



**PROVINCIAL GOVERNMENT OF CAMARINES NORTE
DAET**

ITB-2025-060

**WATERPROOFING OF
PROVINCIAL LIBRARY ROOF
DECK (594 sq.m.)**

Provincial Capitol
Compound, Daet,
Camarines Norte

July 16, 2025

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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



Republic of the Philippines
PROVINCE OF CAMARINES NORTE
BIDS AND AWARDS COMMITTEE



INVITATION TO BID
for the
Waterproofing of Provincial Library Roof deck (594sq.m.)
Provincial Capitol Compound, Daet, Camarines Norte

1. The *Provincial Government of Camarines Norte*, through the *PGSO – Repair and Maintenance – Buildings and Other Structures AB2025* intends to apply the sum of *Seven Hundred Ninety-Five Thousand Pesos (P795,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for the *Waterproofing of Provincial Library Roof deck (594sq.m.)*, *Provincial Capitol Compound, Daet, Camarines Norte*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Provincial Government of Camarines Norte* now invites bids for the *Preparation of roof deck (cleaning & Priming); Application of bituminous membrane; and Sealing of membrane using heat (torch) & adhesive*. Completion of the Works is required *20 CD*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”
4. Bidders may obtain further information from the *Provincial Government of Camarines Norte* and inspect the Bidding Documents at the address given below from *8:00a.m. to 5:00p.m., Monday to Friday, except Holidays*.
5. A complete set of Bidding Documents may be acquired by interested bidders *July 16, 2025 – July 24, 2025* at the *Provincial Capitol Building, Daet, Camarines Norte* and from the website of the *Philippine Government Electronic Procurement System (PhilGEPS)* upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *One Thousand Pesos (P1,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. Bids must be duly received by the BAC Secretariat **through manual submission** at the address below on or before *July 24, 2025 at 1:30p.m.* Late bids shall not be accepted.
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.
8. Bid opening shall be on *July 24, 2025, 2:00 p.m. onwards* at the *Provincial Capitol Building, Daet, Camarines Norte*. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity, provided that an Authorization Letter shall be submitted to the BAC on or before the scheduled opening of bids. *Only one (1) representative for each Bidder may physically attend the bid opening.*

9. The *Provincial Government of Camarines Norte* 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 35.6 and 41 of RA 9184 of the revised IRR of RA 9184 without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:
ENGR. ALMIRANTE A. ABAD
Head, BAC Secretariat
Provincial Capitol Bldg., Daet, Camarines Norte
(054) 885-1474
11. You may visit the website:
Philippine Government Electronic Procurement System (PhilGEPS)


ATTY. ARCHIMEDES O. YANTO
Provincial Legal Officer / BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Provincial Government of Camarines Norte**, invites Bids for the **Waterproofing of Provincial Library Roof Deck (594 sq.m.), Provincial Capitol Compound, Daet, Camarines Norte**, with Project Identification Number **ITB-2025-060**.

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 **PGSO – Repair and Maintenance – Buildings and Other Structures AB2025** in the amount of **Seven Hundred Ninety-Five Thousand Pesos (P 795,000.00)**.

2.2. The source of funding is:

- a. 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:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

No pre-bid conference for this Project.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid for **120 Calendar Days**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause													
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Building Construction</i>												
7.1	<i>Subcontracting is not allowed.</i>												
10.3	<i>No further instructions.</i>												
10.4	<div>The key personnel must meet the required minimum years of experience set below:</div> <table><tr><th><u>Key Personnel</u></th><th><u>General Experience</u></th><th><u>Relevant Experience</u></th></tr><tr><td>Project Manager</td><td>one (1)</td><td>one (1)</td></tr><tr><td>Project Engineer</td><td>one (1)</td><td>one (1)</td></tr><tr><td>Materials Engineer</td><td>one (1)</td><td>one (1)</td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	one (1)	one (1)	Project Engineer	one (1)	one (1)	Materials Engineer	one (1)	one (1)
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>											
Project Manager	one (1)	one (1)											
Project Engineer	one (1)	one (1)											
Materials Engineer	one (1)	one (1)											
10.5	<div>The minimum major equipment requirements are the following:</div> <table><tr><th><u>Equipment</u></th><th><u>Capacity</u></th><th><u>Number of Units</u></th></tr><tr><td>1. Torch Kit</td><td></td><td>1</td></tr><tr><td>2. Long Field Torch Kit</td><td></td><td>1</td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	1. Torch Kit		1	2. Long Field Torch Kit		1			
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>											
1. Torch Kit		1											
2. Long Field Torch Kit		1											
12	<i>Not Applicable</i>												
15.1	<div>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</div> <div><div>a. The amount of not less than <u>PhP 15,900.00</u>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</div><div>b. The amount of not less than <u>PhP 39,750.00</u> if bid security is in Surety Bond.</div></div>												
19.2	<i>Not Applicable</i>												
20	<i>No further instructions.</i>												
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as Affidavit of Site Inspection, Affidavit of Availability of Key Personnel and Equipment, PERT/CPM, Construction Schedule and S- curve, Manpower Utilization Schedule, Construction Methods, Equipment Utilization Schedule, Construction Safety and Health Program approved by the DOLE, and other acceptable tools of project scheduling.												

