PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines





EMERGENCY REPAIR OF CARGO SHED AT MASAO PORT

PMO AGUSAN Nasipit Port, Nasipit Agusan del Norte, 8602 Philippines Tel. Fax Nos. (+6385)808-1619 Email: pmo_agusan@ppa.com.ph

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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.



Invitation to Bid for Emergency Repair of Cargo Shed, Port of Masao

- 1. The Philippine Ports Authority Port Management Office of Agusan, through the Corporate Budget for F.Y. 2022 intends to apply the sum of Twenty-Four Million One Hundred Fifty-One Thousand Nine Hundred Eleven Pesos (PHP 24,151,911.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Emergency Repair of Cargo Shed, Port of Masao (NRP-AGS-01-22). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *Philippine Ports Authority Port Management Office of Agusan* now invites bids for the above Procurement Project. Completion of the Works is required *within one hundred fifty calendar days (150 CD)*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from *Philippine Ports Authority Port Management Office of Agusan* and inspect the Bidding Documents at the address given below from 8:00 am to 5:00 pm.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on *October 7, 2022,* from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of twenty-five thousand pesos only (Php 25,000.00).* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *by submitting the second copy of official receipt to the BAC Secretariat in the address given below.*
- 6. The Philippine Ports Authority Port Management Office of Agusan will hold a Pre-Bid Conference on October 14, 2022, 2 pm at PPA-PMO Agusan Conference Room, Talisay, Nasipit, Agusan del Norte, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before *October 26, 2022, 8:00 am*. Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.

- 9. Bid opening shall be on *October 26, 2022, 9:00 pm* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Prospective bidders must possess a valid PCAB license and registration of at least SMALL "B" (License Category C&D) for building or industrial plant.
- 11. The *Philippine Ports Authority Port Management Office of Agusan* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

MR. GIDEON B. NACARIO

Procurement Officer B Secretariat Head, Bids and Awards Committee Philippine Ports Authority, Port Management of Agusan Port Area, Talisay, Nasipit, Agusan del Norte Tel. No. (085) 283-0200 Email Address: <u>pmo_agusan@ppa.com.ph</u>

13. You may visit the following websites:

For downloading of Bidding Documents: www.ppa.com.ph

ENGR. LEXTER LOU V. SEVILLA

Division Manager A – Engineering Services Division BAC Vice-chairperson Presiding Officer

Section II. Instructions to Bidders

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 15 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

| ITD | Did Dat | | |
|---------------|--|--|--|
| ITB Clause | | | |
| 5.2 | For this purpose, contracts similar same major categories of work, wh | to the Project refer to contracts which have the nich shall be: | |
| | ITEMDESCRIPTION OF WORK3.0Repair of sliding door and mechanism4.0Repair of roof framing (trusses/rafters, and purlins)5.0Replacement of roofing, fascia board, gutters, and downspout6.0Correction of flooring (Concreting Works)7.0Painting Works | | |
| 7.1 | Subcontracting is not allowed. | | |
| 10.3 | Prospective bidders must possess a valid PCAB license and registration of at least Small "B" (License Category D) for Building and Industrial. | | |
| 10.4 | The key personnel must meet the re | equired minimum years of experience set below: | |
| | 6.0 KEY PERSONNEL | 7.0 QUALIFICATION AND EXPERIENCE | |
| | 8.0 1. PROJECT MANAGER | 9.0 • Shall be a licensed Civil Engineer with valid PTR. 10.0 • With at least 5 years of professional experience in the construction industry; and; 11.0 • Shall render full-time services for this Project until its completion and turn-over, as required by the contract. | |
| | 12.0 2. PROJECT ENGINEER | 13.0 • Shall be a licensed Civil Engineer with valid PTR. 14.0 • With at least 5 years of professional experience in the construction industry; and; 15.0 • Shall render full-time services for this Project until its completion and turn-over, as required by the contract. | |
| | 16.0 3. MATERIALS ENGINEER | 17.0 • Shall be a licensed Civil Engineer with valid PTR; 18.0 • Shall be duly accredited by the Department of Public Works and Highways (DPWH); 19.0 • With at least 2 years of experience in materials and quality control aspect; | |

| | | 20.0 • Shall have at least 24 hours of |
|------|---------------------------------------|---|
| | | related training in materials and quality |
| | | control |
| | | • Shall render full-time services |
| | | for this Project until its completion and |
| | | turn-over, as required by the contract. |
| | 22.0 4.SAFETY AND HEALTH | • Shall have at least 24 hours of |
| | OFFICER | related training. |
| | | 24.0 • Shall render full-time services |
| | | for this Project until its completion and |
| | | turn-over, as required by the contract |
| | 25.0 5.CONSTRUCTION FOREMAN | • With at least 10 years of |
| | | experience as foreman in the |
| | | construction industry. |
| | | • Shall render full-time services |
| | | for this Project until its completion and |
| | | turn-over, as required by the contract. |
| | INSTRUCTIONS TO BIDDERS: | |
| | | |
| | • Designation of key pe | rsonnel to more than one of the above stated |
| | fields/professions are | |
| | 1 | |
| | • Full time services me | ans the personnel involved shall render |
| | | a day to 40 hours a week and shall be available |
| | upon request by the F | - |
| | | |
| | | |
| 10.5 | The minimum major owned equipme | ent requirements are the following: |
| | | |
| | <u>Equipment</u> <u>Capacity</u> | Number of Units |
| | Boom Truck 15 Tons | 2 |
| | Welding Machine 300 Amp | 3 |
| | Bar Cutter | 2 |
| | Concrete Vibrator | 2 |
| | Electric Drill | 4 |
| | Electric Grinder | 4 |
| | Riveter | 3 |
| | | |
| 12 | Not applicable | |
| 15.1 | The bid security shall be in the form | of a Bid Securing Declaration or any of the |
| | following forms and amounts: | |
| | | 483, 038.22 (2% of ABC), if bid security is in |
| | | eck, bank draft/guarantee or irrevocable letter |
| | of credit; | <i>, , , , , , , , , ,</i> |
| | , , , , , , , , , , , , , , , , , , , | |
| | b. The amount of not less than | 1,207,595,54 (5% of ABC), if bid security is |
| | in Surety Bond. | |
| 19.2 | Partial bids are allowed, as follows: | |
| | . , | |

| | Not Applicable |
|----|---|
| 20 | Not applicable |
| 21 | Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling. |

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

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

4. The Contractor's Obligations

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

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

5. **Performance Security**

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 2 | Not Applicable |
| 3.1 | Schedule of delivery of the possession of the site to the Contractor: 15 November 2022 |
| 6 | The site investigation reports are: Not Applicable |
| 7.2 | In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years. |
| 10 | Dayworks are applicable at the rate shown in the Contractor's original Bid. |
| 11.1 | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 7 days of delivery of the Notice of Award. |
| 11.2 | The amount to be withheld for late submission of an updated Program of Work is Php 5,000.00 |
| 13 | There will no mobilization fees and advance payment for this project per DOTr unnumbered Memorandum dated July 10, 2018 (Refer to attached GM's memo dated July 18, 2018, re: Mobilization Fees and Advance Payments). |
| 14 | Materials and equipment delivered on the site but not completely put in place shall be included for payment. |
| 15.1 | The date by which operating, and maintenance manuals are required is not applicable. The date by which "as built" drawings are required is thirty (30) days from project final inspection / acceptance |
| 15.2 | The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Php10,000.00 |

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.

SPECIFICATION

This specification covers the Emergency Repair of Cargo Shed at Masao Port, Brgy. Lumbocan, Butuan City, Agusan del Norte. The work includes the demolition works; repair of sliding door and mechanism; replacement of roofing framing/roofing, fascia board, gutters, and downspout; correction of Cargo shed flooring, repair of sidewalk and Ramp; replacement of catch basin covers; repainting works; and provision of lighted signages.

1.0 STEEL WORKS

1.1 SCOPE OF WORK

The work includes the furnishing of all labor, materials, equipment, and other incidentals necessary for the supply, delivery and installation of hot dipped Galvanized angular sliding door frame and miscellaneous metal works as specified in relevant items of these specifications and as indicated on the drawings.

1.2 SUBMITTAL

3.2.1 Before placing orders for materials for the steel and metal works, the contractor shall submit to the Engineer for approval shop drawings for all steelworks. All project shop drawings shall show the dimension of all parts, method of construction, bolts, welding sectional areas and other details. 3.2.2. The details connections shown on the shop drawings shall be such as to minimize formation of pockets to hold condensation, water, or dirt. A minimum gap between abutting and the like be provided wherever possible to eliminate any traps and facilitate maintenance painting.

3.2.3. No materials shall be ordered, nor fabrication commenced until the shop drawings are approved by the Engineer.

1.3 STORAGE OF MATERIAL

Structural materials, either plain or fabricated, shall be stored above the ground upon platforms, skids, or other supports. Materials shall be kept free from dirt, grease, and other foreign matter and shall be protected from corrosion.

1.4 MATERIAL REQUIREMENTS

1.4.1. Unless specified herein all steel structures and metals shall conform with the requirements of Section 3.15, "Steel and Metal Works." Connection where details are not specified or indicated, shall be designed in accordance with the American Institute of Steel Construction (AISC), Manual of Steel Construction, latest edition.

1.4.2. Structural steel works consisting of channels, gusset plates and other structural steel shapes shall be as indicated on the drawings and shall structural carbon steel conforming to ASTM A 36. Shapes shall be as given in AISC, Manual of steel Construction.

1.4.3. High strength structural bolts shall conform to ASTM A 325, Types 1or 2. Nuts shall conform to ASTM A 560, Grade A, heavy hex style except nuts 38 mm ($1-\frac{1}{2}$ inch) may be provided in hex style. Washer shall conform to ANSI B 18.22.1, Type B.

