

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF BUKIDNON AIRPORT DEVELOPMENT PROJECT- PHASE II (SITE WORK PREPARATION OF THE LANDSIDE AREA)

Government of the Republic of the Philippines

Bid No. 21-007-03 CHARLIE

**Sixth Edition
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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



Invitation to Bid for

BUKIDNON AIRPORT DEVELOPMENT PROJECT-PHASE II (Site Work Preparation of the Landside Area) Bid No. 21-007-03 CHALIE

1. The Civil Aviation Authority of the Philippines through the GAA 2018 (B-4) DOTr Downloaded Projects intends to apply the sum of **NINETY-EIGHT MILLION FOUR HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-EIGHT PESOS 60/100 (PHP 98,447,278.60)** being the Approved Budget for the Contract (ABC) to payments under the contract for **BUKIDNON AIRPORT DEVELOPMENT PROJECT-PHASE II (Site Work Preparation of the Landside Area) (Bid No. 21-007-03 CHARLIE)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Aviation Authority of the Philippines now invites bids for the above Procurement Project.

Prospective Bidders should possess the following:

Technical Personnel	One (1) Project (Civil) Engineer One (1) Materials Engineer One (1) Geodetic Engineer One (1) Construction Foreman One (1) Safety and Health Officer
Equipment	Two (2) Units Dump Truck, 12 cu.yd) One (1) Unit Payloader, 1.50 cu.m. One (1) Unit Bulldozer, D6H Series II PSDS/DD One (1) Unit Backhoe, 0.80 cu.m. One (1) Unit Motorized Grader, 140 hp, G710A One (1) Unit Vibratory Roller, 10mt, SD100DC One (1) Unit Water Truck/Pump, 16000L
PCAB License	Medium A - License Category B <i>(Road, Highway pavement, Railways, Airport, horizontal structures and Bridges)</i>

Completion of the Works is required **Four Hundred Twenty (420) Calendar Days (inclusive of thirty-seven (37) rainy/unworkable Days)**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

4. Interested bidders may obtain further information from BAC Office, CAAP Compound, MIA Road corner Ninoy Aquino Avenue, 1300 Pasay City, Metro Manila on **March 31, 2021 until deadline of submission of bid** and inspect the Bidding Documents at the address given below from 08:00 AM to 05:00 PM from MONDAY to FRIDAY.
5. A complete set of Bidding Documents may be acquired by interested bidders on **March 31, 2021 until deadline of submission of bid** 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 **Php 56,000.00 (inclusive of 12% VAT)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the official receipt in person.
6. The Civil Aviation Authority of the Philippines will hold a Pre-Bid Conference¹ on **April 07, 2021 @ 2:00PM** at CAAP Conference Room, CAAP Compound, MIA Road Ninoy Aquino Avenue, 1300 Pasay City, Metro and/or through videoconferencing/webcasting via Jitsi/Zoom/Google Meet, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **April 21, 2021 @ 2:00PM** at BAC Office, CAAP Compound, MIA Road corner Ninoy Aquino Avenue, 1300 Pasay City, Metro Manila. 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 **April 21, 2021 @ 2:00PM** at the given address below and/or through Jitsi/Zoom/Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Civil Aviation Authority of the Philippines 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.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

11. For further information, please refer to:

MS. MARIA EDDA M. LAMARCA
Head, BAC-Charlie Secretariat
Civil Aviation Authority of the Philippines
MIA Road corner Ninoy Aquino Avenue
1300 Pasay City, Metro Manila
Telephone number – (02) 944-2358
www.caap.gov.ph

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

March 30, 2021

CAPTAIN DONALDO A. MENDOZA
Chairperson, BAC – Charlie

Section II. Instructions to Bidders

1. **Scope of Bid**

The Procuring Entity, Civil Aviation Authority of the Philippines invites Bids for the **BUKIDNON AIRPORT DEVELOPMENT PROJECT-PHASE II (Site Work Preparation of the Landside Area)**, with Project Identification Number: **Bid No. 21-007-03 CHARLIE**.

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 GAA 2018 (B-4) DOTr Downloaded Projects in the amount of **NINETY-EIGHT MILLION FOUR HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-SIX PESOS 60/100 (PHP 98,447,278.60)**.

2.2. The source of funding is:

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

3. **Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. **Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.1. *[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 criteria 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 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 X. 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 X. 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 until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
3.0	<p>Certificate of Site Inspection (<i>Annex “B” Form 1</i>) shall be issued by the DOTr PMO Bukidnon or the Local Government Unit of the Municipality of Don Carlos, Bukidnon. Any of the following shall issue the Certificate of Site Inspection:</p> <p style="text-align: center;">Engr. Crisogono Llido, Jr. – DOTr PMO (0995-791-8457) Engr. Liza Dianne Rangan – DOTr PMO (0977-842-5629) Jufrey E. Lacorte – Municipal Engineer (0917-795-7321)</p> <p>This shall include all of the following documents as attachment to the Certificate of Site Inspection and shall form part of the bidder’s technical documents:</p> <ul style="list-style-type: none"> a) Copy of company ID of the person who conducted the site inspection; and b) Copy of the Municipal Engineer Office logbook or DOTr PMO Bukidnon Logbook; and c) Picture of the proposed site including the personnel who conducted the site inspection together with the Municipal Engineer or his authorized representative or DOTr PMO Bukidnon Representative. <p>Bids not complying with the above instruction shall be disqualified.</p>
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>“Earthworks or Base Course/ Sub-base Course/Embankment Works”</p>
7.1	<p>Subcontracting is not allowed.</p>
10.1	<p>Bidder shall submit all eligibility and technical documents as specified in Section X. Checklist of Technical and Financial Documents:</p> <p>Class “A” Documents <u>Legal Documents</u></p> <ul style="list-style-type: none"> a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or b. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and c. Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and d. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved

by the Bureau of Internal Revenue (BIR); and

In connection to GPPB Circular 07-2017 dated 31 July 2017, the bidder shall have the following options:

1. *Submit the Certificate of PhilGEPS Registration and Platinum Membership including its Annex "A" in lieu of the uploaded Class "A" Eligibility Documents identified in Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act 9184 (Revised IRR of RA 9184), provided that all Class "A" Eligibility Documents listed under the aforesaid Annex "A" are all uploaded and maintained current and updated in the PhilGEPS Registry.*
2. *Submit a combination of the PhilGEPS Registration and Platinum Membership including its Annex "A" and Class "A" Eligibility Documents identified in Section 8.5.2 of the Revised IRR of RA 9184.*
 - *In the event that aforesaid Class "A" Eligibility Document(s) listed in the Annex "A" of the PhilGEPS Registration and Platinum Membership is/are reflected to be outdated, the bidder shall submit such current and updated Class "A" Eligibility Document(s).*
3. *Submit all the Class "A" Eligibility Documents only, provided that the PhilGEPS Registration and Platinum Membership shall be submitted as a Post-Qualification requirement in accordance with Section 34.2 of the Revised IRR of RA 9184.*

Technical Documents

- e. 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. (*Annex "A" Form 1*); and
- f. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules. (*Annex "A" Form 2*); and
- g. Philippine Contractors Accreditation Board (PCAB) License; or Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid; and Joint Resolution (*Annex "A" Form 3*); and
- h. 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 (*Annex "B" Form 2*); and
- i. Project Requirements, which shall include the following:

1. Organizational chart for the contract to be bid (*Annex "B" Form 3*); and
2. 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 (*Annex "B" Form 4, 5a, 5b & 5c*); and
3. 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 (*Annex "B" Form 6*); and

- j. Original duly signed Omnibus Sworn Statement (OSS) (*Annex "B" Form 7*); 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; and

This shall include all of the following documents as attachment to the Omnibus Sworn Statement:

1. Certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements as prescribe under the 2016 Revised Implementing Rules and Regulation (R-IRR) of RA No. 9184; and
2. Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pending cases of the prospective bidders against this Authority; and
3. Bid Bulletins (if applicable); and

- k. **Certificate of Site Inspection** (*Annex "B" Form 1*) shall be issued by the DOTr PMO Bukidnon or the Local Government Unit of the Municipality of Don Carlos, Bukidnon. Any of the following shall issue the Certificate of Site Inspection:

Engr. Crisogono Llido, Jr. – DOTr PMO (0995-791-8457)
 Engr. Liza Dianne Rangan – DOTr PMO (0977-842-5629)
 Jufrey E. Lacorte – Municipal Engineer (0917-795-7321)

This shall include all of the following documents as attachment to the Certificate of Site Inspection and shall form part of the bidder's technical documents:

1. Copy of company ID of the person who conducted the site inspection; and

	<p>2. Copy of the Municipal Engineer Office logbook or DOTr PMO Bukidnon Logbook; and</p> <p>3. Picture of the proposed site including the personnel who conducted the site inspection together with the Municipal Engineer or his authorized representative or DOTr PMO Bukidnon Representative.</p> <p><u>Financial Documents</u></p> <p>l. The prospective bidder’s audited financial statements, showing, among others, the prospective bidder’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and</p> <p>m. The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).</p> <p>Class “B” Documents</p> <p>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.</p> <p>Bids not complying with the above instruction shall be disqualified.</p>						
10.3	<p>Valid PCAB License or Special PCAB License in case of Joint Ventures, and Registration (<i>Medium A Category B for horizontal works - Road, Highway pavement, Railways, Airport, horizontal structures and Bridges</i>) for the type and cost of the contract to be bid.</p> <p>Bids not complying with the above instruction shall be disqualified.</p>						
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="0" data-bbox="368 1507 1418 1771"> <thead> <tr> <th data-bbox="368 1507 718 1541"><u>Key Personnel</u></th> <th data-bbox="718 1507 1005 1541"><u>General Experience</u></th> <th data-bbox="1005 1507 1418 1541"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1541 718 1771">Project (Civil) Engineer Materials Engineer Geodetic Engineer Construction Foreman Safety and Health Officer</td> <td data-bbox="718 1541 1005 1771">Five (5) years in General Engineering</td> <td data-bbox="1005 1541 1418 1771">Three (3) years in Earthworks or Base Course/ Sub-base Course/Embankment Works</td> </tr> </tbody> </table> <p>Bids not complying with the above instruction shall be disqualified.</p>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project (Civil) Engineer Materials Engineer Geodetic Engineer Construction Foreman Safety and Health Officer	Five (5) years in General Engineering	Three (3) years in Earthworks or Base Course/ Sub-base Course/Embankment Works
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Project (Civil) Engineer Materials Engineer Geodetic Engineer Construction Foreman Safety and Health Officer	Five (5) years in General Engineering	Three (3) years in Earthworks or Base Course/ Sub-base Course/Embankment Works					

