

PHILIPPINE BIDDING DOCUMENTS
(As Harmonized with Development Partners)

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**REHABILITATION OF EDUCATION
BUILDING, WVSU POTOTAN CAMPUS**

IB No. 002-2021

ABC – PhP 6,500,000.00

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms	5
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders	10
1. Scope of Bid	11
2. Funding Information	11
3. Bidding Requirements.....	11
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	11
5. Eligible Bidders	11
6. Origin of Associated Goods	12
7. Subcontracts	12
8. Pre-Bid Conference.....	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents Comprising the Bid: Eligibility and Technical Components	12
11. Documents Comprising the Bid: Financial Component	13
12. Alternative Bids	13
13. Bid Prices	13
14. Bid and Payment Currencies	13
15. Bid Security	14
16. Sealing and Marking of Bids	14
17. Deadline for Submission of Bids	14
18. Opening and Preliminary Examination of Bids.....	14
19. Detailed Evaluation and Comparison of Bids	14
20. Post Qualification	15
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract.....	18
1. Scope of Contract.....	19
2. Sectional Completion of Works	19
3. Possession of Site.....	19
4. The Contractor's Obligations	19
5. Performance Security	19
6. Site Investigation Reports	20
7. Warranty.....	20
8. Liability of the Contractor.....	20
9. Termination for Other Causes	20
10. Dayworks.....	20
11. Program of Work	20

12. Instructions, Inspections and Audits	21
13. Advance Payment	21
14. Progress Payments	21
15. Operating and Maintenance Manuals	21
Section V. Special Conditions of Contract.....	22
Section VI. Specifications	24
Section VII. Drawings.....	26
Section VIII. Bill of Quantities	33
Section IX. Checklist of Technical and Financial Documents	40

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as

specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



West Visayas State University

(Formerly Iloilo Normal School)

Luna St., La Paz, Iloilo City 5000
Iloilo, Philippines

* Trunkline: (063) (033) 320-0870 to 78 * Telefax No.: (033) 320-0879
* Website: www.wvsu.edu.ph * Email Address: procurement@wvsu.edu.ph



PHI-18939-2-QM

Invitation to Bid for Rehabilitation of Education Building, WVSU Pototan Campus – IB No. 002-2021

1. The **West Visayas State University**, through the **GAA 2021** intends to apply the sum of **SIX MILLION FIVE HUNDRED THOUSAND PESOS AND NO CENTAVOS (PhP6,500,000.00) ONLY** being the Approved Budget for the Contract (ABC) to payments under the contract for **Rehabilitation of Education Building with IB No 002-2021**. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The **West Visayas State University** now invites bids for the above Procurement Project. Completion of works is required **One Hundred Eighty (180) calendar 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 the office of the **BAC Secretariat** and inspect the Bidding Documents at the address given below from **8:00 A.M. to 5:00 P.M.**
5. A complete set of Bidding Documents may be acquired by interested bidders on **October 26, 2020 – November 13, 2020** from **8:00 A.M. to 5:00 P.M.** 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 **SIX THOUSAND FIVE HUNDRED PESOS (PhP6,500.00) ONLY**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, facsimile, or through electronic means.
6. The West Visayas State University will hold a Pre-Bid Conference on **November 3, 2020, 10:00 A.M.** through videoconferencing/webcasting via **google meet (for registration of interested bidders, please send your request to this address: govtproc@wvsu.edu.ph)**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) **manual submission at the office address as indicated below**, (ii) **online or electronic submission as indicated below**, or (iii) **both on or before November 16, 2020; 2:P.M.**. 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 **November 16, 2020, 2:00 P.M.** at the given address below and/or through **electronic submission using a two-factor security procedure consisting of an archive format compression and password protection**. Bids will be opened in the presence of the bidder’s representatives who choose to attend the activity.
10. **Requiring the Bidders to submit their bids using a two-factor security procedure consisting of an archive format compression and password protection and disclose the**

password for accessing their respective bid submission only during the actual bid opening.