1.4.4. Electrodes for arc welding shall be E70 series conforming to American Welding Society Specifications A5.1.

1.4.5. Tests are required under the ASTM Standards for steel to be used in the Works and shall be carried out in the presence of the Engineer and at least four (4) days must be given to him of the dates proposed for such tests. Four (4) calendar day notice on which fabricated steel work will be ready for inspection in the Contractor's yard.

1.4.6. Standard bolt shall conform to ASTM A 307 Carbon Steel Externally Threaded Standard Fasteners.

1.5 EXECUTION

1.5.1. FABRICATION REQUIREMENTS

1.Workmanship

Fabrication shall be performed within the permissible tolerance by the approved fabricator. All workmanship shall be of the best quality with respect to internationally recognized standards of practice.

2. Cutting

Low-carbon structural steel may be cut by machine-guided torch instead of by shears or saw. Harmful notches, burrs, irregularities, etc., shall not be developed at the cut surface.

3. Contact Faces

Contact surfaces between bases or other elements bearing directly upon bearing plates shall be ground or milled as necessary for full effective bearing. Edges for welding shall likewise be properly prepared.

4. Bolts Holes

Bolt holes shall be according to engineering practice and as specified in these specifications. Gas burning of holes will not be permitted.

5. High Strength Bolt Assembly Preparation Surfaces of high strength bolted

parts in contact with bolt heads and nuts have a slope of more than 1:20 with respect to a plane normal to the bolt's axis. Where the surface of a high strength bolted part has a slope of more than 1:20, a beveled washer shall be used to compensate for lack of parallelism. High strength bolted part shall fit solidly together when assembled and shall not be separate bv aaskets or any other interposed compressible materials. When assembled, all joint surfaces including those adjacent to washers shall be free of scale except tight mill scale, and shall be free from dirt, loose scale, burrs, and other defects that would solid seating of parts. Contact surfaces of friction prevent type joints shall be free from oil, paint, lacquer, or galvanizing.

6. Welding

All welding shall be done only by welders certified as to their ability to perform in accordance with accepted testing requirement Welding of parts shall be in accordance with structural standards the Standard Code for Arc and Gas Welding in Building and Construction of AWS, and shall only be done where shown, specified or permitted by the Engineer. Damage to galvanized areas by well shall thoroughly cleaned with wire brushing be and all traces of welding flux and loose or cracked zinc coating shall be removed prior to painting. The cleaned area shall be painted with two coats of zinc oxide-zinc dust paint. The paint shall be properly compounded with suitable vehicle in the ratio of one part zinc oxide to four-part zinc dust by weight.

As an alternative to the above, the Contractor submits for approval the use of a galvanizing rod or galvanizing solder to repair damaged areas. The welding machine shall be a stable welder and have suitable functions for the dimension of materials to be welded. The auxiliary tools used for welding shall perform sufficiently and adequately. The welding used for field welding shall be readily adjustable for electric current.

7. Shop Assembly

Structural units furnished shall be assembled in the shop. An inspection shall be made to determine that the fabrication and the matching of the component parts are correct. Jigs shall be used for the assembly of unit as much as possible appropriate position of mutual materials. Approval of the Engineer shall be required when drilling temporary bolt holes or welding temporary support to the assembled structure. The tolerances shall not those allowed codes and each unit assembled shall be closely checked to ensure that all necessary clearances have been provided and that binding does not occur in any moving part. To maintain accurate finished dimensions and shape, appropriate reverse strain or restraint shall be provided as required. Assembly and disassembly work shall be performed in the presence of the Engineer, unless waived in writing by the Engineer any error or defect disclosed shall be immediately remedied by the Contractor. Before disassembly for shipment, component parts of the structures shall be marked to facilitate erection in the field.

1.6 FABRICATION TOLERANCES

1.6.1. Dimensional Tolerances for Structural Work Dimensions shall be measured by means of an approved calibrated steel tape at the time of inspection. Unevenness of plate work shall not exceed the limitation of the standard mill practice as specified in the American Institute of Steel Construction, "Manual of Steel Construction "

1.6.2. Camber

Reverse camber in any structural steel members more than 1/1, 000 of the span lengths shall cause rejection. The minimum dead load camber for any structural steel member shall be as allowed by Code, or otherwise specified

1.7 INSPECTION AND TEST OF WELDING

1.7.1. Inspection of Welding

Inspection of welding shall be executed for the following work phases

a. Before Welding

Scum, angle of bevel, root clearances, cleaning of surface to be welded, quality of end tab, drying of welding rod

b. During Welding

Welding procedure, diameter of coil and wire, type of flux welding current and voltage, welding speed, welding rod position, length of arc, melting, cleaning of slag of each level undersurface chapping supervision of welding rod.

c. After Execution of Welding

Assurances of bead surface, existence of harmful defects, treatment of crater, quality of slag removal, size of filet, dimension of extra fill of butt welding, treatment of end tab.

1.7.2. Testing of Welding

Twenty percent (20%) of welds contributing in the overall strength of the structure and which will be inaccessible for the inspection in service shall be tested Welding shall be tested by ultrasonic test to the extent specified herein or as directed by the Engineer. Where partial inspection is required, the ultrasonic test shall be located at random on the welds to indicate typical welding quality. If ten (10%) of the random ultrasonic tests indicate unacceptable defects, the remaining eighty (80%) of the welding shall be tested. Repair welding required shall be ultrasonic tested after the repairs are made.

1.8 CORRECTIONS

In lieu of the rejection of an entire piece or member containing welding which is Unsatisfactory, or which indicates inferior workmanship, corrective measures may be permitted by the Engineer whose specific approval shall be obtained for making each correction. Defective welds or base steel shall be corrected either by removing and replacing the entire weld, or as follows.

1.8.1 Excessive convexity or overlap shall be reduced by grinding.

1.8.2 Undercuts, lack of weld, shall be repaired with necessary weld after removal of any foreign materials such as slag, dust, oil etc.

1.8.3. Any defects such as slag inclusion, incomplete fusion, or inadequate joint penetration, shall be completely removed, cleaned and re-welded.

1.8.4 Cracks in welds or base steel, shall be removed to sound steel throughout their length and 5cm beyond each end of the crack, followed by welding. The extent of the crack, depth and length, shall be as curtained by the use of acid etching, magnetic inspection or other equally positive means. The removal of welded steel shall be done by chipping, grinding, oxygen cutting, oxygen gouging, or air carbon arc gouging and in such a manner that the remaining welded steel or base steel is not nicked or undercut. Defective portions of the welding shall be removed without substantial removal of the base steel.

1.9 INSTALLATION

- 1.9.1. Installation Program
 - a. Prerequisite Condition

Prior to executing steel fabrication and field installation, the Contractor shall prepare a comprehensive installation program including engineering supervision organization, fabrication procedure, fields installation procedures, material application, machinery applications, inspection procedure, scope and standard of quality judgment, and submit to the Engineer for approval.

b. Special Technical Engineering

Special technical engineering different from contract specification can be applied upon receiving approval of the Engineer.

- 1.9.2. Installation Requirement
 - a. Temporary Bracing

1) Temporary bracing shall be installed as necessary to stay assemblies and assume loads against forces due to transport, erection operations or other work.

2) Temporary bracing shall be maintained in place until permanent work is properly connected, and other construction installed as necessary for support, bracing or staying of permanent work.

3) Extend and quality of temporary bracing shall be as necessary against wind and other loads, including seismic loads not less those for which the permanent structure is designed to resist.

b. Adequacy of Temporary Connection

During erection, temporary connection work shall be securely made by Bolting and/or welding for all dead load, wind, and erection stresses.

c. Alignment

No permanent bolting or welding shall be done until the alignment of all Parts with respect to each other shall be true within the respective tolerances required.

d. Field Welding

1) Any shop paint or surfaces adjacent to joints where field welding is to be executed shall be wire brushed to remove paint/primer.

2) Field welding shall conform to the requirements specified herein, except as approved by the Engineer

e. High Strength Bolts

Final tightening of high strength bolts shall be done by using manufacturer's power operated equipment without any overstress to the threads.

f. Correction of Errors

1) Corrections of minor misfits by use of drift pins, and reaming, chipping or cutting will be permitted and shall be provided as part of erection work

2) Any errors to be corrected or adjusted, preventing proper assembly, shall be immediately reported to the Engineer, and such corrections or adjustments shall be made as necessary and approved by the Engineer.

3) Cutting or alterations other than as approved will not be permitted.

2.0 PAINTING

2.1 SCOPE OF WORK

This section covers the surface preparation, coating materials and application of coatings systems required for the works. The work shall consist of furnishing of all labor, materials, equipment, and other incidentals necessary for the supply of painting materials and the complete painting of surfaces as shown on the drawing in accordance with this specification and as directed by the Engineers. The term paint as hereinafter used includes industrial paints, Red Oxide Primer and thinners. All affected exposed metal surfaces, shall be painted unless otherwise specified. 2.2 SUBMITTAL

The contractor shall submit work method statements with the list of materials to the engineer for approval twenty-eight days before the starting of works. Before placing order for the painting materials, shall submit to the Engineer for approval of the samples of materials. No placing of orders for materials shall be made without his approval.

2.3 STORAGE AND DELIVERY

The contractor shall deliver all material to the site in the original labeled sealed cans and containers, with label intact and seal unbroken. Seal shall remain unbroken until after inspection and acceptance of material by the Engineer. The contractor shall deliver materials in ample quantities sufficiently in advance of the need to avoid and delay or interruption in the works.

The Paint Thinner shall be stored in accordance with the approved manufacturer's instructions. All regulations required for storage of paint shall be observed and all necessary safety signs required by governing codes shall be posted.