10.5	<p>The minimum major equipment requirements are the following:</p> <table border="0" data-bbox="395 257 1289 555"> <thead> <tr> <th><u>Equipment</u></th> <th><u>Capacity</u></th> <th><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Dump Truck</td> <td>12 cu.yd</td> <td>Two (2) Units</td> </tr> <tr> <td>Payloader</td> <td>1.50 cu.m.</td> <td>One (1) Unit</td> </tr> <tr> <td>Bulldozer</td> <td>D6H Series II PSDS/DD</td> <td>One (1) Unit</td> </tr> <tr> <td>Backhoe</td> <td>0.80 cu.m.</td> <td>One (1) Unit</td> </tr> <tr> <td>Motorized</td> <td>140 hp, G710A</td> <td>One (1) Unit</td> </tr> <tr> <td>Vibratory Roller</td> <td>10mt, SD100DC</td> <td>One (1) Unit</td> </tr> <tr> <td>Water Truck/Pump</td> <td>16000L</td> <td>One (1) Unit</td> </tr> </tbody> </table> <p>Bids not complying with the above instruction shall be disqualified.</p>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Dump Truck	12 cu.yd	Two (2) Units	Payloader	1.50 cu.m.	One (1) Unit	Bulldozer	D6H Series II PSDS/DD	One (1) Unit	Backhoe	0.80 cu.m.	One (1) Unit	Motorized	140 hp, G710A	One (1) Unit	Vibratory Roller	10mt, SD100DC	One (1) Unit	Water Truck/Pump	16000L	One (1) Unit
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11.1.	<p>The discounts stated in the Financial Bid Form shall be computer written with the same font style and size as of the whole text of the said Form.</p> <p>Discounts that are either handwritten, type written or computer written in other font style and size shall not be considered.</p> <p>The second bid envelope shall contain the financial documents for the Bid as specified in Section X. Checklist of Technical and Financial Documents.</p> <p>This shall include the complete accomplishment of all of the following documents as stated and required under Section VIII of this PBD and shall form part of the bidder’s financial documents:</p> <ul style="list-style-type: none"> a) Original of duly signed and accomplished Financial Bid Form; and b) Bill of Quantities (<i>Annex “C” Form 1</i>); and c) Detailed Breakdown of Component of Each Item (<i>Annex “C” Form 2</i>); and d) Detailed Unit Price Analysis (<i>Annex “C” Form 3</i>); and e) Summary Sheet indicating the Unit Prices of Construction Materials, Labor Rates, and Equipment Rentals used in coming up with the Bid (<i>Annex “C” Form 4, 5 & 6</i>); and f) Cash Flow by Quarter and Payment Schedule (<i>Annex “C” Form 7</i>) <p>Bids not complying with the above instruction shall be disqualified.</p>																								
11.2	Bid exceeding the ABC of the project shall be disqualified.																								
12	No further instructions.																								
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond. 																								

16	<p>1. Each and every page thereof shall be initialed/signed by the duly authorized representative/s of the Bidder.</p> <p>Submitted Eligibility, Technical and Financial documents shall be properly marked with index tabs (ear tab) and must be sequentially paginated in accurate order in the form i.e. “page 3 of 100”. Page number of last page of the document (per envelope basis).</p> <p>Pagination should be sequential based on the entire span of the whole documents inside the envelope.</p> <p>Bids not complying with the above instructions shall be automatically disqualified.</p> <p>2. Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.</p>
19.2	<p>Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20	<p>The Bidder with the Lowest Calculated Bid (LCB) that complies with and is responsive to all the requirements and conditions shall submit its</p> <ul style="list-style-type: none"> a) Latest income and business tax returns filed through the Electronic Filing and Payment System (EFPS); b) Business licenses and permits required by law (Registration Certificate, Mayor’s Permit, Tax Clearance & PCAB License); c) Latest Audited Financial Statements; and d) Key personnel licenses <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the IRR of RA 9184.</p>
21	<p>The following relevant project documents are required to be submitted by the successful bidder who submitted the LCRB as part of the Contract Agreement during its signing:</p> <ul style="list-style-type: none"> a) Construction schedule b) Bar Chart & S-curve c) PERT/CPM Network Diagram d) Manpower schedule e) Construction methods f) Equipment utilization schedule <p>Construction safety & health programs approved by the Department of Labor & Employment (BUKIDNON AIRPORT DEVELOPMENT PROJECT-PHASE II (Site Work Preparation of the Landside Area))</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Not applicable.
3.1	The CIVIL AVIATION AUTHORITY OF THE PHILIPPINES shall give possession of all parts of the Site to the Contractor upon receipt of the Notice to Proceed.
6	None.
7.2	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.
10	No dayworks are applicable to the contract.
11.1	Not applicable
11.2	Not applicable
13	The amount of the advance payment shall not exceed 15% of the total contract price. However, as per Department of Transportation (DOTr) Policy, Procuring Entity will not give advance payment to contractors.
14	No further instructions.
15.1	The date by which operating and maintenance manuals are required is upon completion of the project The date by which “as built” drawings are required is upon completion of the project. PDF/AutoCAD File of the “as built” plans shall include as attachment to the required hard copy of the same upon completion of the project.
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 two percent (2.00%) of the Contract price.

Section VI. Specifications and Scope of Work



Name of Project	:	BUKIDNON AIRPORT DEVELOPMENT PROJECT-PHASE II (Site Work Preparation of the Landside Area)
Location	:	Brgy. Maray-Maray, Don Carlos, Bukidnon
Duration	:	Four Hundred Twenty (420) Calendar Days (inclusive of thirty-seven (37) rainy/unworkable Days)
Source of Funds	:	GAA 2018 (B-4) DOTr Downloaded Projects

SCOPE OF WORK

The project covers the supply of labor, materials and equipment necessary for the **BUKIDNON AIRPORT DEVELOPMENT PROJECT-PHASE II**. The details of work are best enumerated below, however, it is understood that the contract includes all works and services though not specifically mentioned herein, but are needed to fully complete the project shall be undertaken by the Contractor.

The following scopes of work shall be done in accordance with the approved plans, specifications and provisions of contract.

SPL-1 MOBILIZATION / DEMOBILIZATION

This work includes mobilization and demobilization of the contractor's personnel and equipment necessary for performing the work required under the contract.

- a. Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and establishment of offices, and other necessary facilities for the contractor's operations at the site.
- b. Demobilization shall include the disassembly of offices and other facilities on the site, as well as the removal and hauling of debris and rubbish materials.

ITEM – 100 CLEARING AND GRUBBING

This item covers the clearing and grubbing (stripping works of 0.15m depth) as shown on the approved plans and in accordance with specifications and in conformity with the lines, grades and dimensions. Place of disposal of excavated materials shall be directed by the CAAP Project-in-Charge. Whereas, any miscellaneous cost shall be the full responsibility of the Contractor. This item covers from STA 0+290.50 (end of Phase I) to STA 0+340.00 with span of 470 meters.

ITEM – 102 EXCAVATION AND DISPOSAL

This item covers the excavation and disposal as shown on the approved plans and in accordance with specifications and in conformity with the lines, grades and dimensions. Place of disposal of excavated materials shall be directed by the CAAP Project-in-Charge. Whereas, any miscellaneous cost shall be the full responsibility of the Contractor. This item covers from STA 0+290.50 (end of Phase I) to STA 0+340.00 with span of 470 meters.

ITEM – 104 EMBANKMENT

This item covers embankment/backfilling as shown on the approved plans and in accordance with specifications and in conformity with the lines, grades and dimensions. The embankment shall be composed of common borrow (suitable) materials to be delivered on site. This item covers from STA 0+290.50 (end of Phase I) to STA 0+340.00 with span of 470 meters.

The Contractor shall be responsible for the maintenance of the testing laboratory during the duration of the Contract. He shall keep the utilities and equipment continuously functioning at all times of the day; the laboratory properly cleaned daily.

Unless otherwise provided, the Contractor shall carry out tests required under the various Sections of the Specifications in the presence and under the supervision of the Engineer.

The provisions of testing equipment, apparatus, tools, gauges, instruments, etc. and labors shall be made in consultation of the Construction Schedule and on the basis that all specified tests can be completed within the normal working hours.

Unless otherwise expressly stated, all tests and the works in connection there with shall be considered as incidental to the Permanent Works which require such tests and all cost thereof shall be deemed to be included in covered by the Scheduled Rates of Pay Items.

Samples, Tests, Cited Specifications, Pre-Testing Certificate

When requested, the Contractor shall furnish a complete written statement of the origin, composition and/or manufacture of any or all materials (manufactured, produced or grown) that are to be used in the work.

Unless otherwise provide, sampling and testing of materials shall be made by the Contractor, under the direct supervision of the Engineer.