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	<i>Not Applicable</i>
3.1	<i>upon receipt of the Notice to Proceed</i>
6	The site investigation reports are: <i>Present condition of the actual project site</i>
7.2	<i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.</i>
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 5 <i>working days</i> of delivery of the Notice of Award.
11.2	The period between Program of Work updates is thirty (30) days. The amount to be withheld for late submission of an updated Program of Work is 1% of progress billing.
13	The amount of the advance payment is <i>15% of the total contract price.</i>
14	<i>Materials and equipment delivered on the site but not completely put in place shall NOT be included for payment.</i>
15.1	The date by which "as built" drawings are required is 15-30 days upon completion date.
15.2	The amount to be withheld for failing to produce "as built" drawings by the date required is 1% of the final contract amount in Philippine pesos.

Section VI. Specifications

ITEM 1016 – WATERPROOFING

1016.1 Description

This Item shall consist of furnishing all waterproofing materials, labor, tools, equipment and other facilities in undertaking the proper installation works required in accordance with the Plans and this Specification.

1016.2 Material Requirements

1016.2.1 Cement-base Waterproofing

1016.2.1.1 Cement-base Waterproofing Powder Mix

1. Cement-base waterproofing powder mix shall be cement-base, aggregate type, heavy duty, waterproof coating for reinforced concrete surface and masonry exposed to water. The aggregates are graded and sized so as to mesh perfectly and are selected for purity, hardness, strength and are non-metallic. When mixed with other ingredients, the mix shall be a free flowing, waterproof coatings that possesses strength durability and density.
2. Additive binders shall be of special formulation of acrylic polymers and modifiers in liquid form used as additive with cement-base powder mix that improves adhesion and mechanical properties.
3. Water shall be clean, clear and potable.
4. One (1) brand or type of waterproofing material shall be used on the project.
5. Waterproofing materials shall be stored in a weather-tight enclosure to avoid moisture damage and absorption.

1016.2.1.2 Hydrolithic Waterproofing Mix

1. Hydrolithic waterproofing mix shall be of heavy cement-based coating compatible to reinforced concrete wall. It shall prevent built-up of water vapor which causes blistering, flaking and peeling of paint films.

2. Material shall thoroughly fill and seal pores and voids that it can be used against water pressure on the interior surface of walls below grade.

1016.2.2 Built-Up and Preformed Bituminous Membrane Waterproofing

Primer shall be of asphalt cold applied, free from water and other foreign matters, and shall conform to the specifications requirement defined in ASTM D41, Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.

Built-up membrane shall be made of smoothly woven fibers that are impervious to acid, heat, dampness, and rotting. It shall permit complete penetration of asphalt compound or bituminous coating in the woven glass fiber.

Built-up membrane shall conform to the requirements of ASTM C981M, Standard Guide for Bituminous Membrane Waterproofing Systems for Building decks.

Preformed membrane shall be self-sealing flexible cold applied bituminous sheets bonded to 0.15 mm thick polyethylene film.

1016.2.2.4 Mopping Materials

It shall conform to the requirements of ASTM D449M, Standard Specification for Asphalt Used in Dampproofing and Waterproofing:

1. Type I - A soft, adhesive, "self-healing" asphalt that flows easily under the mop and is suitable for use below grade under uniformly moderate temperature conditions both during the process of installation and during service.
2. Type II - A somewhat less susceptible asphalt than Type I, with good adhesive and "self-healing" properties, suitable for use above grade where it will not be exposed to temperatures exceeding 50°C.
3. Type III - An asphalt less susceptible to temperature than Type II, with good adhesive properties, and suitable for use above grade on vertical surfaces exposed to direct sunlight or temperatures above 50°C.

1016.2.3 Liquid Waterproofing

Liquid waterproofing alternate material shall be of elastomeric or other substances applied in liquid form and cured to an impervious membrane.