2.4 MATERIAL REQUIREMENTS

Paint for the protective coating system shall be the product of a manufacturer approved by the Engineer. Location of the various finishes are listed in the finish schedule on the drawings or else will be confirmed by PPA.

2.5 EXECUTIONS

Concrete and cement plaster surfaces to be painted shall be prepared by removing efflorescence, dust, dirt, grease, oil, asphalt, tar, excessive mortar and mortar dropping and by roughening to remove glaze. A zinc sulfate solution shall be applied before prime coat.

Surface preparation for fiber cement surfaces shall be dry and clean prior to application of the specified first coat material. Oil, grease, or rust stains shall be carefully removed using suitable solvent. Wire brushing will not be permitted. After the first coat has become dry and prior to application of finish coats, touch-up coats shall be applied to suction spots.

For preparation of surfaces with existing coating, before the application of coatings, perform the following on surfaces covered by soundly adhered coatings, defined as those which cannot be removed with a putty knife:

- a. Wipe previously painted surfaces to receive solvent-based coatings, except stucco and similarly rough surfaces clean with a clean dry cloth saturated with mineral spirits, ASTM D 235. Allow the surface to dry. Wiping shall immediately precede the application of the first coat of any coating, unless specified otherwise.
- b. Sand existing glossy surfaces to be painted to reduce gloss. Brush, and wipe clean with a damp cloth to remove dust.

- c. The requirements specified are minimal. Comply also with the application instruction of the paint manufacturer.
- d. Previously painted surfaces specified to be repainted or damaged during construction shall be thoroughly cleaned of all grease, dirt, dust or other foreign matter.
- e. Blistering, cracking, flaking and peeling or other deteriorated coatings shall be removed.
- f. Rusty metal surfaces shall be cleaned as per SSPC requirements.

All work shall be done in a workmanship manner so that the finished surfaces shall be free from runs, chop, ridges, waves, laps, and unnecessary brush marks. All coats shall be applied in such a manner as to produce an even film or uniform thickness. Edges, corners, crevices, weld, and rivets shall receive special attention to ensure that they receive an adequate thickness of paint.

Safety regulations shall be adhered to at all times, including the wearing of respirators by persons engaged in assisting in spray painting. Adjacent areas and installation shall be protected by the use of cloths or other approved precautionary measures.

Plain enamel and varnish shall be applied carefully with good clean brushes or approved spraying equipment, except that the initial coat on any surfaces shall be applied with brush. Sufficient time shall be allowed between coats to assure thorough drying and each coat shall be in proper condition before receiving the next coat.

Finish coat shall be smooth and free from runs, sags, and other defects. Exterior paint shall not be applied during rainy days. Paint spots, or stains adjacent surfaces shall be removed, and the entire job left clean and acceptable to the Engineer. No smoking shall be permitted in the vicinity where painting is going on.

3.0 ROOFING WORKS

3.1 SCOPE OF WORK

The work shall include but not limited to all labor, material, tools, equipment, and incidentals necessary to furnish and install the roofing sheets including fittings, flashing caps, ridge rolls, gutters and fascia, to provide completely sound watertight roof for the building as shown on the Drawings and specified herein.

3.2 MATERIAL REQUIREMENTS

Roofing shall be 2.5mm thick Rib Type metallic plastic panels. Ridge rolls, gutters and fascia board shall be made of 2.0mm thick Metallic plastic materials.

3.3 HANDLING AND STORAGE

Sheet shall be lifted directly and shall not be dragged over the other sheet or over rough surfaces. When working on a roof, the workers shall wear flat rubber soled shoes. Tools shall be handled carefully to prevent them from sliding over the coated surface. When installation work is completed, all metal-off cuts, used nails and other metallic scrap shall be removed from the roof area.

When using drills, hacksaws, or files in the roof area. Care shall be taken that metal particles and fillings are swept off the roof immediately. If not required for immediate use, sheets shall be staked and clear off the ground. If left in the open, sheets shall be protected by loose tarpaulin or similar covers. Bundles shall not be left exposed to the weather.

3.4 INSTALLATION

Installation shall be coordinated with and shall follow the sequence of the laying of the roofing sheets. Overlap of roofing panels shall not be less than 200mmm at the ends. No nails shall be used for fastening the panels. All the sheets shall be secured to purlins with tek screw with washer on top and below the sheet. Mastics solvent and sealers listed as unsatisfactory to panels shall not be used.

4.0 CONCRETE WORKS

The works shall include repair of sidewalk, concrete ramp and catch basin covers.

4.1 Portland Cement

It shall conform to the requirements on the standard specification for hydraulic cement (Public Works and Highways Item 700). Type 1 Portland cement shall be used in all concrete mixes unless otherwise provided for in the special provisions. Cement of different brands or the same brands but of different milling dates shall not be mixed nor used alternately unless approved by the Engineer.

Cement which for any reason has become partially set or which contains lumps of caked cement shall not be used in the work.

4.2 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 approved by the Engineer. Fine aggregates from different sources of supply shall not be mixed or stored in the same file nor used alternately in the same class of concrete without the approval of the Engineer. It shall not contain more than 3 mass percent of material past the 0.075 mm (No. 200 sieve) by washing more than 1 mass percent,

each of clay lumps or shale. Grading shall conform to requirements for Fine Aggregates (Table 311.1 of the Standard Specification of Public Works and Highways).

4.3Coarse 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 no more than 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 mass percent of soft fragments. It shall have a mass percent of wear not exceeding 40 when tested by AASHTO T96 and shall conform to requirements for Coarse Aggregates (Table 311.2 of the Standard Specifications of Public Works and Highways).

4.4 Water

Water used in concrete, curing, or other designated applications shall be reasonably clean and free of oil, salt, alloy, alkali, grass, or other substances injurious to the desired structure. Water will be tested in accordance with and shall meet the requirements of item 714 of the Standards and Specifications of Public Works and Highways. Water which is drinkable may be used without test. Where the source of water is shallow, the water shall be so included as to exclude silt, mud, grass, or other foreign materials.

A. Designed Concrete Strength

- Concrete shall develop a minimum 28-day compressive cylindrical strength of 3,500 psi, unless otherwise indicated in the drawings.
- B. Mixing/Placing of Concrete
 - No concrete shall be mixed, placed or finished when natural light is insufficient, or adequate and approved artificial lighting system is provided.
 - During hot weather, the Engineer may require that steps be taken to prevent the temperature of mixed concrete from exceeding a specified maximum limit.
 - Concrete not placed within 90 minutes from the time the ingredients were charged into the mixing drum or that has developed an initial set shall be rejected and not be used in the works. Remixing of concrete or mortar which has partially hardened, by adding cement, aggregate or water shall not be permitted. In order that the concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the contractor will be required to always have available materials for the protection of the edges and surfaces of the unhardened concrete.
 - Concrete shall be deposited in such a manner to require minimum rehandling. Unless truck mixers or non-agitating hauling equipment are equipped with means to discharge concrete without segregation of the materials, the concrete shall be unloaded into an approved spreading device and mechanically spread on the

grade in such a manner as to prevent segregation of its components. Depositing concrete shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels and do not rake. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Concrete shall be thoroughly consolidated against and along the faces of all forms, along the full length and on both sides of all joint sections by means of vibrators. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. In no case shall the vibrator be operated longer than 15 seconds in any one location.

Prepared by:

Checked/Reviewed by:

AMALIA M. DUMANON Supervising Engineer A BELTZASAR L. GELLA Principal Engineer A

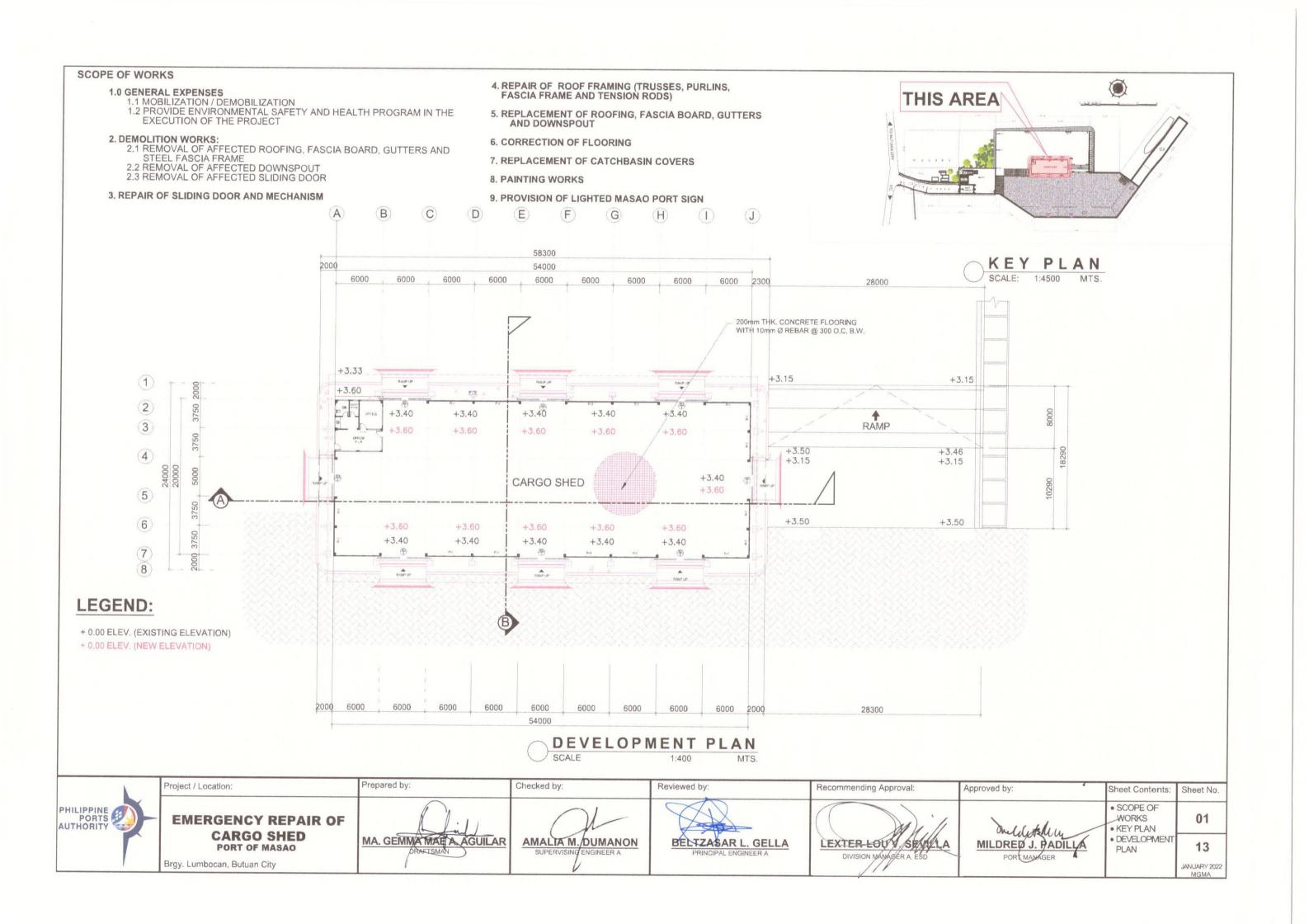
Recommending Approval:

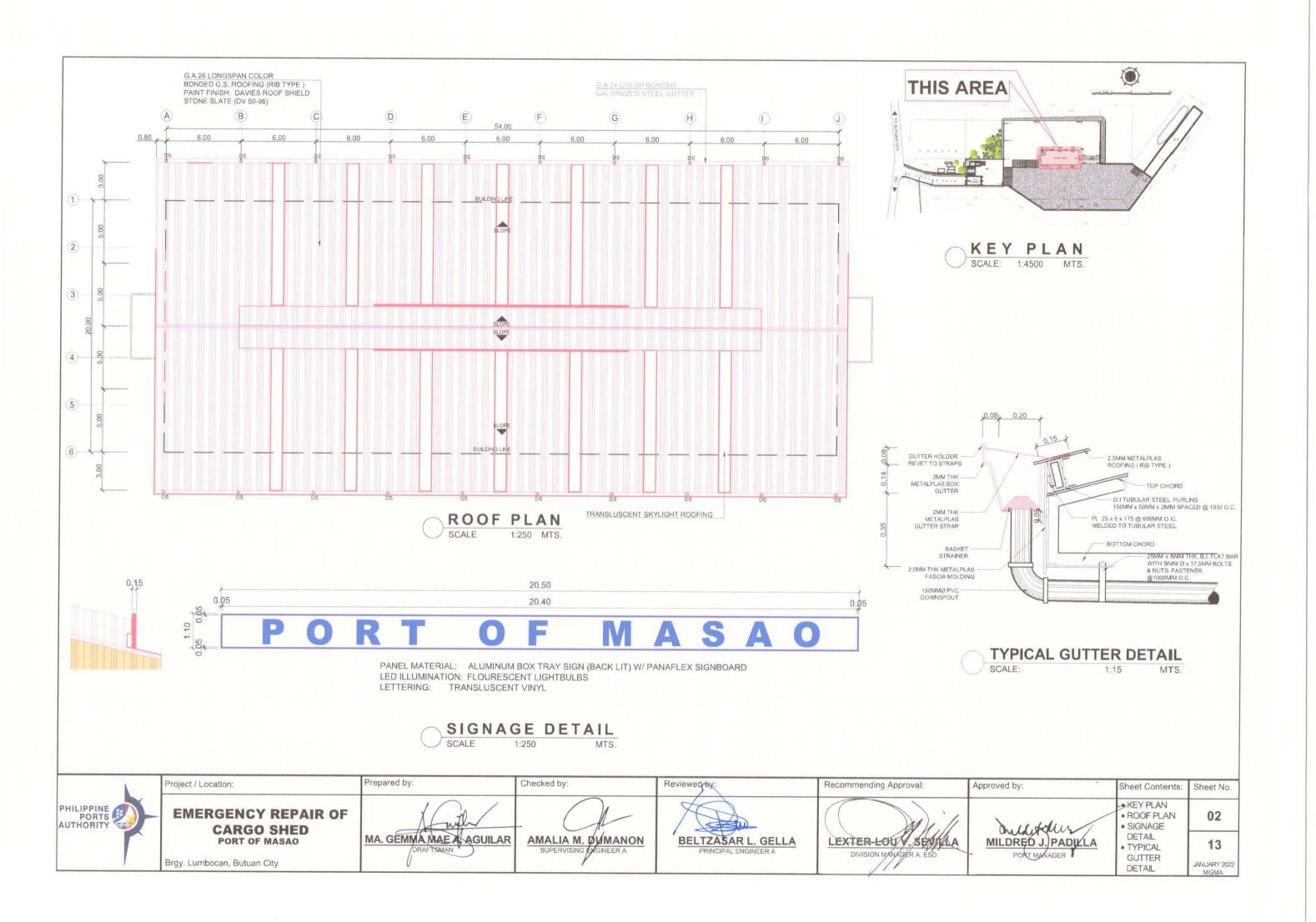
Approved by:

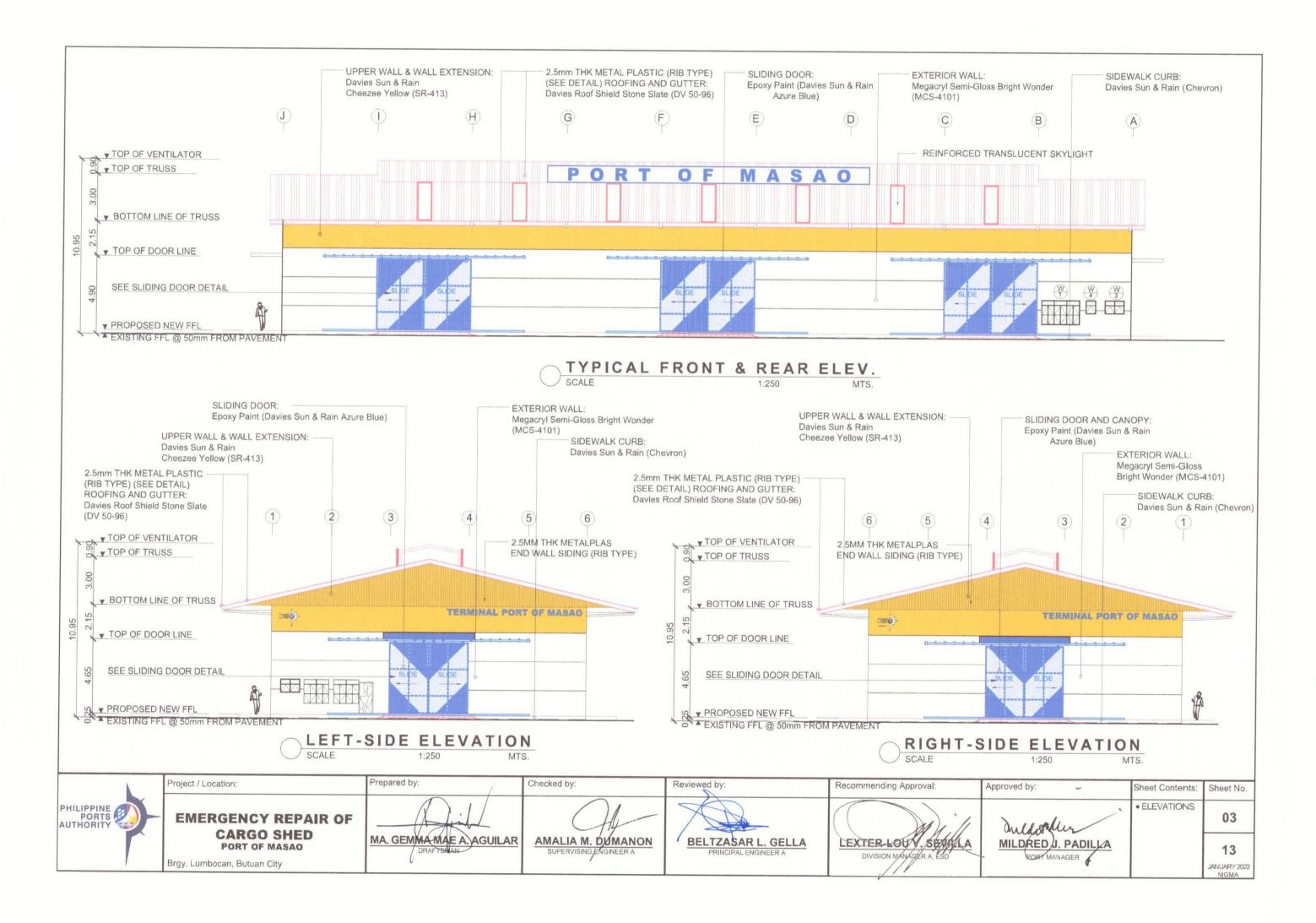
LEXTER-LOU V. SEVILLA Division Manager A, ESD **MILDRED J. PADILLA** Port Manager, PMO agusan

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.]