The Approval of preliminary samples shall not be considered as a guarantee of acceptance of all materials from the same source, nor the quality or quantity of such material, and it is understood, that all materials delivered on the work which do not meet the requirement of these Specifications shall be rejected by the Engineer. No materials shall be used in work until sampled, tested and found satisfactory by the Engineer. The Contractor shall not be allowed any compensation for any delays or damages sustained pending the completion of testing and approval. Any material which has been sampled and passed as satisfactory may be resampled and re-tested at any time before use at the discretion of the Engineer.

When test of materials such as cement, concrete, asphalt, steel, timber, etc. cannot be done in the field laboratory due to lack of equipment, but are necessary, or required by the Engineer, such tests shall afford such facilities as the Engineer may require for collecting and forwarding samples to an approved Laboratory. The materials represented by the samples shall not be allowed to be incorporated into the work until tests have been made, and the materials found to meet the requirements of the Specifications. The Contractor in all cases shall furnish the required samples without charge.

All Scopes of Work for the project must be in accordance with the approved Plans and Specifications. Quality and types of materials must be approved by the CAAP Project-in-Charge.

GENERAL PROVISIONS

Provisions for staff house, service vehicles, laptops, printers, cameras, plotters, furniture and other materials, devices and equipment under Special Item or Temporary Facilities shall not include OCM & CP.

The contractor shall be responsible in providing safety perimeter fence or security fences, personal protective equipment (PPE) for staffs and workers on site while construction is ongoing. Safety reports should be prepared regularly.

The contractor shall be responsible for all laboratory, material testing, building and safety permits and survey instruments necessary in the project implementation. These expenses shall be incorporated in the contractor's overhead cost and shall not be considered as pay item.

SPECIFICATIONS

ITEM 100 – CLEARING AND GRUBBING

100.1 Description

This item shall consist of clearing, grubbing, removing and disposing all vegetation and debris as designated in the Contract, except those objects that are designated to remain in place or are to be removed in consonance with other provisions of this Specification. The work shall also include the preservation from injury or defacement of all objects designated to remain.

100.2 Construction Requirements

100.2.1 General

The Engineer will establish the limits of work and designate all trees, shrubs, plants and other things to remain. The Contractor shall preserve all objects designated to remain. Paint required for cut or scarred surface of trees or shrubs selected for retention shall be an approved asphaltum base paint prepared especially for tree surgery.

Clearing shall extend one (1) meter beyond the toe of the fill slopes or beyond rounding of cut slopes as the case maybe for the entire length of the project unless otherwise shown on the plans or as directed by the Engineer and provided it is within the right of way limits of the project, with the exception of trees under the jurisdiction of the Forest Management Bureau (FMB).

100.2.2 Clearing and Grubbing

All surface objects and all trees, stumps, roots and other protruding obstructions, not designated to remain, shall be cleared and/or grubbed, including mowing as required, except as provided below:

- (1) Removal of undisturbed stumps and roots and nonperishable solid objects with a minimum depth of one (1) meter below subgrade or slope of embankment will not be required.

- (2) In areas outside of the grading limits of cut and embankment areas, stumps and nonperishable solid objects shall be cut off not more than 150 mm (6 inches) above the ground line or low water level.
- (3) In areas to be rounded at the top of cut slopes, stumps shall be cut off flush with or below the surface of the final slope line.
- (4) Grubbing of pits, channel changes and ditches will be required only to the depth necessitated by the proposed excavation within such areas.
- (5) In areas covered by cogon/talahib, wild grass and other vegetations, top soil shall be cut to a maximum depth of 150 mm below the original ground surface or as designated by the Engineer, and disposed outside the clearing and grubbing limits as indicated in the typical roadway section.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and compacted to the required density.

If perishable material is burned, it shall be burned under the constant care of component watchmen at such times and in such a manner that the surrounding vegetation, other adjacent property, or anything designated to remain on the right of way will not be jeopardized. If permitted, burning shall be done in accordance with applicable laws, ordinances, and regulation.

The Contractor shall use high intensity burning procedures, (i.e., incinerators, high stacking or pit and ditch burning with forced air supplements) that produce intense burning with little or no visible smoke emission during the burning process. At the conclusion of each burning session, the fire shall be completely extinguished so that no smoldering debris remains.

In the event that the Contractor is directed by the Engineer not to start burning operations or to suspend such operations because of hazardous weather conditions, material to be burned which interferes with subsequent construction operations shall be moved by the Contractor to temporary locations clear of construction operations and later, if directed by the Engineer, shall be placed on a designated spot and burned.

Materials and debris which cannot be burned and perishable materials may be disposed off by methods and at locations approved by the Engineer, on or off the project. If disposal is by burying, the debris shall be placed in layers with the material so disturbed to avoid nesting. Each layer shall be covered or mixed with earth material by the land-fill method to fill all voids. The top layer of material buried shall be covered with at least 300 mm (12 inches) of earth or other

approved material and shall be graded, shaped and compacted to present a pleasing appearance. If the disposal location is off the project, the Contractor shall make all necessary arrangements with property owners in writing for obtaining suitable disposal locations which are outside the limits of view from the project. The cost involved shall be included in the unit bid price. A copy of such agreement shall be furnished to the Engineer. The disposal areas shall be seeded, fertilized and mulched at the Contractor's expense.

Woody material may be disposed off by chipping. The wood chips may be used for mulch, slope erosion control or may be uniformly spread over selected areas as directed by the Engineer. Wood chips used as mulch for slope erosion control shall have a maximum thickness of 12 mm (1/2 inch) and faces not exceeding 3900 mm² (6 square inches) on any individual surface area. Wood chips not designated for use under other sections shall be spread over the designated areas in layers not to exceed 75 mm (3 inches) loose thickness. Diseased trees shall be buried or disposed off as directed by the Engineer.

All merchantable timber in the clearing area which has not been removed from the right of way prior to the beginning of construction, shall become the property of the Contractor, unless otherwise provided.

Low hanging branches and unsound or unsightly branches on trees or shrubs designated to remain shall be trimmed as directed. Branches of trees extending over the roadbed shall be trimmed to give a clear height of 6 m (20 feet) above the roadbed surface. All trimming shall be done by skilled workmen and in accordance with good tree surgery practices.

Timber cut inside the area staked for clearing shall be felled within the area to be cleared.

100.2.3 Individual Removal of Trees or Stumps

Individual trees or stumps designated by the Engineer for removal and located in areas other than those established for clearing and grubbing and roadside cleanup shall be removed and disposed off as specified under Subsection 100.2.2 except trees removed shall be cut as nearly flush with the ground as practicable without removing stumps.

100.3 Method of Measurement

Measurement will be by one or more of the following alternate methods:

1. Area Basis. The work to be paid for shall be the number of hectares and fractions thereof acceptably cleared and grubbed within the limits indicated on the Plans or as may be adjusted in field staking by the Engineer. Areas not within the clearing and grubbing limits shown on the Plans or not staked for clearing and grubbing will not be measured for payment.

2. Lump-Sum Basis. When the Bill of Quantities contains a Clearing and Grubbing lump-sum item, no measurement of area will be made for such item.

3. Individual Unit Basis (Selective Clearing). The diameter of trees will be measured at a height of 1.4 m (54 inches) above the ground. Trees less than 150 mm (6 inches) in diameter will not be measured for payment.

When Bill of Quantities indicates measurement of trees by individual unit basis, the units will be designated and measured in accordance with the following schedule of sizes:

Diameter at height of 1.4 m	Pay Item Designation
Over 150 mm to 900 mm	Small
Over 900 mm	Large

100.4 Basis of Payment

The accepted quantities, measured as prescribed in Section 100.3, shall be paid for at the Contract unit price for each of the Pay Items listed below that is included in the Bill of Quantities, which price and payment shall be full compensation for furnishing all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
100 (1)	Clearing and Grubbing	Hectare
100 (2)	Clearing and Grubbing	Lump Sum

100 (3)	Individual Removal of Trees, Small	Each
100 (4)	Individual removal of	Each

ITEM 102 – EXCAVATION

102.1 Description

This Item shall consist of roadway and drainage and borrow excavation and the disposal of material in accordance with this Specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer.

102.1.1 Roadway Excavation

Roadway excavation will include excavation and grading for roadways, parking areas, intersections, approaches, slope rounding, benching, waterways and ditches; removal of unsuitable material from the roadbed and beneath embankment areas; and excavating selected material found in the roadway as ordered by the Engineer for specific use in the improvement. Roadway excavation will be classified as “unclassified excavation”, “rock excavation”, “common excavation”, or “muck excavation” as indicated in the Bill of Quantities and hereinafter described.

- (1) **Unclassified Excavation.** Unclassified excavation shall consist of the excavation and disposal of all materials regardless of its nature, not classified and included in the Bill of Quantities under other pay items.
- (2) **Rock Excavation.** Rock excavation shall consist of igneous, sedimentary and metamorphic rock which cannot be excavated without blasting or the use of rippers, and all boulders or other detached stones each having a volume of 1 cubic meter or more as determined by physical measurements or visually by the Engineer.
- (3) **Common Excavation.** Common excavations shall consist of all excavation not included in the Bill of Quantities under “rock excavation” or other pay items.
- (4) **Muck Excavation.** Muck excavation shall consist of the removal and disposal of deposits of saturated or unsaturated mixtures of soils and organic matter not suitable for foundation material regardless of moisture content.

102.1.2 Borrow Excavation

Borrow excavation shall consist of the excavation and utilization of approved material required for the construction of embankments or for other portions of the work, and shall be obtained from approved sources, in accordance with Clause 61 and the following:

(1) Borrow, Case 1

Borrow Case 1 will consist of material obtained from sources designated on the Plans or in the Special Provisions.

