (i.e. Project Manager, Project Engineer/s, Materials Engineer, Foreman) to be assigned to the Contract to be bid, with their qualification and experience supported by Curriculum Vitae, PRC License, Cert. of	ATTACHED ATTACHED QCBAC FORM	SIGNED/INITIALED	IDENTIFICATION INOTARIZED IATTACHED ISIGNED/INITIALED CALLABLE ON DEMAND I20 CAL. DAYS SIGNED/INITIALED	

			Lease Contract	
10B	Proof of ownership/lease contracts etc., for all the equipment listed to be used for the project to be bid	ATTACHED COMPLETE ATTACHMENT		
10C	Equipment Utilization Schedule			
11A	Construction Schedule (Gantt Chart and S- Curve)	BAR CHART		
11B	PERT-CPM	□ ATTACHED		
11C	Construction Methods			
12	1. Sworn Statement on appointment/designation and authority of person managing the affairs of the contractor's organization	ATTACHED SIGNED/INITIALED		
	 If corporation / partnership / joint venture / cooperative attach copy of Corporate Secretary's Certification attesting to such appointment 			
	 Sworn Statement on NON-INCLUSION in CIAP/GPPB & other Government Institutions List of blacklisted contractors 			
	 Sworn Statement that documents submitted is complete, authentic and that all information is true and correct. 			
	5. Sworn Statement authorizing the Mayor or BAC- INFRA or its duly authorized representative to verify any and all information and/or documents submitted			
	6. Sworn Statement on DISCLOSURE of relations			
	 8. It is aware and has undertaken the following: a) Carefully examine all of the Bidding Documents; b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract; c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the Project. 			
	 It 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. Sworn Statement on conduct of site Inspection			

13	Copy of Instruction to Bidders and Bid Bulletin(s) issued for the project				
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Result of Evaluation :	PASSED		FAILED	
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Evaluated by: ______ Date: _____

REASON OF FAILURE :	
· · · · · · · · · · · · · · · · · · ·	

Reviewed by:		Noted by:		
ADELFO DE ASIS MENDOZA III		ATTY. DOMINIC B. GARCIA		

APPROVED FOR BID EVALUATION

FOR PREPARATION OF NOTICE OF FAILURE

APPROVED BY:

BAC MEMBERS	SIGNATURE
ATTY. MARK DALE DIAMOND P. PERRAL	
ARCH. LUCILLE H. CHUA	
MR. CARLOS I. VERZONILLA	
MS. MARIAN C. ORAYANI	
MR. RAMON T. ASPRER	

OBSERVERS	SIGNATURE
OBSERVERS	SIGNATURE
ATTY. RESURECCION C.	
QUIETA	
ARCH. BENJAMIN K.	
PANGANIBAN, JR.	
MR. BARRY G. PAULINO	
ATTY. NOEL EMMANUEL C.	
GASCON	

CHECKLIST & EVALUATION SHEET FINANCIAL PROPOSAL (SECOND ENVELOPE)

	ROL NUMBER	PROJECT NUMBER	
	OF BIDDER:		
roje	ct Title :		
ABC :	Php		
		MARK APPRPRIATE BOXES	RATING
0	REQUIREMENT	(✓) IF YES, (x) IF NO	PASS "P" or FAI
1	Bid Prices in the BID PROPOSAL using the form issued by the QCBAC-INFRA	ATTACHED QCBAC FORM SIGNED	
2	Detailed Estimates / Derivation of Unit Prices with Summary Sheet indicating unit prices of construction materials, labor rates and equipment rentals inclusive of all indirect costs and taxes		
3	Cash Flow by quarter and Payment Schedule	ATTACHED SIGNED	
F	Result of Evaluation: PASSE	D FAI	LED
	BID AMOUNT (P)		
	REASON OF FAILURE :		
	Evaluated by: Date:		

	Reviewed by:	Signature	Noted by:	Signature
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ADELFO DE ASIS MENDOZA III

APPROVED BY:

BAC MEMBERS	SIGNATURE
ATTY. MARK DALE DIAMOND P. PERRAL	
ARCH. LUCILLE H. CHUA	
MR. CARLOS I. VERZONILLA	
MS. MARIAN C. ORAYANI	
MR. RAMON T. ASPRER	

OBSERVERS	SIGNATURE
ATTY. RESURECCION C. QUIETA	
ARCH. BENJAMIN K. PANGANIBAN, JR.	
MR. BARRY G. PAULINO	
ATTY. NOEL EMMANUEL C.	
GASCON	

Bid Form

Date: ______
IB¹ N^o: _____

To: [name and address of PROCURING ENTITY] Address: [insert address]

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) 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;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) 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;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

¹ If ADB, JICA and WB funded projects, use IFB.

- (h) 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
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) 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].
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name:
In the capacity of:
Signed:
Duly authorized to sign the Bid for and on behalf of:

Date:

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (1) Other contract documents that may be required by existing laws and/or the Entity.
- 3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by ______ the _____ (for the Entity)

Signed, sealed, delivered by ______ the _____(for the Contractor).

Binding Signature of Procuring Entity

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

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] [insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative];

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], accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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;
- 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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20___ at ____, Philippines.

Bidder's Representative/Authorized Signatory

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

Witness my hand and seal this <u>day of [month] [year]</u>.

NAME OF NOTARY PUBLIC

Serial No. of Commission	
Notary Public for	until
Roll of Attorneys No.	
PTR No[date issue	ued], [place issued]
IBP No [date isst	ued], [place issued]

Doc. No. _____ Page No. _____ Book No. _____ Series of _____

* This form will not apply for WB funded projects.

(REPUBLIC OF THE PHILIPPINES) CITY OF ______) S.S.

Invitation to Bid [Insert reference 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 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 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 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;
 - c. I am/we are declared as 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'S AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission ______ Notary Public for _____ until _____ Roll of Attorneys No. ____ PTR No. __, [date issued], [place issued] IBP No. __, [date issued], [place issued] Doc. No. ____ Page No. ____ Book No. ____ Series of ____.

REPUBLIC OF THE PHILIPPINES)

_____) S. S.

AFFIDAVIT OF UNDERTAKING

I,, REPRESENTATIVE]	of	legal	age,	Filipino, _	OFFICER OR
<u>KEPKESENIAIIVE</u>					
with office address at	1		1	. 1	after
having been duly sworn to in accordance with	law,	hereby	volun	tary depose	and state:
That I am duly authorized representa undertaking as evidenced by Secretar					
That [Name of Bidder] bidding	; for t	he (Nai	ne of l	Project)	
That relative to the aforementioned Pr that the equipment to be use and the k will only perform to the said project u	key pe	rsonne	l to be	assign shall	-
That I am executing this affidavit to at with the submission of the technical re				0.	
IN WITNESS HEREOF, I have he of at			ied m	y name be	low this day
AFFIANT FURTHER SAYETH NAUG	GHT.				
				Affiant	
SUBSCRIBED AND SWORN TO BE	FORI	F MF +ł	nis	day of	
in					
affiant exhibiting to me his/her on					issued at
Doc. No. ;					
Page No. ; Book No. ;					
Series of 2020		_			
]	Notary Publi	с