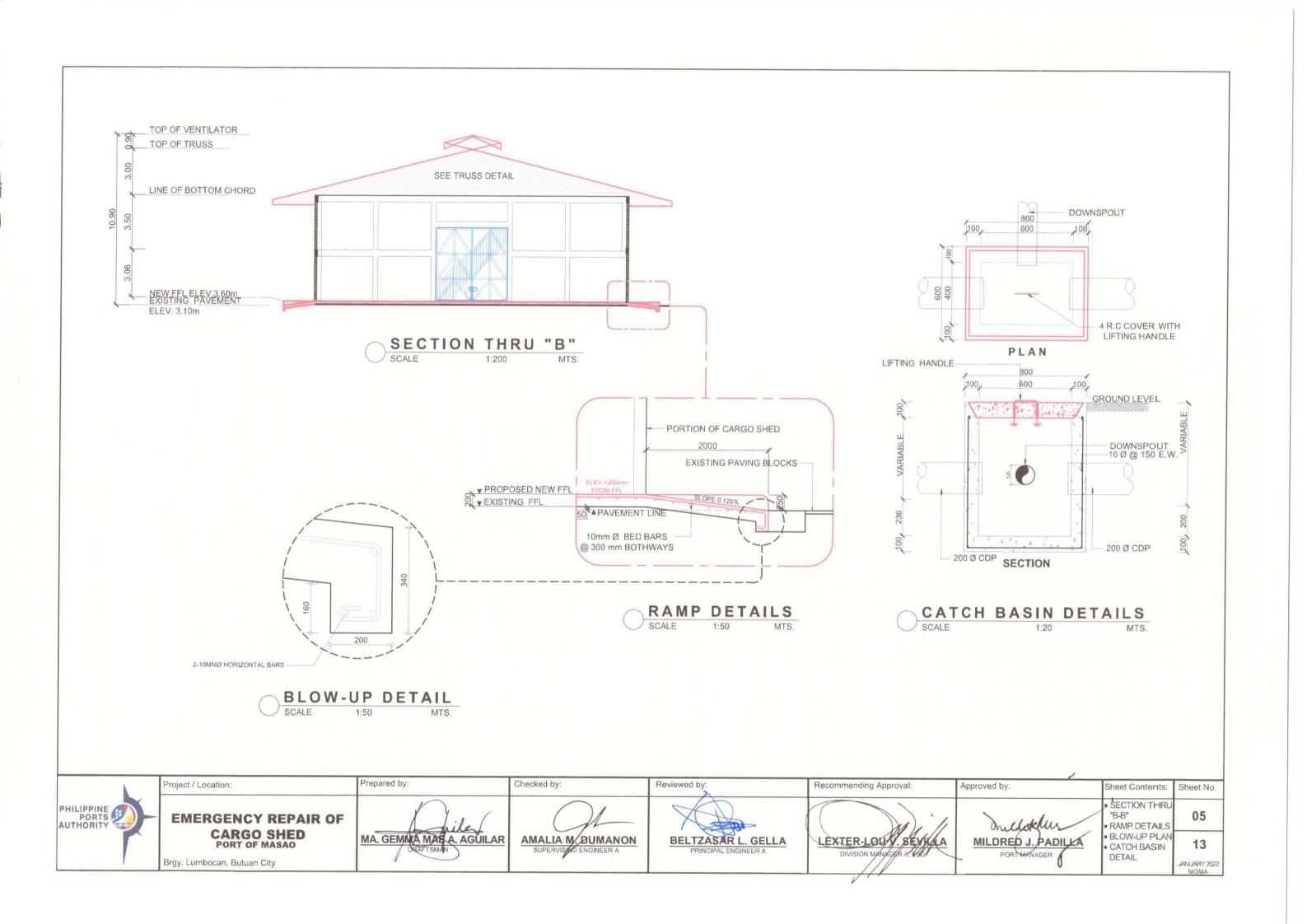


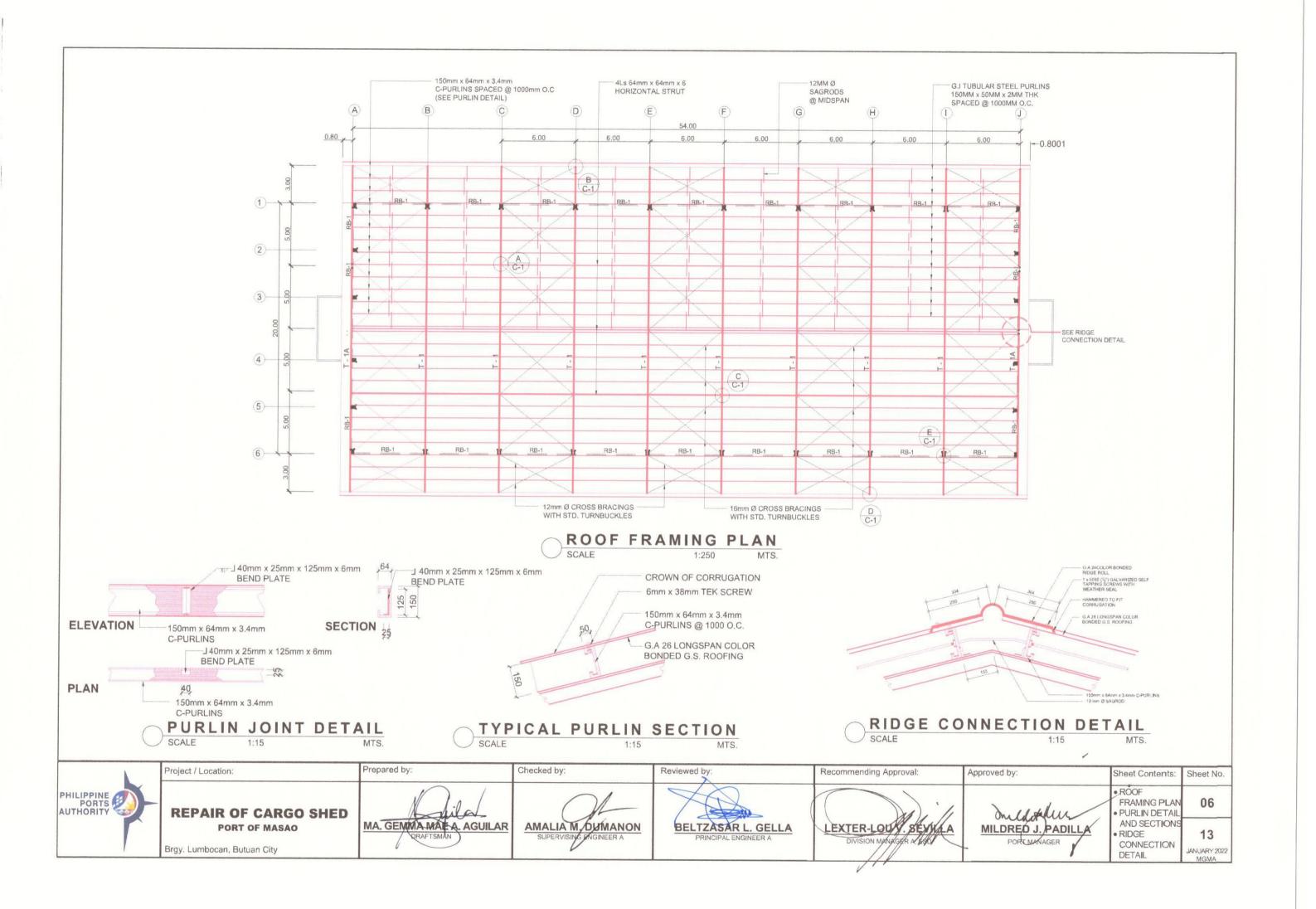


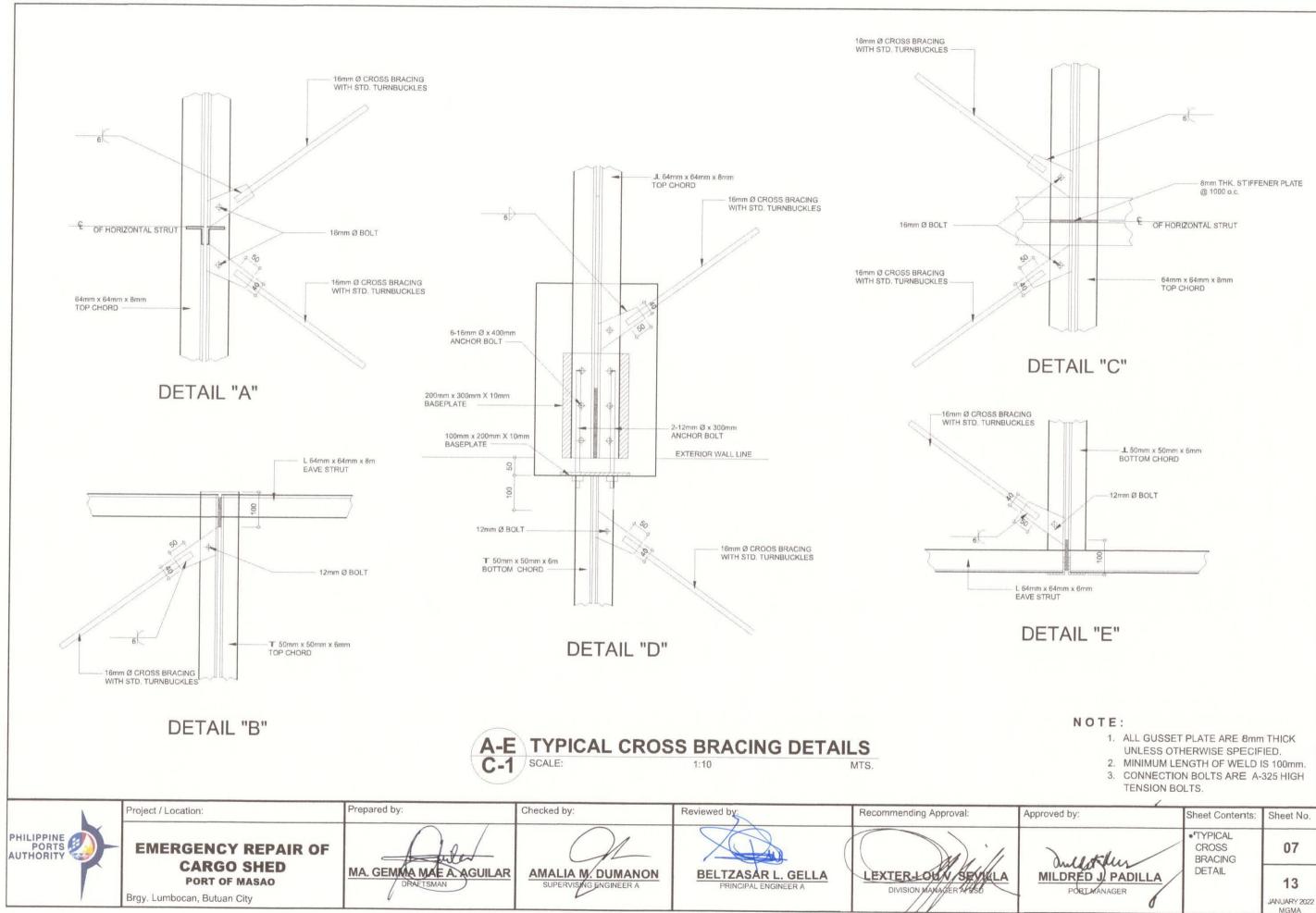
TOP OF VENTILATOR TOP OF TRUSS 3.00 SEE TRUSS DETAIL BOTTOM LINE OF TRUSS RB - 1 ₩ N TOP OF DOOR LINE 10.95 B - 4A B - 4A B - 4A -4.65 SEE SLIDING DOOR DETAIL B - 4 SLIDE SLIDE B - 4 B - 4 SLIDE SLIDE B - 4 SLIDE B - 4 (SD) SD PROPOSED NEW FFL EXISTING FFL @ 50mm FROM PAVEMENT SECTION THRU "A" SCALE 1:200 MTS. PORTION OF CARGO SHED 2000 SLOPE 0.120% 50 PAVEMENT LINE 10mm Ø BED BARS ---@ 300 mm BOTHWAYS 500 323 d RAMP DETAILS SCALE 1:50 MTS. 2-10mm Ø BED BARS -----@ 300 mm BOTHWAYS 200 BLOW-UP DETAIL SCALE 1:50 MTS.

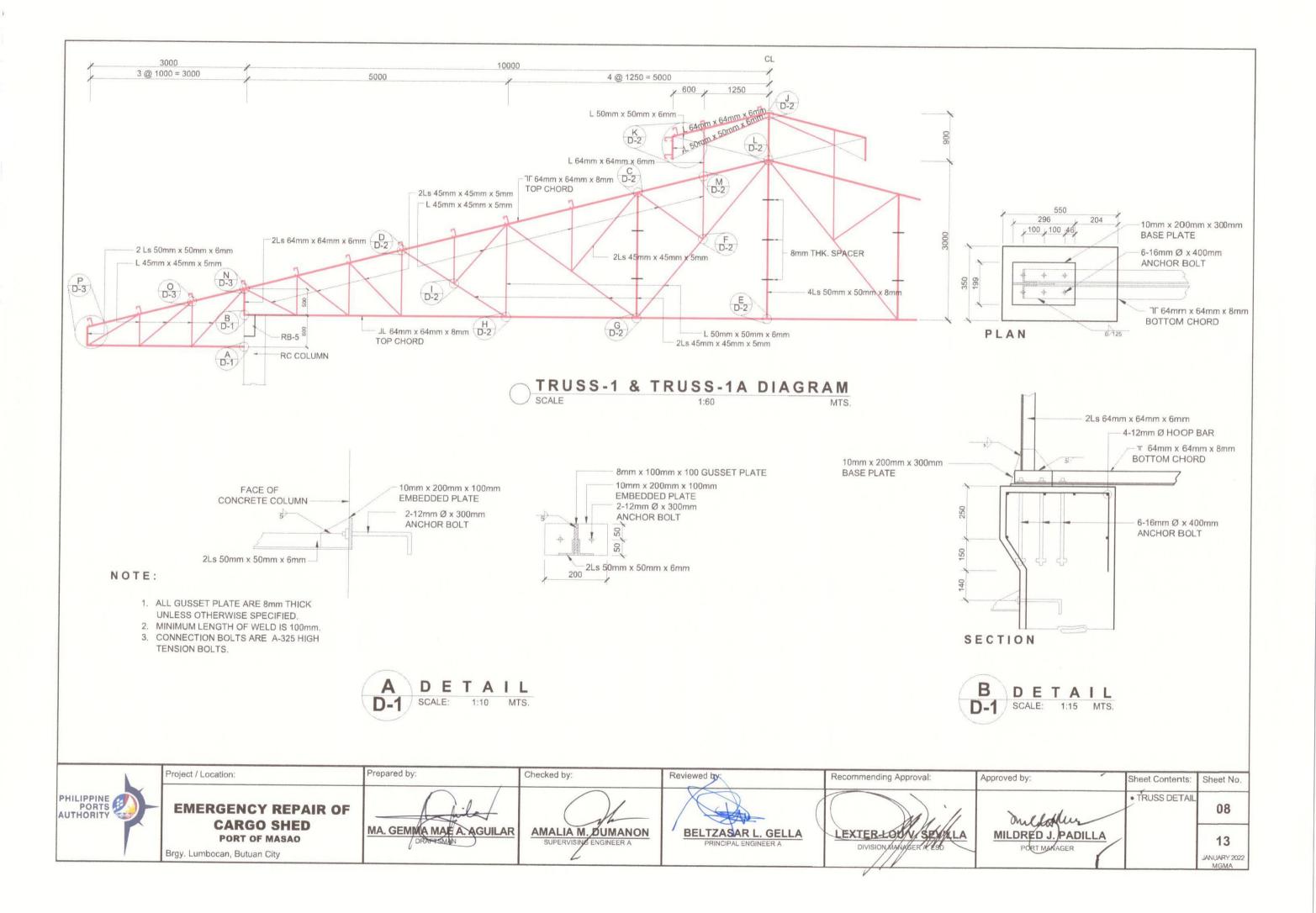