(2) Borrow, Case 2

Borrow Case 2 will consist of material obtained from sources provided by the Contractor.

The material shall meet the quality requirements determined by the Engineer unless otherwise provided in the Contract.

102.2 Construction Requirements

102.2.1 General

When there is evidence of discrepancies on the actual elevations and that shown on the Plans, a pre-construction survey referred to the datum plane used in the approved Plan shall be undertaken by the Contractor under the control of the Engineer to serve as basis for the computation of the actual volume of the excavated materials.

All excavations shall be finished to reasonably smooth and uniform surfaces. No materials shall be wasted without authority of the Engineer. Excavation operations shall be conducted so that material outside of the limits of slopes will not be disturbed. Prior to excavation, all necessary clearing and grubbing in that area shall have been performed in accordance with Item 100, Clearing and Grubbing.

102.2.2 Conservation of Topsoil

Where provided for on the Plans or in the Special Provisions, suitable topsoil encountered in excavation and on areas where embankment is to be placed shall be removed to such extent and to such depth as the Engineer may

direct. The removed topsoil shall be transported and deposited in storage piles at locations approved by the Engineer. The topsoil shall be completely removed to the required depth from any designated area prior to the beginning of regular excavation or embankment work in the area and shall be kept separate from other excavated materials for later use.

102.2.3 Utilization of Excavated Materials

All suitable material removed from the excavation shall be used in the formation of the embankment, subgrade, shoulders, slopes, bedding, and backfill for structures, and for other purposes shown on the Plans or as directed.

The Engineer will designate as unsuitable those soils that cannot be properly compacted in embankments. All unsuitable material shall be disposed off as shown on the Plans or as directed without delay to the Contractor.

Only approved materials shall be used in the construction of embankments and backfills.

All excess material, including rock and boulders that cannot be used in embankments shall be disposed off as directed.

Material encountered in the excavation and determined by the Engineer as suitable for topping, road finishing, slope protection, or other purposes shall be conserved and utilized as directed by the Engineer.

Borrow material shall not be placed until after the readily accessible roadway excavation has been placed in the fill, unless otherwise permitted or directed by the Engineer. If the Contractor places more borrow than is required and thereby causes a waste of excavation, the amount of such waste will be deducted from the borrow volume.

102.2.4 Prewatering

Excavation areas and borrow pits may be prewatered before excavating the material. When prewatering is used, the areas to be excavated shall be moistened to the full depth, from the surface to the bottom of the excavation. The water shall be controlled so that the excavated material will contain the proper moisture to permit compaction to the specified density with the use of standard compacting equipment.

Prewatering shall be supplemented where necessary, by truck watering units, to ensure that the embankment material contains the proper moisture at the time of compaction.

The Contractor shall provide drilling equipment capable of suitably checking the moisture penetration to the full depth of the excavation.

102.2.5 Presplitting

Unless otherwise provided in the Contract, rock excavation which requires drilling and shooting shall be presplit.

Presplitting to obtain faces in the rock and shale formations shall be performed by: (1) drilling holes at uniform intervals along the slope lines, (2) loading and stemming the holes with appropriate explosives and stemming material, and (3) detonating the holes simultaneously.

Prior to starting drilling operations for presplitting, the Contractor shall furnish the Engineer a plan outlining the position of all drill holes, depth of drilling, type of explosives to be used, loading pattern and sequence of firing. The drilling and blasting plan is for record purposes only and will not absolve the Contractor of his responsibility for using proper drilling and blasting procedures. Controlled blasting shall begin with a short test section of a length approved by the Engineer. The test section shall be presplit, production drilled and blasted and sufficient material excavated whereby the Engineer can determine if the Contractor's methods are satisfactory. The Engineer may order of the presplitting when he determines that the materials encountered have become unsuitable for being presplit.

The holes shall be charged with explosives of the size, kind, strength, and at the spacing suitable for the formations being presplit, and with stemming material which passes a 9.5 mm (3/8 inch) standard sieve and which has the qualities for proper confinement of the explosives.

The finished presplit slope shall be reasonably uniform and free of loose rock. Variance from the true plane of the excavated backslope shall not exceed 300 mm (12 inches); however, localized irregularities or surface variations that do not constitute a safety hazard or an impairment to drainage courses or facilities will be permitted.

A maximum offset of 600 mm (24 inches) will be permitted for a construction working bench at the bottom of each lift for use in drilling the next lower presplitting pattern.

102.2.6 Excavation of Ditches, Gutters, etc.

All materials excavated from side ditches and gutters, channel changes, irrigation ditches, inlet and outlet ditches, toe ditchers, furrow ditches, and such other ditches as may be designated on the Plans or staked by the Engineer, shall be utilized as provided in Subsection

102.2.3.

Ditches shall conform to the slope, grade, and shape of the required cross-section, with no projections of roots, stumps, rock, or similar matter. The Contractor shall maintain and keep open and free from leaves, sticks, and other debris all ditches dug by him until final acceptance of the work.

Furrow ditches shall be formed by plowing a continuous furrow along the line staked by the Engineer. Methods other than plowing may be used if acceptable to the Engineer. The ditches shall be cleaned out by hand shovel work, by ditcher, or by some other suitable method, throwing all loose materials on the downhill side so that the bottom of the finished ditch shall be approximately 450 mm (18 inches) below the crest of the loose material piled on the downhill side. Hand finish will not be required, but the flow lines shall be in satisfactory shape to provide drainage without overflow.

102.2.7 Excavation of Roadbed Level

Rock shall be excavated to a depth of 150 mm (6 inches) below subgrade within the limits of the roadbed, and the excavation backfilled with material designated on the Plans or approved by the Engineer and compacted to the required density.

When excavation methods employed by the Contractor leave undrained pockets in the rock surface, the Contractor shall at his own expense, properly drain such depressions or when permitted by the Engineer fill the depressions with approved impermeable material.

Material below subgrade, other than solid rock shall be thoroughly scarified to a depth of

150 mm (6 inches) and the moisture content increased or reduced, as necessary, to bring the material throughout this 150 mm layer to the moisture content suitable for maximum compaction. This layer shall then be compacted in accordance with Subsection 104.3.3.

102.2.8 Borrow Areas

The Contractor shall notify the Engineer sufficiently in advance of opening any borrow areas so that cross-section elevations and measurements of the ground surface after stripping may be taken, and the borrow material can be tested before being used. Sufficient time for testing the borrow material shall be allowed.

All borrow areas shall be bladed and left in such shape as to permit accurate measurements after excavation has been completed. The Contractor shall not excavate beyond the dimensions and elevations established, and no material shall be removed prior to the staking out and cross-sectioning of the site. The finished borrow areas shall be approximately true to line and grade established and specified and shall be finished, as prescribed in Clause 61, Standard Specifications for Public Works and Highways, Volume 1. When necessary to remove fencing, the fencing shall be replaced in at least as good condition as it was originally. The Contractor shall be responsible for the confinement of livestock when a portion of the fence is removed.

102.2.9 Removal of Unsuitable Material

Where the Plans show the top portion of the roadbed to be selected topping, all unsuitable materials shall be excavated to the depth necessary for replacement of the selected topping to the required compacted thickness.

Where excavation to the finished graded section results in a subgrade or slopes of unsuitable soil, the Engineer may require the Contractor to remove the unsuitable material and backfill to the finished graded section with approved material. The Contractor shall conduct his operations in such a way that the Engineer can take the necessary cross-sectional measurements before the backfill is placed.

The excavation of muck shall be handled in a manner that will not permit the entrapment of muck within the backfill. The material used for backfilling up to the ground line or water level, whichever is higher, shall be rock or other suitable granular material selected from the roadway excavation, if available. If not available, suitable material shall be obtained from other approved sources. Unsuitable material removed shall be disposed off in designated areas shown on the Plans or approved by the Engineer.

102.3 Method of Measurement

The cost of excavation of material which is incorporated in the Works or in other areas of fill shall be deemed to be included in the Items of Work where the material is used.

Measurement of Unsuitable or Surplus Material shall be the net volume in its original position.

For measurement purposes, surplus suitable material shall be calculated as the difference between the net volume of suitable material required to be used in embankment corrected by applying a shrinkage factor or a swell factor in case of rock excavation, determined by laboratory tests to get its original volume measurement, and the net volume of suitable material from excavation in the original position. Separate pay items shall be provided for surplus common, unclassified and rock material.

The Contractor shall be deemed to have included in the contract unit prices all costs of obtaining land for the disposal of unsuitable or surplus material.

102.4 Basis of Payment

The accepted quantities, measured as prescribed in Section 102.3 shall be paid for at the contract unit price for each of the Pay Items listed below that is included in the Bill of Quantities which price and payment shall be full compensation for the removal and disposal of excavated materials including all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
102 (1)	Surplus Suitable Excavation	Cubic Meter
102 (2)	Surplus Common Excavation	Cubic Meter
102 (3)	Surplus Rock Excavation	Cubic Meter
102 (4)	Surplus Unclassified Excavation	Cubic Meter

ITEM 104 – EMBANKMENT

104.1 Description

This Item shall consist of the construction of embankment in accordance with this Specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer.

104.2 Material Requirements

Embankments shall be constructed of suitable materials, in consonance with the following definitions:

1. Suitable Material – Material which is acceptable in accordance with the Contract and which can be compacted in the manner specified in this Item. It can be common material or rock.

Selected Borrow, for topping – soil of such gradation that all particles will pass a sieve with 75 mm (3 inches) square openings and not more than 15 mass percent will pass the 0.075 mm (No. 200) sieve, as determined by AASHTO T 11. The material shall have a plasticity index of not more than 6 as determined by AASHTO T 90 and a liquid limit of not more than 30 as determined by AASHTO T 89.