11. The **West Visayas State University** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised Implementing Rules and regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

MARYVEV C. GALGO
BAC Secretariat, Pototan Campus
Tel No. 529-7227
pototan.bac@wvsu.edu.ph / wvsu.edu.ph

13. You may visit the following websites:

For downloading of Bidding Documents: wvsu.edu.ph

For online bid submission: govtproc@wvsu.edu.ph

For manual submission:

Head, BAC Secretariat
WVSU Luna Street, La Paz, Iloilo City 5000
Tel No. 320-0870-78 local 1103/1104 Fax No. 320-7793
bac@wvsu.edu.ph

October 23, 2020




BOBBY D. GERARDO, Ph.D.
Chairperson
Special Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. **Scope of Bid**

The Procuring Entity, **West Visayas State University-Pototan Campus** invites Bids for the **Rehabilitation of Education Building**, with Project Identification Number **002-2021**.

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 **2021** in the amount of **SIX MILLION FIVE HUNDRED THOUSAND PESOS (P6,500,000.00) ONLY**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

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:

- b. Subcontracting is not allowed.
- 7.1. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting} via *google meet (for registration of interested bidders, please send your request to this address: govtproc@wvsu.edu.ph)* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

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 **March 11, 2021**. 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

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause																												
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: (soil poisoning; demolition and hauling; ceiling works; doors, windows and glass walls; flooring (second floor); tile works; plumbing works; reinforced concrete works; painting works; and, electrical, electronic and FDAS.																											
10.3	PCAB License “Small B”																											
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: left;"><u>General Experience</u></th> <th style="text-align: left;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>3 years in Civil Works</td> <td>3 years in building construction</td> </tr> <tr> <td>Civil Engineer</td> <td>3 years in Civil Works</td> <td>3 years in building construction</td> </tr> <tr> <td>Architect</td> <td>3 years in Civil Works</td> <td>3 years in building construction</td> </tr> <tr> <td>Electrical Engineer</td> <td>3 years in Civil Works</td> <td>3 years in building construction</td> </tr> <tr> <td>Electronics/Communication Engineer</td> <td>3 years in Civil Works</td> <td>3 years in building construction</td> </tr> <tr> <td>Master Plumber/ Sanitary Engineer</td> <td>3 years in Civil Works</td> <td>3 years in building construction</td> </tr> <tr> <td>Materials Engineer</td> <td>3 years in Civil Works</td> <td>3 years in building construction</td> </tr> <tr> <td>Safety Officer</td> <td>3 years in Civil Works</td> <td>3 years in building construction</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	3 years in Civil Works	3 years in building construction	Civil Engineer	3 years in Civil Works	3 years in building construction	Architect	3 years in Civil Works	3 years in building construction	Electrical Engineer	3 years in Civil Works	3 years in building construction	Electronics/Communication Engineer	3 years in Civil Works	3 years in building construction	Master Plumber/ Sanitary Engineer	3 years in Civil Works	3 years in building construction	Materials Engineer	3 years in Civil Works	3 years in building construction	Safety Officer	3 years in Civil Works	3 years in building construction
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>																										
Project Manager	3 years in Civil Works	3 years in building construction																										
Civil Engineer	3 years in Civil Works	3 years in building construction																										
Architect	3 years in Civil Works	3 years in building construction																										
Electrical Engineer	3 years in Civil Works	3 years in building construction																										
Electronics/Communication Engineer	3 years in Civil Works	3 years in building construction																										
Master Plumber/ Sanitary Engineer	3 years in Civil Works	3 years in building construction																										
Materials Engineer	3 years in Civil Works	3 years in building construction																										
Safety Officer	3 years in Civil Works	3 years in building construction																										
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: left;"><u>Capacity</u></th> <th style="text-align: left;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Concrete Mixer</td> <td>1 bagger</td> <td>1</td> </tr> <tr> <td>Concrete Vibrator</td> <td>1 cu.m./hour</td> <td>1</td> </tr> <tr> <td>Bar Cutter</td> <td>100 kgs./hour</td> <td>1</td> </tr> <tr> <td>Bar Bender</td> <td>100 kgs./hour</td> <td>1</td> </tr> <tr> <td>Welding Machine</td> <td>150-300 amperes</td> <td>1</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Concrete Mixer	1 bagger	1	Concrete Vibrator	1 cu.m./hour	1	Bar Cutter	100 kgs./hour	1	Bar Bender	100 kgs./hour	1	Welding Machine	150-300 amperes	1									
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>																										
Concrete Mixer	1 bagger	1																										
Concrete Vibrator	1 cu.m./hour	1																										
Bar Cutter	100 kgs./hour	1																										
Bar Bender	100 kgs./hour	1																										
Welding Machine	150-300 amperes	1																										
12	<i>No further instructions.</i>																											
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> <ol style="list-style-type: none"> a. The amount of not less than PhP 130,000.00(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 PhP 325,000.00 (5%) of ABC, if bid security is in Surety Bond. 																											
20	List licenses and permits relevant to the Project and the corresponding law requiring it: Building Permit.																											
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.																											