| Project / Location: | Prepared by: | Checked by: | Reviewed by: | Recommending Approval: | Approve |
|---|---------------------------|---|--|--|---------|
| EMERGENCY REPAIR OF CARGO SHED PORT OF MASAO Brgy. Lumbocan, Butuan City | MA. GEIMINA MAE A AGUILAR | AMALIA M. DUMANON SUPERVISING ENGINEER A | BELTZASAR L. GELLA PRINCIPAL ENGINEER A | LEXTER-LOU SELVITAA DIVISION MANAGER A, SEE | MIL |
| | | | | /// | Anna |

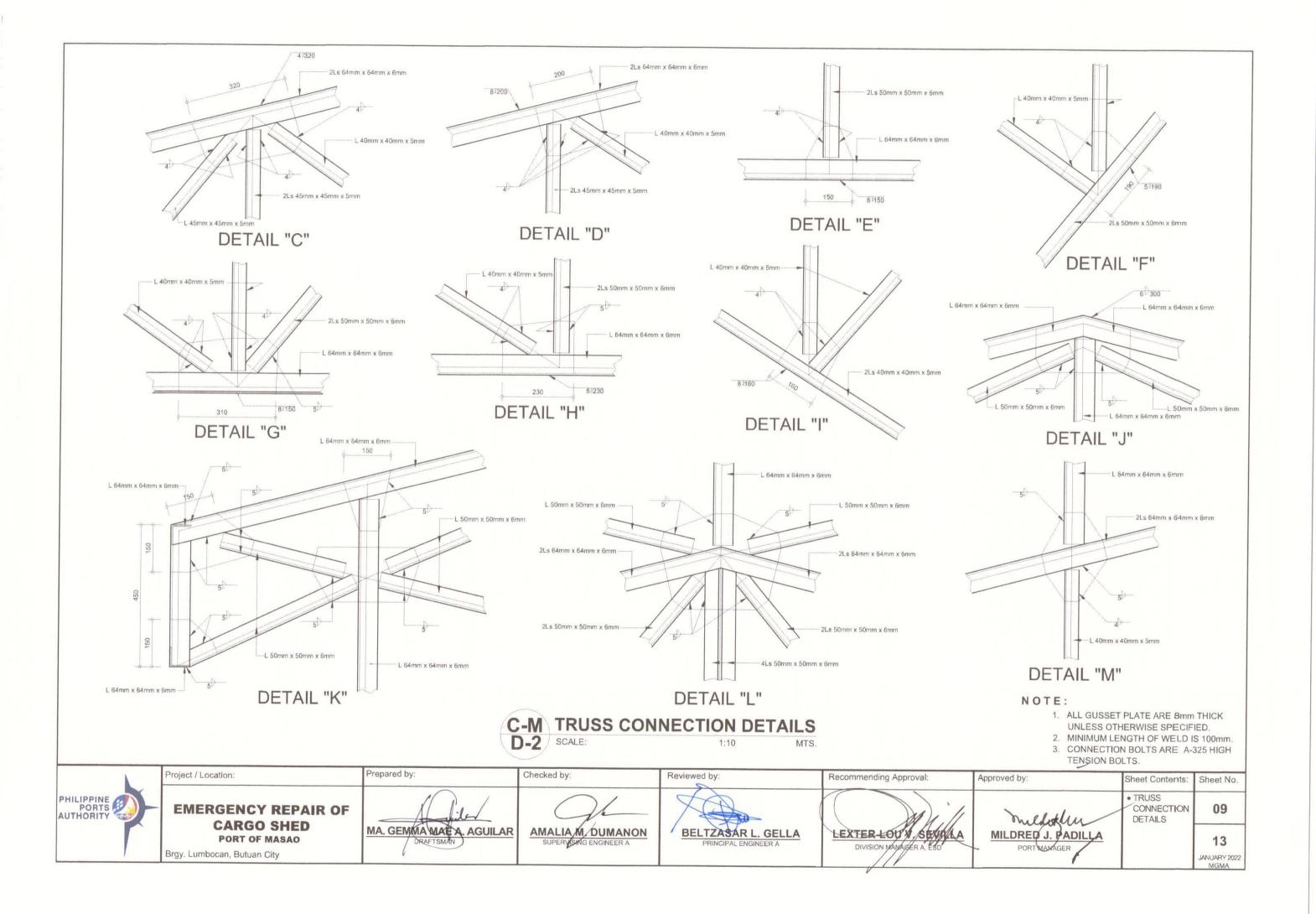
| RB - 1 | | | |
|-----------------|--|----------------------|--|
| B-4 | | | |
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| ved by: | Sheet Contents: | Sheet No. | |
| | SECTION THRU "A" | 04 | |
| LDRED J. PADILA | RAMP DETAILS BLOW-UP PLAN | 13 | |
| PORTMANAGER | | JANUARY 2022 MGMA | |