2. Unsuitable Material – Material other than suitable materials such as:
 - (a) Materials containing detrimental quantities of organic materials, such as grass, roots and sewerage.
 - (b) Organic soils such as peat and muck.
 - (c) Soils with liquid limit exceeding 80 and/or plasticity index exceeding 55.
 - (d) Soils with a natural water content exceeding 100%.
 - (e) Soils with very low natural density, 800 kg/m^3 or lower.
 - (f) Soils that cannot be properly compacted as determined by the Engineer.

104.3 Construction Requirements

104.3.1 General

Prior to construction of embankment, all necessary clearing and grubbing in that area shall have been performed in conformity with Item 100, Clearing and Grubbing.

Embankment construction shall consist of constructing roadway embankments, including preparation of the areas upon which they are to be placed; the construction of

dikes within or adjacent to the roadway; the placing and compacting of approved material within roadway areas where unsuitable material has been removed; and the placing and compacting of embankment material in holes, pits, and other depressions within the roadway area.

Embankments and backfills shall contain no muck, peat, sod, roots or other deleterious matter. Rocks, broken concrete or other solid, bulky materials shall not be placed in embankment areas where piling is to be placed or driven.

Where shown on the Plans or directed by the Engineer, the surface of the existing ground shall be compacted to a depth of 150 mm (6 inches) and to the specified requirements of this Item.

Where provided on the Plans and Bill of Quantities the top portions of the roadbed in both cuts and embankments, as indicated, shall consist of selected borrow for topping from excavations.

104.3.2 Methods of Construction

Where there is evidence of discrepancies on the actual elevations and that shown on the Plans, a preconstruction survey referred to the datum plane used in the approved Plan shall be undertaken by the Contractor under the control of the Engineer to serve as basis for the computation of the actual volume of the embankment materials.

When embankment is to be placed and compacted on hillsides, or when new embankment is to be compacted against existing embankments, or when embankment is built one-half width at a time, the existing slopes that are steeper than 3:1 when measured at right angles to the roadway shall be continuously benched over those areas as the work is brought up in layers. Benching will be subject to the Engineer's approval and shall be of sufficient width to permit operation of placement and compaction equipment. Each horizontal cut shall begin at the intersection of the original ground and the vertical sides of the previous cuts. Material thus excavated shall be placed and compacted along with the embankment material in accordance with the procedure described in this Section.

Unless shown otherwise on the Plans or special Provisions, where an embankment of less than 1.2 m (4 feet) below subgrade is to be made, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surface shall be completely broken up by plowing, scarifying, or steeping to a minimum depth of 150 mm except as provided in Subsection 102.2.2. This area shall then be compacted as provided in Subsection 104.3.3. Sod not required to be removed shall be thoroughly disc harrowed or scarified before construction of embankment. Wherever a compacted road surface containing granular materials lies within 900 mm (36 inches) of the subgrade, such old road surface shall be scarified to a depth of at least 150 mm (6 inches) whenever directed by the Engineer. This scarified materials shall then be compacted as provided in Subsection 104.3.3.

When shoulder excavation is specified, the roadway shoulders shall be excavated to the depth and width shown on the Plans. The shoulder material shall be removed without

disturbing the adjacent existing base course material, and all excess excavated materials shall be disposed off as provided in Subsection 102.2.3. If necessary, the areas shall be compacted before being backfilled.

Roadway embankment of earth material shall be placed in horizontal layers not exceeding 200 mm (8 inches), loose measurement, and shall be compacted as specified before the next layer is placed. However, thicker layer maybe placed if vibratory roller with high compactive effort is used provided that density requirement is attained and as approved by the Engineer. Trial section to this effect must be conducted and approved by the Engineer. Effective spreading equipment shall be used on each lift to obtain uniform thickness as determined in the trial section prior to compaction. As the compaction of each layer progresses, continuous leveling and manipulating will be required to assure uniform density. Water shall be added or removed, if necessary, in order to obtain the required density. Removal of water shall be accomplished through aeration by plowing, blading, discing, or other methods satisfactory to the Engineer.

Where embankment is to be constructed across low swampy ground that will not support the mass of trucks or other hauling equipment, the lower part of the fill may be constructed by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers.

When excavated material contains more than 25 mass percent of rock larger than 150 mm in greatest diameter and cannot be placed in layers of the thickness prescribed without crushing, pulverizing or further breaking down the pieces resulting from excavation methods, such materials may be placed on the embankment in layers not exceeding in thickness the approximate average size of the larger rocks, but not greater than 600 mm (24 inches).

Even though the thickness of layers is limited as provided above, the placing of individual rocks and boulders greater than 600 mm in diameter will be permitted provided that when placed, they do not exceed 1200 mm (48 inches) in height and provided they are carefully distributed, with the interstices filled with finer material to form a dense and compact mass.

Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of earth. Lifts of material containing more than 25 mass percent of rock larger than 150 mm in greatest dimensions shall not be constructed above an elevation 300 mm (12 inches) below the finished subgrade. The balance of the embankment shall be composed of suitable material smoothed and placed in layers not exceeding 200 mm (8 inches) in loose thickness and compacted as specified for embankments.

Dumping and rolling areas shall be kept separate, and no lift shall be covered by another until compaction complies with the requirements of Subsection 104.3.3.

Hauling and leveling equipment shall be so routed and distributed over each layer of the fill in such a manner as to make use of compaction effort afforded thereby and to minimize rutting and uneven compaction.

104.3.3 Compaction

Compaction Trials

Before commencing the formation of embankments, the Contractor shall submit in writing to the Engineer for approval his proposals for the compaction of each type of fill material to be used in the works. The proposals shall include the relationship between the types of compaction equipment, and the number of passes required and the method of adjusting moisture content. The Contractor shall carry out full scale compaction trials on areas not less than 10 m wide and 50 m long as required by the Engineer and using his proposed procedures or such amendments thereto as may be found necessary to satisfy the Engineer that all the specified requirements regarding compaction can be consistently achieved. Compaction trials with the main types of fill material to be used in the works shall be completed before work with the corresponding materials will be allowed to commence.

Throughout the periods when compaction of earthwork is in progress, the Contractor shall adhere to the compaction procedures found from compaction trials for each type of material being compacted, each type of compaction equipment employed and each degree of compaction specified.

Earth

The Contractor shall compact the material placed in all embankment layers and the material scarified to the designated depth below subgrade in cut sections, until a uniform density of not less than 95 mass percent of the maximum dry density determined by AASHTO T99 Method C, is attained, at a moisture content determined by Engineer to be suitable for such density. Acceptance of compaction may be based on adherence to an approved roller pattern developed as set forth in Item 106, Compaction Equipment and Density Control Strips.

The Engineer shall during progress of the Work, make density tests of compacted material in accordance with AASHTO T 191, T 205, or other approved field density tests, including the use of properly calibrated nuclear testing devices. A correction for coarse particles may be made in accordance with AASHTO T 224. If, by such tests, the Engineer determines that the specified density and moisture conditions have not been attained, the Contractor shall perform additional work as may be necessary to attain the specified conditions.

At least one group of three in-situ density tests shall be carried out for each 500 m of each layer of compacted fill.

Rock

Density requirements will not apply to portions of embankments constructed of materials which cannot be tested in accordance with approved methods.

Embankment materials classified as rock shall be deposited, spread and leveled the full width of the fill with sufficient earth or other fine material so deposited to fill the interstices to produce a dense compact embankment. In addition, one of the rollers, vibrators, or compactors meeting the requirements set forth in Subsection 106.2.1, Compaction Equipment, shall compact the embankment full width with a minimum of three complete passes for each layer of embankment.

104.3.4 Protection of Roadbed During Construction

During the construction of the roadway, the roadbed shall be maintained in such condition that it will be well drained at all times. Side ditches or gutters emptying from cuts to embankments or otherwise shall be so constructed as to avoid damage to embankments by erosion.

104.3.5 Protection of Structure

If embankment can be deposited on one side only of abutments, wing walls, piers or culvert headwalls, care shall be taken that the area immediately adjacent to the structure is not compacted to the extent that it will cause overturning of, or excessive pressure against the structure. When noted on the Plans, the fill adjacent to the end bent of a bridge shall not be placed higher than the bottom of the backfill of the bent until the superstructure is in place. When embankment is to be placed on both sides of a concrete wall or box type structure, operations shall be so conducted that the embankment is always at approximately the same elevation on both sides of the structure.

104.3.6 Rounding and Warping Slopes

Rounding-Except in solid rock, the tops and bottoms of all slopes, including the slopes of drainage ditches, shall be rounded as indicated on the Plans. A layer of earth overlaying rock shall be rounded above the rock as done in earth slopes.

Warping-adjustments in slopes shall be made to avoid injury in standing trees or marring of weathered rock, or to harmonize with existing landscape features, and the transition to such adjusted slopes shall be gradual. At intersections of cuts and fills, slopes shall be adjusted and warped to flow into each other or into the natural ground surfaces without noticeable break.

104.3.7 Finishing Roadbed and Slopes

After the roadbed has been substantially completed, the full width shall be conditioned by removing any soft or other unstable material that will not compact properly or serve the intended purpose. The resulting areas and all other low sections, holes or depressions shall be brought to grade with suitable selected material. Scarifying, blading, dragging, rolling, or other methods of work shall be performed or used as necessary to provide a thoroughly compacted roadbed shaped to the grades and cross-sections shown on the Plans or as staked by the Engineer.

All earth slopes shall be left with roughened surfaces but shall be reasonably uniform, without any noticeable break, and in reasonably close conformity with the Plans or other surfaces indicated on the Plans or as staked by the Engineer, with no variations therefrom readily discernible as viewed from the road.