For long-term UV and weather resistance, a high performance synthetic rubber-based membrane type of liquid waterproofing is highly suggested to be used. For tiled finishes that is capable of accommodating expected structural movements, a waterborne flexible SBR waterproof membrane can be used. For waterproofing shower recesses, bathrooms, laundries, decks, balconies and rooftops, an elastomeric, one part, fiber reinforced, water based polyurethane membrane can be used

1016.3 Construction Requirements

Roof decks, balconies, toilet and bathrooms, gutters, parapet walls and other areas indicated-on the Plans to be waterproofed shall first be rendered with cement-based waterproofing before any type of waterproofing is applied.

1016.3.1 Surface Preparation

Concrete surface to be applied with waterproofing shall be structurally sound, clean and free of dirt, loose mortar particles, paints, films, oil, protective coats, efflorescence laitance, etc.

All defects shall be properly corrected and carefully formed to provide a smooth surface that is free of marks and properly cured prior to application works.

Inside corners where vertical and horizontal structure meet shall be provided with cants measuring 75 mm x 75 mm or rounded at corners a minimum of 75 mm radius.

1. Concrete slabs shall be properly graded to drain rainwater. Provide a minimum pitch of 1:100 to satisfactorily drain rainwater freely into the drainage lines, gutters and downspouts.
2. Drainage connections and weepholes shall be set to permit the free flow of water.

3. Any expansion and contraction joints shall be cleaned, primed, fitted with a backing rod and caulked with sealant.
4. Provide reglets of about 40 mm deep by 40 mm wide and 250 mm above floor finish along walls or parapets for the termination of the membrane.
5. Prepared surfaces shall be cured and kept wet by sprinkling with water at regular intervals for a period of at least 3 days and allow surface to actually set within 7 days.
6. Ensure that the prepared surface has completely set and all defects repaired.
7. When there is reasonable doubt as to the presence of moisture in the surface to be applied with membrane, expose the same direct to sunlight for another 2 days or heat all suspected area using blow torch.

1016.3.2 Preformed or Built-up Membrane

1016.3.2.1 Application Procedure

1. Prior to application of membrane concrete surfaces shall be sound and cured without the use of curing compound. Apply a coat of concrete neutralizer to remove oil dirt and other contaminants.
2. Apply asphalt primer at the rate of 4 L per 9 m² evenly by spraying or by paint brush.
3. Application shall be done in one direction strip and by overlapping each other to assure uniform thickness.
4. Allow primer to dry until it is ready to receive the next coat or layer as specified in the manufacturing instructional manual.
5. As soon as primer coating is workable, lay a single layer of preformed or built-up membrane smoothly free from irregularities and folds.
6. Lay preformed or built-up membrane conforming to the size and shape of the surface area to be covered.

7. Carefully lay side and end laps in order to assure an even thickness throughout the whole surface area to be covered.
8. When the whole surface area is completely covered, apply a single coat of asphalt primer at the rate of 11 L to 15 L per 9 m².
9. Meshes of treated woven glass fibers shall not be completely closed or sealed by the primer coat, but shall sufficiently open to allow successive moppings of the ply material to seep through.
10. Cover ply not more than the minimum amount of surfacing necessary to prevent sticking on ply.
11. After application, the surface shall be uniformly smooth, free from irregularities folds and knots.
12. Repeat the procedure until five (5) plies has been satisfactorily installed or as the layers required are satisfied as specified in the Plans.
13. Where weather disturbance interrupt the work and exposing the membrane to moisture, remove the layer exposed to moisture and repeat procedure until completion of the process.

1016.3.2.2 Protective Coatings

1. Where laying of the built-up or preformed membrane conforms to the number of plies required as shown on the Plans, lay a mixture of sand mastic in the proportion of one (1) part asphalt or bituminous material and four (4) parts coarse screened sand by volume using a steel trowel at an average of 3 mm thick over the surface of the membrane.
2. Then at the rate of 4 L per 9 m², apply aluminum heat reflecting finish thoroughly over the dried sand mastic coating.

1016.3.2.3 Metal Cap Flashing

1. Provide cap flashing, gauge 24 plain G.I. as shown on the Plans.
2. Where cap flashing is connected to pre-formed lock in through-wall, form upper edge of cap flashing to engage in pre-formed lock. Mallet lock down tight to provide a spring action against base flashing.

3. At the rate of 4 L per 9 m², apply aluminum heat reflecting finish thoroughly over the dried sand mastic coating.
4. Where cap flashing is terminated in raked joints or in prepared masonry or stone reglet, flashing shall be fastened with wedge every 350 mm and fill reglet on vertical surfaces, continuous with molten lead.