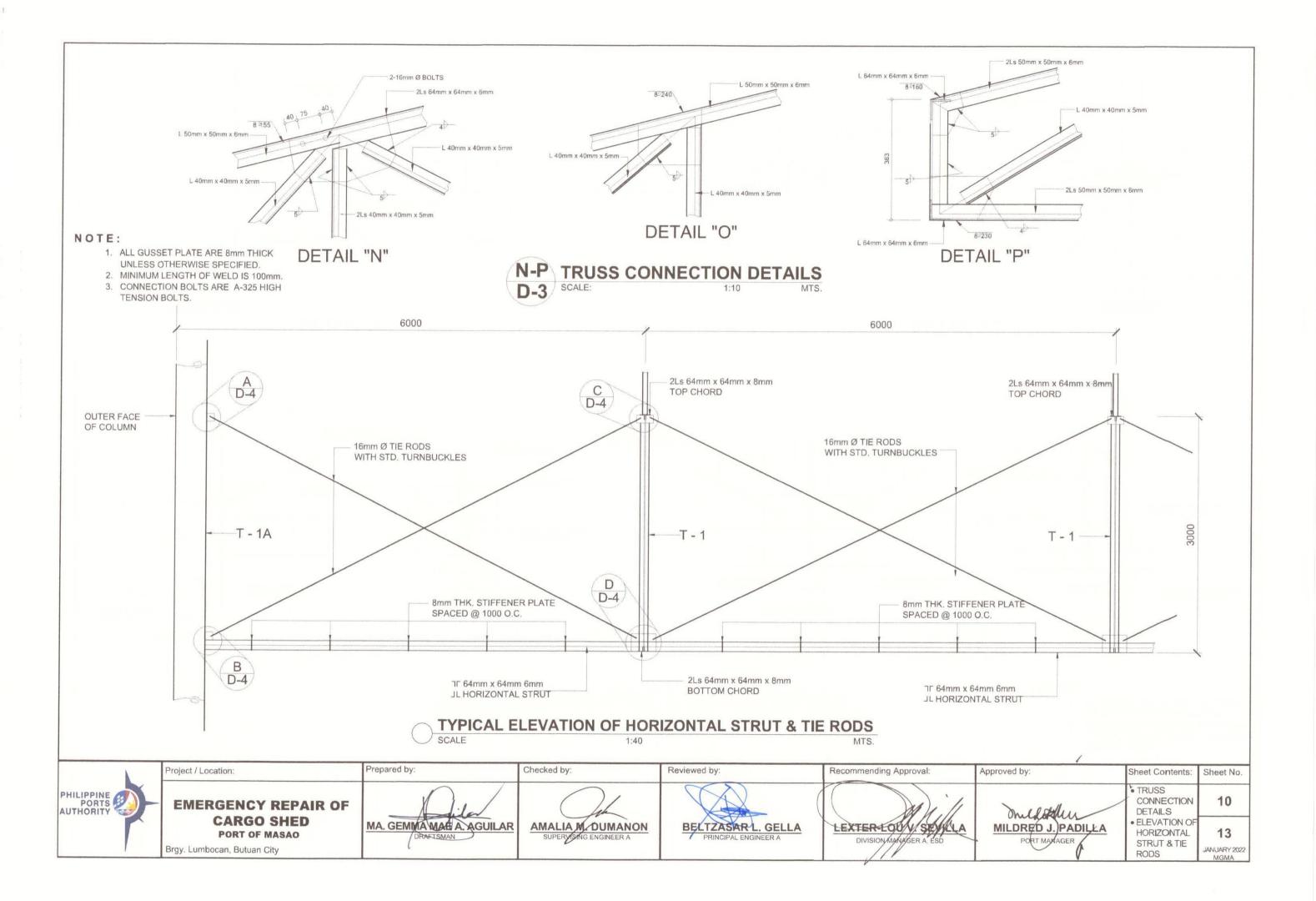


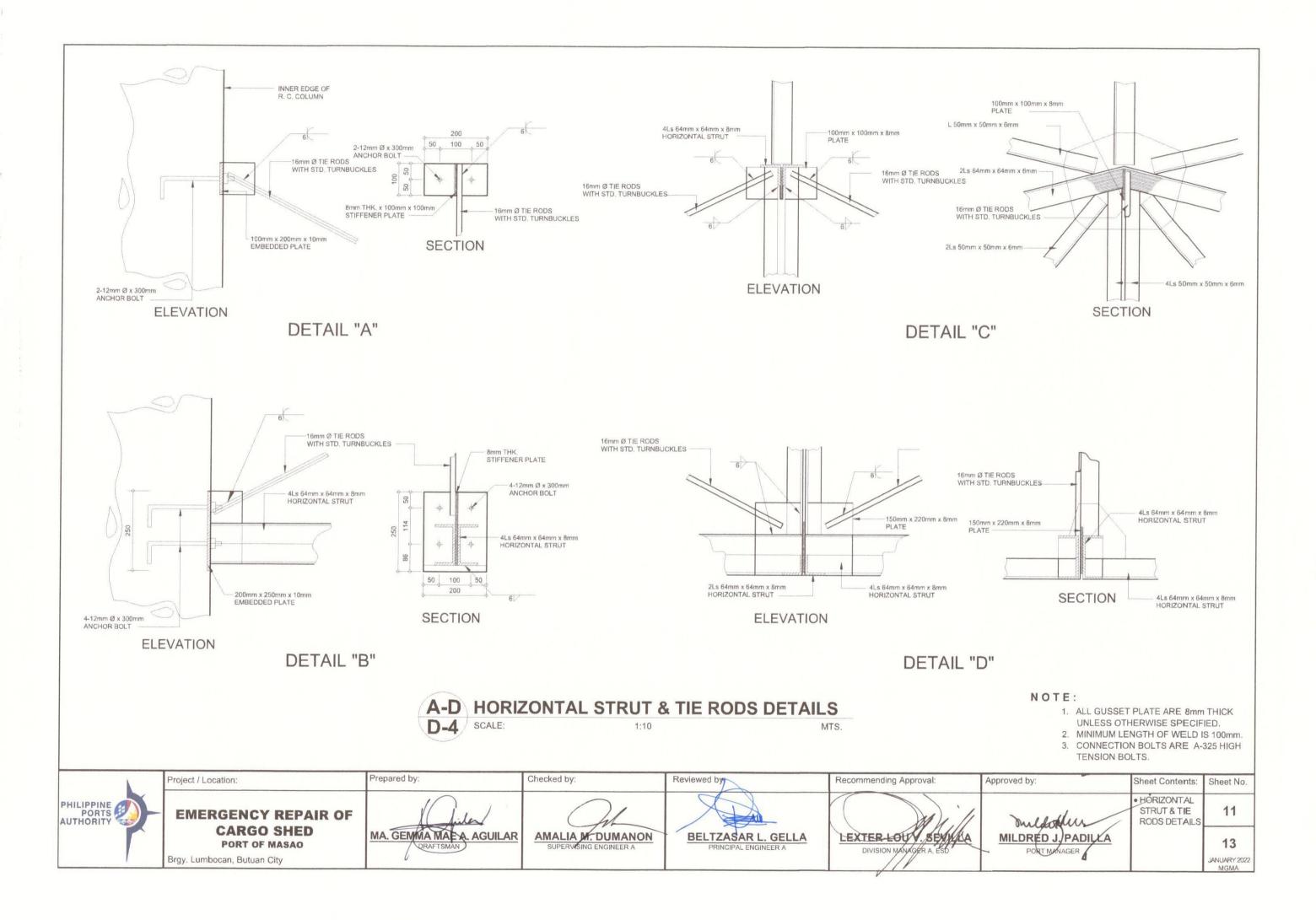


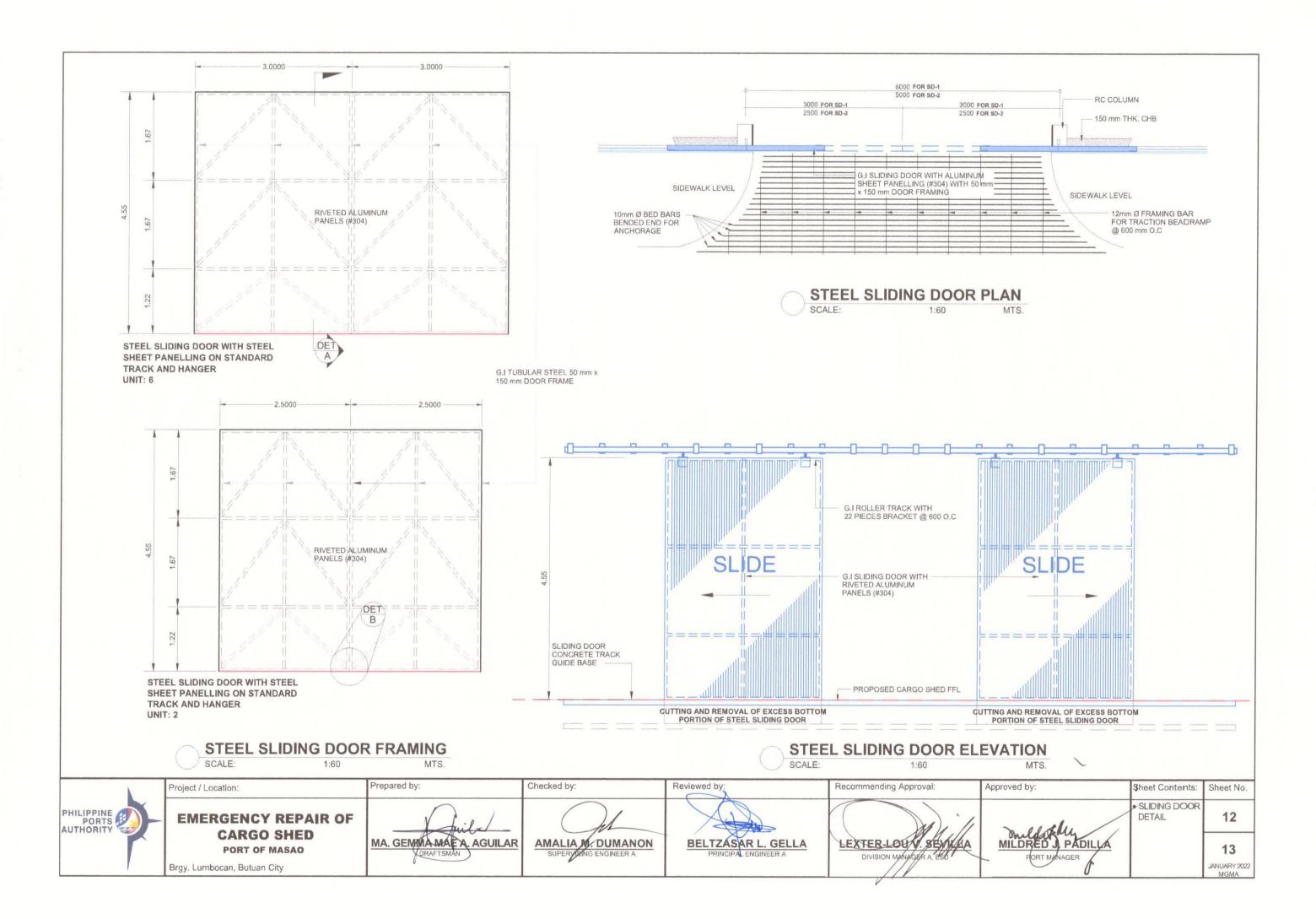


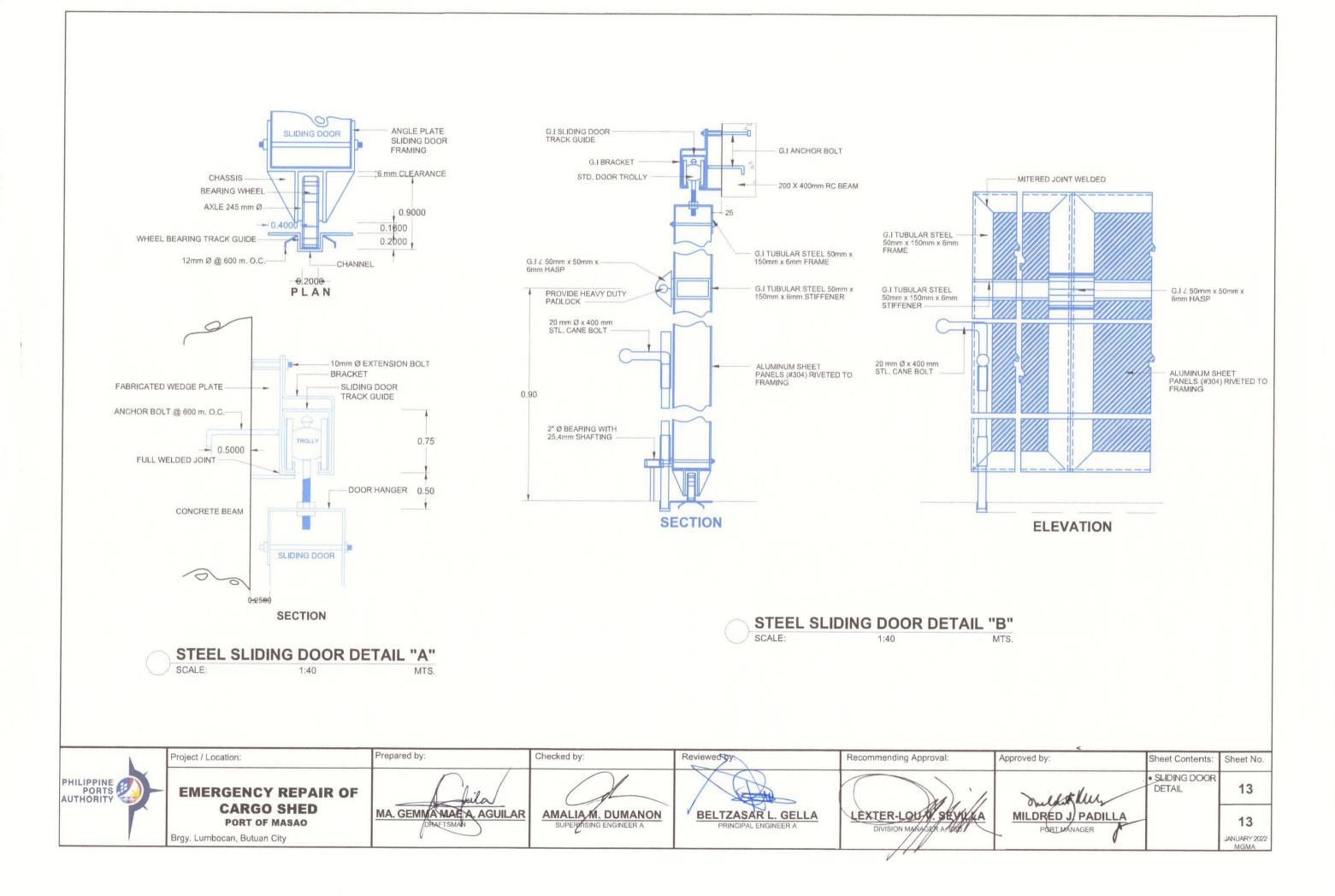












Notes on the Bill of Quantities

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

 Project Code
 :
 NRP-AGS-01-22

 Project Title
 :
 Emergency Repair of Cargo Shed at Masao Port

 Project Location
 :
 Brgy. Lumbocan, Butuan City, Agusan del Norte

| NO. | | DESCRIPTION OF WORK | UNIT | QTY. | UNIT PRICE | AMOUNT |
|------------------------|-----|--|-------|---------|------------|-----------|
| (1) | | (2) | (2) | (4) | (Pesos) | (Pesos) |
| (1) | | (2) | (3) | (4) | (5) | (4) × (5) |
| BILL NO. 1 | | General Expense | | | | |
| | 1.1 | Mobilization/Demobilization | LS. | 1.0 | | |
| | 1.2 | Provide Environmental Safety and Health Program (CHSP) in the execution of the project; | LS. | 1.0 | | |
| BILL NO. 2 | | Demolition Works | | | | |
| | 2.1 | Removal of affected roofing, fascia board, gutters and steel fascia frame | Sq.m | 1,875.0 | | |
| | 2.2 | Removal of affected downspout | pcs | 20.0 | | |
| | 2.3 | Removal of affected Sliding Door | units | 16.0 | | |
| BILL NO. 3 | | Repair of Sliding Door and Mechanism | units | 16.0 | | |
| BILL NO. 4 | | Repair of Roof Framing (Trusses, purlins, fascia frame and tension rods) | L.S | 1.0 | | |
| BILL NO. 5 | | Replacement of roofing, fascia board, gutters and downspout | Ln.m | 2,439.0 | | |
| BILL NO. 6 | | Correction of flooring | Sq.m | 1,392.0 | | |
| BILL NO. 7 | | Replacement of Catchbasin Covers | pcs | 28.0 | | |
| BILL NO. 8 | | Painting Works | Sq.m | 3,308.0 | | |
| BILL NO. 9 | | Provision of Lighted Masao Port Sign | units | 2.0 | | |
| Total Amount In Words: | | | | | Total | |
| | | | | | Amount in | |
| | | | | | Figures | |
| | | | | | >>> | |

Submitted by:

(Name of Bidder's Representative)

(Position)

(Name of Bidder)

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
 - <u>and</u>
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 - and
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (h) Philippine Contractors Accreditation Board (PCAB) License;

<u>or</u>

Special PCAB License in case of Joint Ventures;

and registration for the type and cost of the contract to be bid; and

- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
 - <u>or</u>

(j)

Original copy of Notarized Bid Securing Declaration; and

Project Requirements, which shall include the following:

- a. Organizational chart for the contract to be bid;
- b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; <u>and</u>
- (k) Original duly signed Omnibus Sworn Statement (OSS);

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

Financial Documents

- (1) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
-] (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

(n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities; and
-] (q) Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; **and**
- (r) Cash Flow by Quarter.



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