104.3.8 Serrated Slopes

Cut slopes in rippable material (soft rock) having slope ratios between 0.75:1 and 2:1 shall be constructed so that the final slope line shall consist of a series of small

horizontal steps. The step rise and tread dimensions shall be shown on the Plans. No scaling shall be performed on the stepped slopes except for removal of large rocks which will obviously be a safety hazard if they fall into the ditchline or roadway.

104.3.9 Earth Berms

When called for in the Contract, permanent earth berms shall be constructed of well graded materials with no rocks having a diameter greater than 0.25 the height of the berm. When local material is not acceptable, acceptable material shall be imported, as directed by the Engineer.

Compacted Berm

Compacted berm construction shall consist of moistening or drying and placing material as necessary in locations shown on the drawings or as established by the Engineer. Material shall contain no frozen material, roots, sod, or other deleterious materials. Contractor shall take precaution to prevent material from escaping over the embankment slope. Shoulder surface beneath berm will be roughened to provide a bond between the berm and shoulder when completed. The Contractor shall compact the material placed until at least 90 mass percent of the maximum density is obtained as determined by AASHTO T 99, Method C. The cross-section of the finished compacted berm shall reasonably conform to the typical cross-section as shown on the Plans.

Uncompacted Berm

Uncompacted berm construction shall consist of drying, if necessary and placing material in locations shown on the Plans or as established by the Engineer. Material shall contain no frozen material, roots, sod or other deleterious materials. Contractor shall take precautions to prevent material from escaping over the embankment slope.

104.4 Method of Measurement

The quantity of embankment to be paid for shall be the volume of material compacted in place, accepted by the Engineer and formed with material obtained from any source.

Material from excavation per Item 102 which is used in embankment and accepted by the Engineer will be paid under Embankment and such payment will be deemed to include the cost of excavating, hauling, stockpiling and all other costs incidental to the work.

Material for Selected Borrow topping will be measured and paid for under the same conditions specified in the preceding paragraph.

104.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 104.4, shall be paid for at the Contract unit price for each of the Pay Items listed below that is included in

the Bill of Quantities. The payment shall continue full compensation for placing and compacting all materials including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
104 (1)	Embankment	Cubic Meter
104 (2)	Selected, Borrow for topping, Case 1	Cubic Meter
104 (3)	Selected Borrow for topping, Case 2	Cubic Meter
104 (4)	Earth Berm	Meter

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.]

Section VIII. Bill of Quantities

Bill of Quantities, Bid Proposal & Detailed Estimate should be submitted together with the Annex "C" Form 4 to 7 in pages 92 to 95.

Non-attachment of Annex "C" Form 1 to 7 shall be automatically disqualified.

{ATTACH COMPANY LETTERHEAD/LOGO}

BILL OF QUANTITIES

PROJECT: BUKIDNON AIRPORT DEVELOPMENT PROJECT-PHASE II (Site Work Preparation of the Landside Area)
 LOCATION: Brgy. Maray-Maray, Don Carlos, Bukidnon

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (Pesos)	AMOUNT (Pesos)
PART A	CIVIL WORKS				
SITE WORK PREPARATION OF LANDSIDE AREA					
100	Clearing and Grubbing (with Stripping)	2.33	ha		
	Pesos _____ Amount in Words _____ and _____ centavos				
102	Common Soil Excavation	238.42	cu.m.		
	Pesos _____ Amount in Words _____ and _____ centavos				
104	Embankment (from Borrow)	138,164.41	cu.m.		
	Pesos _____ Amount in Words _____ and _____ centavos				
PART B	MOBILIZATION AND DEMOBILIZATION	1.00	ls		
	Pesos _____ Amount in Words _____ and _____ centavos				

TOTAL BID AMOUNT (Php) _____

TOTAL BID AMOUNT IN WORDS _____

Signature: _____
 Printed Name: _____
 Position: _____
 Name Company: _____
 Date: _____

DETAILED BREAKDOWN OF COMPONENT OF EACH ITEM
BUKIDNON AIRPORT DEVELOPMENT PROJECT - PHASE II
BUKIDNON AIRPORT
BRGY. MARY MARY, DON CARLOS, BUKIDNON

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	WL%	DIRECT COST			ESTIMATED DIRECT COST	MARK-UPS IN PERCENT			AMOUNT	TOTAL MARK-UP		VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST	
					MATERIALS	LABOR	EQUIPMENT		OCM	Amount	Profit		%	VALUE					
(1)	(2)	(3)	(4)				(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)				
	CIVIL WORKS																		
	SITE WORK PREPARATION OF LANDSIDE AREA																		
100	Clearing and Grubbing (with Stripping)	2.33	ha																
102	Common Soil Excavation	238.42	cu.m.																
104	Embankment (from Borrow)	138,164.41	cu.m.																
	TOTAL CIVIL WORKS																		
	MOBILIZATION AND DEMOBILIZATION	1.00	ls																
	GRAND TOTAL COST																		

Submitted by:

Signature:

Printed Name:

Position:

Name Company:

Date:

DETAILED UNIT PRICE ANALYSIS

PROJECT NAME : **BUKIDNON AIRPORT DEVELOPMENT PROJECT-PHASE II (Site Work Preparation of the Landside Area)**
Project Description : EARTHWORKS
Location : Brgy. Maray-Maray, Don Carlos, Bukidnon
Item No./Description : SPL-1 Mobilization/Demobilization
Quantity : 1.00
Unit of Measuremen : lot
Output per hour : -

	DESIGNATION	No. of Person(s)	No. of Hours	Hourly Rate	Amount
	NAME AND CAPACITY	No. of Unit/s	No. of Hours	Hourly Rate	Amount
B	Equipment				
	Dump Truck, (12 yd3)	2.00	16.00		
	Payloader, 1.50 cu.m.	1.00	16.00		
	Bulldozer, D6H Serises II PSDS/DD	1.00	16.00		
	Backhoe, 0.80 cu.m.	1.00	16.00		
	Motorized Grader, (140 hp), G710A	1.00	16.00		
	Vibratory Roller (10 mt), SD100DC	1.00	16.00		
	Water Truck/Pump (16000 L)	1.00	16.00		
	Sub-Total for B				
C.	Total (A+B)				
D.	Output per Day	-			
E.	Direct Unit Cost (C/Quantity per day)				
G.	DIRECT UNIT COST (E + F)				
H.	OCM (0% of G)				
I.	CONTRACTOR'S PROFIT (0% of G)				
J.	VALUE ADDED TAX, (VAT)	5.0%	of (G+H+I)		
K.	TOTAL UNIT COST (G + H + I + J)				

Submitted by:

Signature: _____
 Printed Name: _____
 Position: _____
 Name Company: _____
 Date: _____

DETAILED UNIT PRICE ANALYSIS

PROJECT NAME : **BUKIDNON AIRPORT DEVELOPMENT PROJECT-PHASE II (Site Work Preparation of the Landside Area)**
Project Description : EARTHWORKS
Location : Brgy. Maray-Maray, Don Carlos, Bukidnon
Item No./Description : 100 Clearing and Grubbing (with Stripping)
Quantity : 2.33
Unit of Measurement : ha
Output per hour : 0.05

	DESIGNATION	No. of Person(s)	No. of Hours	Hourly Rate	Amount
A	Labor				
	Construction Foreman	1.00	1.00		
	Unskilled Laborer	2.00	1.00		
	Sub-Total for A				
	NAME AND CAPACITY	No. of Unit/s	No. of Hours	Hourly Rate	Amount
B	Equipment				
	Dump Truck, (12 yd3)	2.00	1.00		
	Payloader, 1.50 cu.m.	1.00	1.00		
	Bulldozer, D6H Serises II PSDS/DD	1.00	1.00		
	Sub-Total for B				
C.	Total (A+B)				
D.	Output per Hour	0.05	ha/hr		
E.	Direct Unit Cost (C/Quantity per day)				
G.	DIRECT UNIT COST (E + F)				
H.	OCM (0% - 10% of G)				
I.	CONTRACTOR'S PROFIT (0% - 8% of G)				
J.	VALUE ADDED TAX, (VAT)	5.0%	of (G+H+I)		
K.	TOTAL UNIT COST (G + H + I + J)				

Submitted by:

Signature: _____
 Printed Name: _____
 Position: _____
 Name Company: _____
 Date: _____

DETAILED UNIT PRICE ANALYSIS

PROJECT NAME : BUKIDNON AIRPORT DEVELOPMENT PROJECT-PHASE II (Site Work Preparation of the Landside Area)
Project Description : EARTHWORKS
Location : Brgy. Maray-Maray, Don Carlos, Bukidnon
Item No./Description : 102 Common Soil Excavation
Quantity : 238.42
Unit of Measuremen : cu.m.
Output per hour : 20.00

	DESIGNATION	No. of Person(s)	No. of Hours	Hourly Rate	Amount
A	Labor				
	Construction Foreman	1.00	1.00		
	Unskilled Laborer	3.00	1.00		
	Sub-Total for A				
	NAME AND CAPACITY	No. of Unit/s	No. of Hours	Hourly Rate	Amount
B	Equipment				
	Dump Truck, (12 yd3)	2.00	1.00		
	Payloader, 1.50 cu.m.	1.00	0.10		
	Backhoe, 0.80 cu.m.	1.00	1.00		
	Minor Tools (10% of labor cost)				
Sub-Total for B					
C.	Total (A+B)				
D.	Output per Hour	20.00	cu.m./hr		
E.	Direct Unit Cost (C/Quantity per day)				
G.	DIRECT UNIT COST (E + F)				
H.	OCM (0% - 10% of G)				
I.	CONTRACTOR'S PROFIT (0% - 8% of G)				
J.	VALUE ADDED TAX, (VAT)	5.0%	of (G+H+I)		
K.	TOTAL UNIT COST (G + H + I + J)				