1016.3.3 Membrane Waterproofing Cement Topping

1. Provide concrete cement topping of at least 50 mm thick on the membrane after 5 days where protective coatings has been applied.
2. Concrete cement topping shall be class "A" with 9 mm pea gravel and preferably provided with 2-way 6 mm dia. temperature steel bars.

1016.3.4 Liquid Waterproofing as Membrane

Before any coat of liquid waterproofing is applied, concrete cement surface shall conform to the requirement defined in Subsection 1016.3.1, Surface Preparation.

1016.3.4.1 Application

1. Prior to application of membrane concrete, surfaces shall be sound and cured without the use of curing compound. Apply a coat of concrete neutralizer to removed oil, dirt and other contaminants.
2. Apply a primer coat of elastomeric coating standard of the manufacturer at the rate of 1.33 L per 9.28 m² over the surface area to be applied.
3. After the primer coat has dried penetrating and sealing the concrete surface areas, apply 25 dry mills of coating at the rate of 4 L per 100 m² for three (3) coatings on the same concrete surface areas coated with liquid waterproofing.
4. The concrete surface areas coated shall be allowed to dry in 24 h if relative humidity is above 4.44 °C.
5. Liquid waterproofing membrane shall be applied by paint brush, airless spray, notched trowel, squeegee or roller. Preferably, each coat shall have 20 to 25 mil maximum thickness.

1016.3.4.2 Precaution

1. Liquid waterproofing membrane shall not be applied unless the ambient temperature is 4.44 °C or higher and shall not proceed during inclement weather condition.
2. Extra care shall be observed by persons doing the application works especially those that have skin sensitiveness must wear gloves while applying the liquid waterproofing. The liquid water-proofing membrane compound is highly combustible.

1016.3.5 Protection of Membrane Waterproofing Surfaces in General

1. Concrete topping in situation where it is desirable to have a bond between membrane waterproofing and topped, slab it is recommended that the concrete topping be placed as the membrane dries, usually 48 h after final coat is applied.
2. If a bond is not required, the membrane shall be protected with asphalt asbestos board or asphalt felt paper until such time as topping or concrete covering is applied. Prior to topping or placing of concrete covering, the membrane shall be inspected and initiate repair work where necessary.
3. Exposed membrane surfaces at concrete gutters and areas not frequently disturbed may be allowed.
4. Membrane waterproofing at basement shall be covered and protected by installing tightly butted asphalt impregnated protection boards with a minimum thickness of 6 mm and preferably 12 mm on horizontal areas.

All projections and pipes shall be protected with asbestos cloth approximately 6 mm thick. Install the bituminous paving with extra care to avoid damage, lift or curl the underlying protection boards.

1016.4 Method of Measurement

This Item shall be measured in square meters for areas actually rendered with membrane waterproofing and number of packages for integrally waterproofed areas accepted to the satisfaction of the Engineer.

1016.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 1016.4, Method of Measurement shall be paid for at the Contract Unit Price for integral and membrane waterproofing work which price and payment shall be full compensation for furnishing and applying integral and membrane waterproofing materials including the use of equipment and tools, labor and incidentals necessary to complete the work.

Payment shall be made under:

Pay Item Number	Description	Unit of Measurement
1016 (1)a	Waterproofing, Cement-base	Square Meter
1016 (1)b	Waterproofing, Liquid	Square Meter
1016 (2)	Built-up and Preformed Membrane	Square Meter

Section VII. Drawings

(SEE ATTACHED PLAN)

**DRAWINGS AVAILABLE AT THE BAC
OFFICE**

Section VIII. Bill of Quantities

BILL OF QUANTITIES

WATERPROOFING OF PROVINCIAL LIBRARY ROOF DECK (594 sq.m.)

Provincial Capitol Compound, Daet, Camarines Norte

Item No.	Scope of Work	Unit	Quantity	Unit Price	TOTAL
I	WATERPROOFING	LS	1.00		
SPL I	HEALTH AND SAFETY	LOT	1.00		
SPL II	PROJECT BILLBOARD	LOT	1.00		
TOTAL					

Amount in words:

Signature over Printed Name

Date:

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);

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (d) Special PCAB License in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and**
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**
Original copy of Notarized Bid Securing Declaration; **and**
- (f) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ c. 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;
 - ☐ d. Key Personnel’s Certificate of Employment (notarized)
 - ☐ e. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
 - ☐ (g) Original duly signed Omnibus Sworn Statement (OSS);

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

Financial Documents

- ☐ (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- ☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (m) Cash Flow by Quarter.