Submitted by:

Signature: _____
 Printed Name: _____
 Position: _____
 Name Company: _____
 Date: _____

DETAILED UNIT PRICE ANALYSIS

PROJECT NAME : BUKIDNON AIRPORT DEVELOPMENT PROJECT-PHASE II (Site Work Preparation of the Landside Area)
Project Description : EARTHWORKS
Location : Brgy. Maray-Maray, Don Carlos, Bukidnon
Item No./Description : 104 Embankment (from Borrow)
Quantity : 138,164.41
Unit of Measuremen : cu.m.
Output per hour : 50.00

DESIGNATION		No. of Person(s)	No. of Hours	Hourly Rate	Amount
A	Labor				
	Construction Foreman	1.00	1.00		
	Unskilled Laborer	2.00	1.00		
	Sub-Total for A				
NAME AND CAPACITY		No. of Unit/s	No. of Hours	Hourly Rate	Amount
B	Equipment				
	Motorized Grader, (140 hp), G710A	1.00	1.00		
	Vibratory Roller (10 mt), SD100DC	1.00	1.00		
	Water Truck/Pump (16000 L)	1.00	0.25		
Sub-Total for B					
C.	Total (A+B)				
D.	Output per Hour	50.00	cu.m./hr		
E.	Direct Unit Cost (C/Quantity per day)				
NAME AND CAPACITY		Quantity	Unit	Unit Cost	Amount
F.	Materials				
	Common Borrow (outside Source)	1.25	cu.m.		
	Sub-Total for F				
G.	DIRECT UNIT COST (E + F)				
H.	OCM (0% - 10% of G)				
I.	CONTRACTOR'S PROFIT (0% - 8% of G)				
J.	VALUE ADDED TAX, (VAT)	5.0%	of (G+H+I)		
K.	TOTAL UNIT COST (G + H + I + J)				

Submitted by:

Signature: _____
 Printed Name: _____
 Position: _____
 Name Company: _____
 Date: _____

Section IX. Bidding Forms

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Other Bidding Forms

(ANNEX "A")

ANNEX "A" FORM 1	STATEMENT OF ALL ON-GOING CONTRACTS
ANNEX "A" FORM 2	STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT
ANNEX "A" FORM 3	JOINT RESOLUTION FORM FOR JVA

{ATTACH COMPANY LETTERHEAD/LOGO }

Statement of single largest COMPLETED contract similar to the contract to be bid

Name of Project: _____
 Location of Project: _____

Name of Company : _____
 Address of Company: _____

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Contractor's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed
			Description	%		

Submitted by: _____
 (Print Name & Signature)

Designation: _____

Date: _____

JOINT RESOLUTION

Whereas, _____ (Bidder / Name of Particular JV Partner), duly organized and existing under the Laws of the _____, with office address at _____, represented herein by its _____, _____, and _____ (Name of Particular JV Partner), duly organized and existing under the Laws of the _____, with main office address at _____, represented by herein by its _____, have entered into a Joint Venture (JV) Agreement to undertake the following project / contract:

(Name of Project / Contract)

Whereas, in order to facilitate the orderly execution and conduct of the contract that was entered into by the joint venture in the name of the joint venture, it is hereby resolved by the parties in the Joint Venture as follows:

- a. To appoint _____ as the Authorized Managing Officer and Official Representative, to represent, to manage the Joint Venture and is empowered to enter in contract in the name of the Joint Venture, or to sign for any document in the name of the Joint Venture required by the (Procurement Agency) or any entities pursuant to the terms of the Joint Venture Agreement:
- b. That, the parties agreed to make _____ (Name of Particular Lead Partner) _____ as the Lead Partner of the Joint Venture and (Name of Authorized Officer) _____ as the Official Representative & Managing Partner of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract in the name of the Joint Venture, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation. _____ is fully authorized and empowered to sign any or all documents pertaining to the above stated project / contract in the name of the Joint Venture.
- c. That the parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.
- d. That the terms of the JV Agreement entered into the parties shall be valid and is co-terminus with the final completion and turnover of the Name of Contract / Project

to the agency of the government, which in this case, the (Name of Procurement Entity);

IN WITNESS THEREFORE, We hereby sign jointly this Joint Resolution this _____ day of _____, 20 ____ in _____.

Name of Bidder (Lead Partner)

Name of Bidder (Member Partner)

By: _____

Signature & Name of
Managing Officer

By: _____

Signature & Name of Authorized
Authorized Representative

Designation / Position

Designation / Position

Name of Bidder (Member Partner)

Name of Bidder (Member Partner)

By: _____

Signature & Name of
Managing Officer

By: _____

Signature & Name of Authorized
Authorized Representative

Designation / Position

Designation / Position

SIGNED IN THE PRESENCE OF:

A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)S.S.

BEFORE ME, a Notary Public, for and in the City of _____,
Philippines, this _____ day of _____, 20____ personally appeared the following
persons:

NAME	Community Cert. No.	Date / Place of Issue
-------------	----------------------------	------------------------------

Representing to be the _____ of
_____ and _____ of
_____ respectively, known to me and
to me known to be the same persons who executed the foregoing instrument for and in
behalf of said corporations and who acknowledge to me that same is their free and
voluntary act and deed as well as of the corporations which they represent, for the uses,
purposes, and considerations therein set forth and that they are duly authorized to sign the
same.

This Instrument consists of THREE (3) pages including this page wherein this
Acknowledgement is written and signed by the parties and their instrumental witnesses on
each and every page thereon.

WITNESS MY HAND AND NOTARIAL SEAL at the place and date hereinafter first
above written.

NOTARY PUBLIC

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

Other Bidding Forms

(ANNEX “B”)

Annex “B” Form 1	Certificate of Site Inspection
Annex “B” Form 2	Bid Securing Declaration
Annex “B” Form 3	Organizational Chart of Contract to be Bid
Annex “B” Form 4	Qualification of Key Personnel Proposed to be Assigned in the Project
Annex “B” Form 5a	Contractor's Letter-Certificate to Procuring Entity
Annex “B” Form 5b	Key Personnel's Certificate of Employment
Annex “B” Form 5c	Key Personnel (Format of Bio-Data)
Annex “B” Form 6	List of Equipment Owned or Leased and/or under Purchased
Annex “B” Form 7	Omnibus Sworn Statement



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES



CERTIFICATE OF SITE INSPECTION

This is to CERTIFY that _____, employee of
_____, has conducted the required Site
Inspection for the bidding of the project
“ _____ ” at
_____.

Issued this _____, 2021

Airport Manager/Officer-in-Charge:

Signature over Printed Name

MIA Road corner Ninoy Aquino Avenue, Pasay City, Metro Manila, Philippines, 1300
Tel: (+632) 944-2001/ www.caap.gov.ph

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
x-----x

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

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

Contractor's Organizational Chart for the Project

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the contract if awarded to him. Indicate in the chart the names of the Key Engineering Personnel who will be assigned in the Project.

{ATTACH COMPANY LETTERHEAD/LOGO}

Attach the required Proposed Organizational Chart for the Contract as stated above.

Submitted by: _____

Designation : _____

Date : _____

{ATTACH COMPANY LETTERHEAD/LOGO }

Qualification of Key Personnel Proposed to be Assigned to the Project

Name of Project: _____

Location of Project: _____

Name of Company: _____

Address of Company: _____

	Project Manager/Engineer	Material Engineer	Foreman	Construction Safety and Health Personnel	Other Position deemed required by the Applicant for this project
1. Name					
2. Address					
3. Date of Birth					
4. Employed Since					
5. Experience					
6. Previous Employment					
7. Education					
8. PRC License					

Note: Attached individual PRC License of the (professional) personnel.

Submitted by : _____
 (Signature over Printed Name)
 Designation : _____
 Date : _____

{ATTACH COMPANY LETTERHEAD/LOGO}

Date: _____

CAPTAIN DONALDO A. MENDOZA
Chairman, Bids and Awards Committee - Charlie
Civil Aviation Authority of the Philippines
Mia Road, Pasay City, M.M. 1300
Tel: 944-2358

Subject: Contractor's Letter-Certificate to Procuring Entity

Dear Sir:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

That I/we have engaged the service of (Name of Employee) , to be the (Designation) of the (Name of Project) , who is a (Profession) with Professional License Certificate No. issued on and who has performed the duties in the construction of the project enumerated in the filled Annex "B" Form 5b.

That (Name of Employee) shall personally perform the duties of the said position in the above-mentioned project, if and when the same is awarded in our favor.

That (Name of Employee) shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract.

That (Name of Employee) shall be personally present at the jobsite all the time to supervise the phase of the construction work pertaining to his assignment as (Designation) .

That (Name of Employee) is aware that he shall be authorized to handle only one contract at a time.

That in order to guarantee that (Name of Employee) shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a certificate of appearance for the Procuring Entity's Engineer at the end of every month.

That in the event that I/we elect or choose to replace (Name of Employee) with another Engineer, the Procuring Entity will be accordingly notified by us in writing at least twenty one (21) days before making replacement. We will submit to the Procuring Entity, for prior approval, the name of the proposed new (Designation), his qualification, experience, list of projects undertaken and other relevant information.

That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

(Authorized Representative of Bidder)

CONCURRED BY:

(Name of Engineer)

{ATTACH COMPANY LETTERHEAD/LOGO}

Date: _____

CAPTAIN DONALDO A. MENDOZA
Chairman, Bids and Awards Committee - Charlie
Civil Aviation Authority of the Philippines
Mia Road, Pasay City, M.M. 1300
Tel: 944-2358

Subject: Key Personnel's Certificate of Employment

Dear Sir:

I am (Name of Employee) a License _____ 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 Project), if awarded in their favor.