BID FORM

Date : _____

Project Identification No. : _____

To: HON. RICARTE R. PADILLA
Governor
PLGU- Camarines Norte

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert project name]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: **NONE**;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: (i) *value added tax (VAT)*, (ii) *income tax*, (iii) *local taxes*, and (iv) *other fiscal levies and duties*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of **30%** percent of the Contract Price for the due performance of the Contract, or a **Performance Securing Declaration** in lieu of the allowable forms of Performance

Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[insert project name]* of the **Provincial Government of Camarines Norte**.
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

To: ***HON. RICARTE R. PADILLA***
Governor
PLGU- Camarines Norte

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Contract Agreement Form

[insert project name]

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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 *[contract price in words and figures in specified currency]* 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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;

- a. Performance Security;
 - b. Notice of Award of Contract and the Bidder's conforme thereto; and
 - c. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

OMNIBUS SWORN STATEMENT

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

1. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another**

blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

3. 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;
4. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

5. *[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;

6. [Name of Bidder] complies with existing labor laws and standards; and
7. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - a. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the

Project].

8. *[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.
9. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____)

S.S.

AFFIDAVIT OF SITE INSPECTION

I, (Representative of the Bidder), of legal age, (civil status), Filipino and residing at (Address of the Representative), under oath, hereby depose and say:

1. That I am the (Position in the Bidder) of the (Name of the Bidder), with office at (Address of the Bidder);
2. That I have inspected the site for (Name of the Contract), located at (location of the Contract);
3. That I am making this statement as part of the requirement for the Technical Proposal of the (Name of the Bidder) for (Name of the Contract).

IN FAITH WHEREOF, I hereby affix my signature this ____ day of ____, 20__ at _____, Philippines.

AFFIANT

Witness:

SUBSCRIBED AND SWORN TO before me this _____, day of _____ 20__, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

(Notary Public)

Until _____
PTR No. _____
Date _____
Place _____
TIN _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____
Bids and Awards Committee

Provincial Government of Camarines Norte

Provincial Capitol Building
Daet, Camarines Norte

AFFIDAVIT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT

I, _____ of legal age, Filipino, married/single/widow, and, a resident of _____, owner/proprietor of _____ after having been duly sworn to in accordance with law, depose and declare;

1. That I/we have engage and contracted the service of Engr. _____ (herein called the Resident/Project Engineer), a Registered Civil Engineer with Professional License No. _____ issued on _____ and who has paid his Professional Tax for the Current Year _____;
2. That the said Engineer shall be appointed and designated as our Resident/Project Engineer to personally manage and supervise the construction.
3. That the said Engineer shall employ the best care, skill and ability in supervising the project in accordance with the Contract Agreement, contract plan, and other provisions embodied in the proposed contract;
4. That the said Engineer shall be personally present at the jobsite to supervise all the phase of the construction work at all time;
5. That all other key personnel are available for the project;
6. That equipment needed for the project, are likewise available;
7. That any willful violation on my/our part of the herein condition may prejudice my/our standing as a reliable contractor in future biddings in your office.

IN WITNESS WHEREOF, I have here unto set my hands this _____ day of _____, 20____ at _____, Philippines.

Affiant's Printed Name and Signature

WITNESSES:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibiting to me his/her Resident Certificate No.: _____ issued _____ at _____.

Notary Public

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

Bids and Awards Committee
Provincial Government of Camarines Norte
Provincial Capitol Building
Daet, Camarines Norte

KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT

Date

Dear Sir / Madame:

I am (Name of Nominee) a Licensed Engineer with Professional License No. _____ issued on (date of issuance) at (place of issuance) .

I hereby certify that (Name of Bidder) has engaged my services as (Designation) for (Name of the Contract) , if awarded to it.

As (Designation) , I supervised the following completed projects similar to the contract under bidding:

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following projects:

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the (Name of the Procuring Entity) at least twenty one (21) days before the effective date of my separation.

As (Designation) , I know I will have to stay in the job site all the time to supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at

a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of (Designation) therefore, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as (Designation) in any future (Name of the Procuring Entity) bidding or employment with any Contractor doing business with the (Name of the Procuring Entity).

(Signature of Engineer)

WITNESSES:

DRY SEAL

Republic of the Philippines)
_____) S.S.

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 20__ affiant exhibiting to me his Residence Certificate No. _____ issued on _____ at _____.