As (Designation), I know I will have to stay in the job site all the time to supervise and managed 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).

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

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following project:

NAME OF PROJECT	OWNER	COST	DATE COMPLETION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.

(Signature of Engineer)

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

Notary Public

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

Doc. No. _____
Page No. _____

Book No. _____
Series of _____

CAAP-BAC-SF Annex "B" Form 5c

KEY PERSONNEL
(FORMAT OF BIO-DATA)

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

1. Authorized Managing Officer / Representative: _____

2. Sustained Technical Employee:

Name: _____

Date of Birth: _____

Nationality: _____

Education and Degrees: _____

Specialty: _____

Registration: _____

Length of Service with the Firm:

_____ Year From _____ (months) _____ (year)

To _____ (months) _____ (year)

Years of Experience:

If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10) year period (attached additional sheet/s, if necessary):

Name and Address of Employer Length of Service

_____ year(s) from _____ to _____

_____ year(s) from _____ to _____

_____ year(s) from _____ to _____

Experience:

This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

- a. Name: _____
- b. Name and Address of Owner: _____

- c. Name and Address of the Owner's Engineer (Consultant): _____

- d. Indicate the Features of Project (particulars of the project components and any other particular interest connected with the project): _____

- e. Contract Amount Expressed in Philippine Currency: _____
- f. Position: _____
- g. Structures for which the employee was responsible: _____

- h. Assignment Period: from _____(months) _____(years)
 to _____(months) _____(years)

Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to the _____ Project, if the contract is awarded to our company.

(Place and Date)

(The Authorized Representative)

List of Equipment, Owned or Leased and/or under Purchased Agreements, Pledge to the Proposed Project

Name of Project: _____
 Location of Project: _____

Name of Company: _____
 Address of Company: _____

Description	Model/Year	Capacity/ Performance/ Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor or Vendor
<u>A. Owned</u>							
I.							
II.							
III.							
IV.							
V.							
<u>B. Leased</u>							
I.							
II.							
III.							
IV.							
V.							
<u>C. Under Purchased Agreement</u>							
I.							
II.							
III.							
IV.							
V.							

Submitted by : _____
 Designation : _____
 Date : _____
 (Signature over Printed Name)

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bid Form

Date: _____

IB² N^o: _____

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

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

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

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

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

² If ADB, JICA and WB funded projects, use IFB.

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].**
- (k) **We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.**

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Other Bidding Forms

(ANNEX “C”)

Annex “C” Form 1	Bill of Quantities
Annex “C” Form 2	Detailed Breakdown of Component of Each Item
Annex “C” Form 3	Detailed Unit Price Analysis
Annex “C” Form 4	Summary of Unit Prices of Materials
Annex “C” Form 5	Summary of Unit Prices of Labor
Annex “C” Form 6	Summary of Unit Prices of Equipment
Annex “C” Form 7	Cash Flow by Quarter and Payment Schedule

CAAP-BAC-SF Annex "C" Form 1

{ATTACH COMPANY LETTERHEAD/LOGO}

BILL OF QUANTITIES

PROJECT: _____
 LOCATION: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (Pesos)	AMOUNT (Pesos)
	Pesos_____ Amount in Words _____ _____ and _____ centavos				
	Pesos_____ Amount in Words _____ _____ and _____ centavos				
	Pesos_____ Amount in Words _____ _____ and _____ centavos				
	Pesos_____ Amount in Words _____ _____ and _____ centavos				

TOTAL BID AMOUNT (Php) _____

TOTAL BID AMOUNT IN WORDS _____

Signature: _____
 Printed Name: _____
 Position: _____
 Name Company: _____
 Date: _____

CAAP-BAC-SF Annex "C" Form 3

DETAILED UNIT PRICE ANALYSIS

PROJECT NAME :
Project Description :
Location :
Item No./Description :
Quantity :
Unit of Measuremen :
Output per hour :

DESIGNATION		No. of Person(s)	No. of Hours	Hourly Rate	Amount
A	Labor				
Sub-Total for A					
NAME AND CAPACITY		No. of Unit/s	No. of Hours	Hourly Rate	Amount
B	Equipment				
Sub-Total for B					
C.	Total (A+B)				
D.	Output per Hour		cu.m./hr		
E.	Direct Unit Cost (C/Quantity per day)				
NAME AND CAPACITY		Quantity	Unit	Unit Cost	Amount
F.	Materials				
Sub-Total for F					
G.	DIRECT UNIT COST (E + F)				
H.	OCM				
I.	CONTRACTOR'S PROFIT				
J.	VALUE ADDED TAX, (VAT)	5.0%	of (G+H+I)		
K.	TOTAL UNIT COST (G + H + I + J)				

Submitted by:

Signature: _____
 Printed Name: _____
 Position: _____
 Name Company: _____
 Date: _____

{ATTACH COMPANY LETTERHEAD/LOGO}

Name of Project : _____

Location of Project : _____

CASH FLOW BY QUARTER AND PAYMENT SCHEDULE

PARTICULAR	% W	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER
ACCOMPLISHMENT					
CASH FLOW					
CUMULATIVE ACCOMPLISHMENT					
CUMULATIVE CASH FLOW					

Submitted by:

Name of the Representative of the Bidder

Position

Name of the Company

Date

Other Bidding Forms

(ANNEX “D”)

Annex “D” Form 1 Authority of Signatory (Secretary's Certificate)

**AUTHORITY OF SIGNATORY
(SECRETARY'S CERTIFICATE)**

I,, a duly elected and qualified Corporate Secretary of (Name of the Bidder), a corporation duly organized and existing under and by virtue of the law of the, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on at which meeting a quorum was present and acting throughout, the following resolutions were approve, and the same have been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that (Name of Bidder) be, as it hereby is, authorized to participate in the bidding of (Name of the Project) by the (Name of the Procuring Entity); and in that if awarded the project shall enter into a contract with the (Name of the Procuring Entity) and in connection therewith hereby appoints (Name of Representative), acting as duly authorized and designated representatives of (Name of the Bidder), and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent (Name of the Bidder) in the bidding as fully and effectively as the (Name of the Bidder) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FERTHER THAT, the Board hereby authorized its President to:

- a. execute a waiver of jurisdiction whereby the (Name of the Bidder) hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine court;
- b. execute a waiver that the (Name of the Bidder) shall not seek and obtain writ of injunctions or prohibition or restraining order against the CAAP or any other agency in connection with this Project to prevent and restrain the bidding procedures related thereto, the negotiating and award of a contract to a successful bidder, and the carrying out of the awarded project.

WITNESS the signature of the undersigned as such officer of the said this.

-

(Corporate Secretary)

SUBSCRIBED AND SWORN to before me thisday of, 20affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at, Philippines.

Notary Public

Until 31 December 20_____

PRT No.: _____

Issued at: _____

Issued on: _____

TIN No.: _____

Doc. No. _____

Page No.: _____

Book No.: _____

Series of _____

Section X. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (e) 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. (*Annex “A” Form 1*); **and**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules. (*Annex “A” Form 2*); **and**
- ☐ (g) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid;
and Joint Resolution (*Annex “A” Form 3*); **and**
- ☐ (h) 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 (*Annex “B” Form 2*);
and
- ☐ (i) Project Requirements, which shall include the following:
 - ☐ 1. Organizational chart for the contract to be bid (*Annex “B” Form 3*); **and**

- 2. 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 (*Annex "B" Form 4, 5a, 5b & 5c*); **and**
- 3. 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 (*Annex "B" Form 6*); **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS) (*Annex "B" Form 7*); **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; **and**

This shall include all of the following documents as attachment to the Omnibus Sworn Statement:

- 1. Certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements as prescribe under the 2016 Revised Implementing Rules and Regulation (R-IRR) of RA No. 9184; **and**
- 2. Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pending cases of the prospective bidders against this Authority; **and**
- 3. Bid Bulletins (if applicable); **and**
- (k) **Certificate of Site Inspection** (*Annex "B" Form 1*) shall be issued by the DOTr PMO Bukidnon or the Local Government Unit of the Municipality of Don Carlos, Bukidnon. Any of the following shall issue the Certificate of Site Inspection:

Engr. Crisogono Llido, Jr. – DOTr PMO (0995-791-8457)
 Engr. Liza Dianne Rangan – DOTr PMO (0977-842-5629)
 Jufrey E. Lacorte – Municipal Engineer (0917-795-7321)

This shall include all of the following documents as attachment to the Certificate of Site Inspection:

- 1. Copy of company ID of the person who conducted the site inspection; **and**
- 2. Copy of the Municipal Engineer Office logbook or DOTr PMO Bukidnon Logbook; **and**
- 3. Picture of the proposed site including the personnel who conducted the site inspection together with the Municipal Engineer or his authorized

representative or DOTr PMO Bukidnon Representative; **and**

Financial Documents

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

Class "B" Documents

- ☐ (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- ☐ (p) Original of duly signed Bid Prices in the Bill of Quantities (*Annex "C" Form 1*); **and**
- ☐ (q) Detailed Breakdown of Component of Each Item (*Annex "C" Form 2*); **and**
- ☐ (r) Detailed Unit Price Analysis (*Annex "C" Form 3*); **and**
- ☐ (s) Summary Sheet indicating the Unit Prices of Construction Materials, Labor Rates, and Equipment Rentals used in coming up with the Bid (*Annex "C" Form 4, 5 & 6*); **and**
- ☐ (t) Cash Flow by Quarter and Payment Schedule (*Annex "C" Form 7*).