NOTARY PUBLIC

PTR No.: _____
Issued at: _____
Issued on: _____
Until 31 December 20____

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



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
OFFICE OF THE SECRETARY
Manila

OPW 12-2016
10-10-2016

07 OCT 2016

DEPARTMENT ORDER

197

NO.

Series of 2016

SUBJECT: Revised Guidelines in the
Preparation of Approved Budget for
the Contract (ABC)

The following policies, rules and procedures relative to the preparation of the "Approved Budget for the Contract" (ABC) previously prescribed under Department Order No. 22, Series of 2015, are hereby revised/reiterated.

The ABC shall be prepared on the basis of the design plans for the project which has been duly approved by authorized officials in accordance with existing regulations.

All items of work to be used in preparing the ABC shall conform to the Standard Specifications for Highways, Bridges and Airports, revised 2013, Standard Specifications for Public Works Structures, 1995, and approved Special Specifications for the project.

The ABC shall be composed of the Direct Cost and the Indirect Cost.

A. The Direct Cost shall consist of the following:

A.1 Cost of materials to be used in doing the work item called for, which shall include, inter alia, the following:

A.1.1 Cost at source, including processing, crushing, stockpiling, loading, royalties, local taxes, construction and/or maintenance of haul roads, etc.

A.1.2 Expenses for hauling to project site.

A.1.3 Handling expenses.

A.1.4 Storage expenses.

A.1.5 Allowance for waste and/or losses, not to exceed 5% of materials requirement.

A.2 Cost of Labor:

A.2.1 Salaries and wages, as authorized by the Department of Labor and Employment.

A.2.2 Fringe benefits, such as vacation and sick leaves, benefits under the Workmen's Compensation Act, GSIS and/or SSS contributions, allowances, 13th month pay, bonuses, etc.

A.3 Equipment Expenses:

A.3.1 Rental rates of equipment shall be based on the prevailing "Association of Carriers and Equipment Lessors, (ACEL) Inc." approved for use by the DPWH (Presently it is the 2014 ACEL Rates). Rental rates of equipment not indicated in the ACEL booklet shall be taken from the rental rates prepared by the Bureau of Equipment. For simplicity in computation, the operated rental rates are preferred over the bare rental rates as the former includes operator's wages, fringe benefits, fuel, oil, lubricants and equipment maintenance. The make, model and capacity of the equipment should be indicated in the detailed unit cost analysis.

A.3.2 Mobilization and demobilization shall be treated as a separate pay item. It shall be computed based on the equipment requirements of the project stipulated in the proposal and contract booklet. Mobilization and demobilization shall not exceed 1% of the Estimated Direct Cost (EDC) of the civil works items. However, in special cases wherein requirements for mobilization/demobilization exceed 1%, an approval to utilize the actual computed mobilization/demobilization cost shall be secured from the concerned Undersecretary for Operations.

A.4 Cost for Permits, Clearances and other Government Taxes (I.e. MMDA Permit, LGU Permits, Bureau of Fire Protection Clearance, etc.) shall be included in the cost under Part B – Other General Requirements of the Program of Works (POW) and Estimate/ABC.

B. The Indirect Cost shall consist of the following:

B.1 Overhead Expenses – ranges from 7 – 11% of the EDC, which includes the following:

B.1.1 Engineering and Administrative Supervision.

B.1.2 Transportation allowances.

B.1.3 Office Expenses, e.g., for office equipment and supplies, power and water consumption, communication and maintenance.

B.1.4 Premium on Contractor's All Risk Insurance (CARI).

B.1.5 Financing Cost.

B.1.5.1 Premium on Bid Security

B.1.5.2 Premium on Performance Security

B.1.5.3 Premium on Surety for Advance Payment

B.1.5.4 Premium on Warranty Bond (one year)

B.2 Contingencies – ranges from 0.5 - 3% of the EDC. These include expenses for meetings, coordination with other stakeholders, billboards (excluding Project Billboard which is a pay item under the General Requirements), stages during ground breaking & inauguration ceremonies, and other unforeseen events.

B.3 Miscellaneous Expenses – ranges from 0.5 - 1% of the EDC. These include laboratory tests for quality control and plan preparation.

B.4 Contractor's Profit Margin – shall be 8% of the EDC for projects above P5Million and 10% for projects P5Million and below.

B.5 VAT Component – shall be 5% of the sum of the EDC, OCM and Profit.

B.6 The following items shall not be subjected to OCM and Profit mark-up:

B.6.1 Mobilization and demobilization

B.6.2 Provision of Service Vehicle

B.6.3 Permits and Clearances

B.7 The following non-civil works items shall not be subjected to OCM mark-up:

B.7.1 Field/Laboratory Office & Living Quarters (Rental Basis)

B.7.2 Furnishing of Furniture, Laboratory Equipment, Survey Equipment and Consumables

B.7.3 Assistance to the Engineers

B.7.4 Photographs

B.7.5 Health and Safety

B.7.6 Traffic Management

B.7.7 Environmental Compliance

B.7.8 Communication Equipment, etc.

NOTE: For the percentage to be used for Nos. B.1, B.2 and B.3, see OCM (Overhead, Contingencies and Miscellaneous) column in the tabulation below.

ESTIMATED DIRECT COST (EDC)	INDIRECT COST % FOR OCM AND PROFIT		TOTAL INDIRECT COST % FOR OCM AND PROFIT
	OCM (% OF EDC)	PROFIT (% OF EDC)	
Up to P5Million	15	10	25
Above P5M up to P50M	12	8	20
Above P50M up to P150M	10	8	18
Above P150M	8	8	16

C. The prescribed format for the calculation of the ABC is shown in Attachment "A".

C.1 Instructions for filling-up the format:

- C.1.1 Columns (1) to (4) are self-explanatory.
 - C.1.2 Column (5) is the EDC of the work item as calculated and reflected in the cost analysis prepared by the Estimator.
 - C.1.3 Columns (6) and (7) are the mark-ups in percent for OCM and profit.
 - C.1.4 Column (8) is the total mark-up, which is the sum of the percentages under columns (6) and (7).
 - C.1.5 Column (9) is the Peso value of the total mark-up. It is determined by multiplying the total mark-up on percent in column (8) with the EDC (column 5).
 - C.1.6 Column (10) is the VAT component which is 5% of the sum of columns (5) and (9).
 - C.1.7 Column (11) is the total estimated Indirect Cost which is the sum of columns (9) and (10).
 - C.1.8 Column (12) is the total estimated Total Cost or the sum of columns (5) and (11).
 - C.1.9 Column (13) is the unit cost for each item of works, determined by dividing the estimated Total Cost in column (12) by its total quantity in column (3).
- C.2 Procedures in preparing, processing and corresponding signatories specified under Department Order No. 163, Series of 2015 in the preparation of Program of Work (POW) and Approved Budget for the Contract (ABC) shall be observed.

Since the ABC is to be compared with the Contractor's bid and is the ceiling for acceptable bid prices in accordance with the provision of R.A. 9184, the ABC should be based on the approved Bidding Documents for the contract which contain the same work items and quantities as those to be used by the contractors in preparing their bid.

DPWH estimators shall continuously update their information/statistics on market prices of all construction inputs submitted for incorporation in the quarterly Construction Materials Price Database (CMPD). All assumptions in generating the estimate should be shown in the cost analysis.

In all cases, estimates for special items of work (SPL) should be accompanied with plans and specifications, methods of construction, measurements and payments duly approved by the Bureau of Research and Standards (BRS).

This Order shall take effect immediately and shall supersede Department Order No. 22, Series of 2015.


MARK A. VILLAR
Acting Secretary

6.1 WRQ/RCA

Department of Public Works and Highways
Office of the Secretary







PROVINCIAL CAPITOL OF CAMARINES NORTE
Daet, Camarines Norte
Region V- Bicol



W A T E R P R O O F I N G S Y S T E M

Waterproofing of Provincial Library Roofdeck
(594sq.m)

Provincial Capitol Compound
Daet, Camarines Norte

30m

17.8m

19.8m

3.6m

3.6m

3.6m

28m



Waterproofing of Provincial
Library Roofdeck (594sq.m)
Provincial Capitol Compound, Daet,
Camarines Norte

Prepared By:

MIKKO M. P. QUIJA
Engineering Aide

Checked & Reviewed By:

ENGR. ADOLFO B. NEGADO
Assistant PGSO

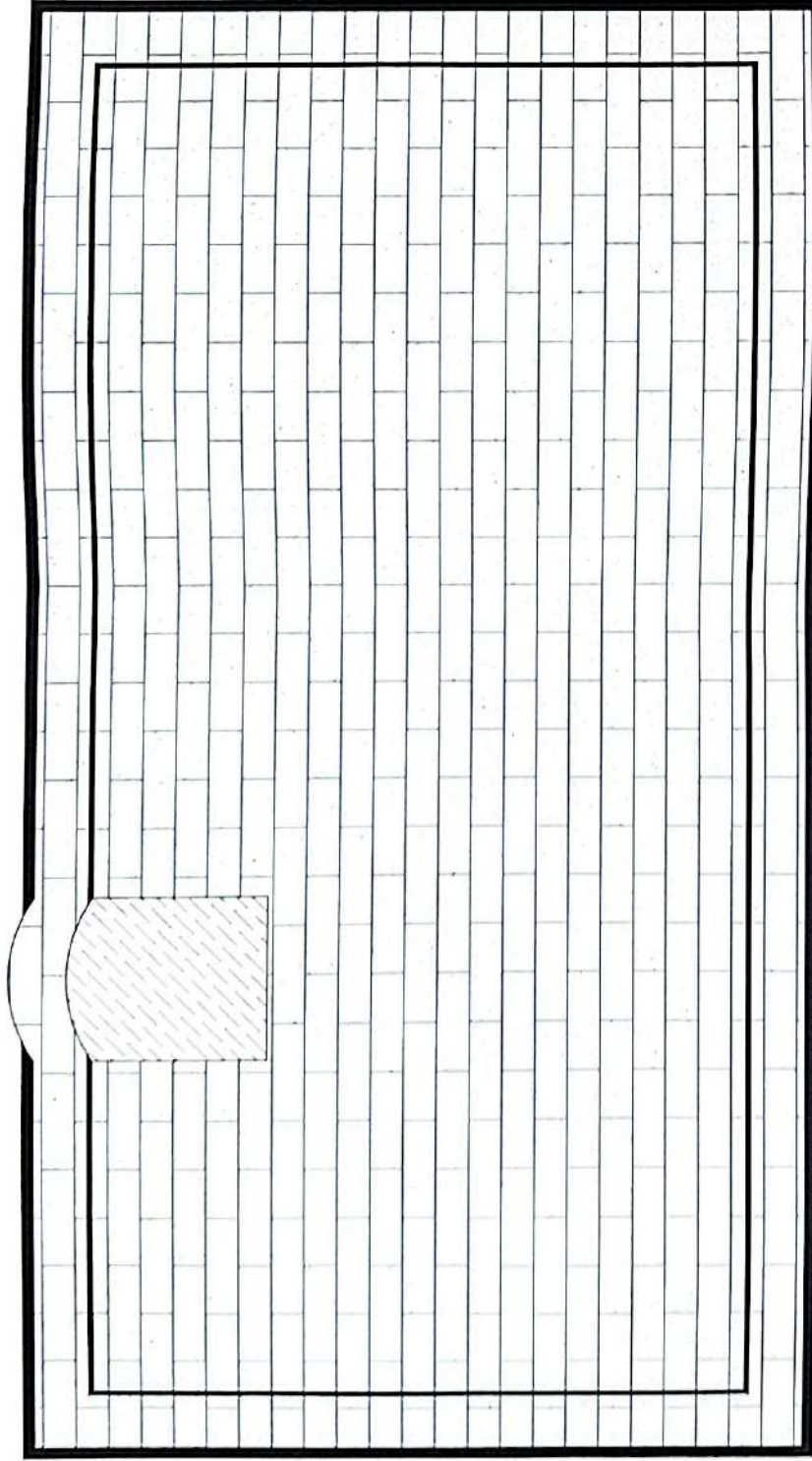
Recommending Approval:

ENGR. EDEN F. BORJA, DPM
Provincial General Services Officer

Approved By:

RICHARDE R. PADILLA
Governor

Prov'l Library Bldg.(Roof Deck) 594 SQ.M Including overlapping on Walls



NOTE
ALL JOINTS BETWEEN SHEETS OF
BITUMIN MEMBRANE SHOULD BE OVERLAPPED BY
300MM TO PREVENT STRESSING OF THE BITUMIN
MEMBRANE WHEN TORCH IS APPLIED AND IN CASE OF
MOVEMENT.

BITUMIN MEMBRANE LAYER SHEET

BITUMIN MEMBRANE LAYER SHEET



CONCRETE SLAB



CONCRETE

BITUMIN MEMBRANE LAYER SHEET



Waterproofing of Provincial
Library Roofdeck (594sq.m)
Provincial Capitol Compound, Daet,
Camarines Norte

Prepared By:

MIKKO MARK P. QUILA
Engineering Aide

Checked & Reviewed By:

ENGR. ADOLFO B. NEGADO
Assistant PGSO

Recommending Approval

ENGR. EDEN F. BORJA, DPM
Provincial General Services Officer

Approved By:

RICARDO R. PADILLA
Governor