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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

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

4. **The Contractor's Obligations**

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

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

5. **Performance Security**

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

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

6. Site Investigation Reports

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

7. Warranty

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

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	<i>Completion of Works:</i> _____
4.1	3 days after the receipt of Notice to Proceed (NTP).
6	The site investigation reports are: _____
7.2	<i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.</i>
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 7 calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <u>Not applicable</u>
13	The amount of the advance payment is shall not exceed 15% of the total contract price and schedule of payment.
15.1	The date by which operating and maintenance manuals are required is <u>not applicable</u> The date by which "as built" drawings are required is <u>upon completion.</u>
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 <u>None.</u>

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

specified in the documents.

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

TECHNICAL SPECIFICATIONS

Project: Rehabilitation of Education Building
Location: WVSU-Pototan Campus, Pototan, Iloilo
Owner: WVSU-POTOTAN

I. GENERAL

- 1.1 All work shall be under the direct supervision of the undersigned Civil Engineer or his duly authorized representative;
- 1.2 All permits shall be secured by the Owner before the commence of the work.
- 1.3 All measures to ensure the health and safety of the construction personnel shall be enforced. SAFETY FIRST Policy should always be the priority;
- 1.4 All construction costs shall be borne by the Contractor unless otherwise directly stipulated in this specifications or in the Contract;
- 1.5 All materials and equipment to be utilized in the completion of the project must be approved by the owner or his representative.

II. CLEARING & GRUBBING

- 2.1 The site shall be cleared of all debris from demolition of existing structures and project site shall be enclosed by a temporary fence;
- 2.2 Trees and other vegetation that may hamper the work shall be removed from the site and shall be properly disposed of;
- 2.3 All construction materials, debris, wastes must be removed from the project site after completion of the project.

III. TEMPORARY FACILITIES

3.1 General Conditions:

- Stay-in personnel shall be provided with adequate facilities such as, temporary houses/bunker, toilet, water supply or containers, lights and others for the duration of their stay.
- Storage facilities shall be provided for materials and fuel requirements and shall be properly secured.

3.2 Enclosure (Whole Structure and Perimeter of Project Area)

- Ground Floor enclosure shall be 0.40mm thick Ordinary Corrugated GI Sheets in bamboo frame up to 2.40 meter high
- Succeeding floors enclosure shall be fish nets or its equivalent (max up to 6mm opening) in bamboo frame up to the last floor levels.

3.3 Temporary Office

- Area and room for construction supervision site office of the consultants shall be provided by the owner but office furnitures (tables, chairs, presentation boards, etc) shall be provided by the contractor;
- Temporary toilet shall be provided by the contractor;

3.4 Communication, Power and Water (Office Only)

- All communication equipment (telephone, two-way radio, multi-media projector, etc) necessary for project supervision of the consultant shall be provided by the contractor;
- Temporary water supply and power installations; power and water bills shall be borne and provided by the contractor.

IV. CONSTRUCTION SAFETY

- Personnel shall be provided with Personal Protective Equipment by the contractor and shall be used every time they are performing their tasks.

- Construction Safety and Health shall be observed and implemented during construction.
- A safety and health program shall be required from the contractor and shall be approved by the owner.
- Safety officer must be always present in the job site to ensure safety observance of safety and health.
- Work will not be commenced unless toolbox meeting is being undertaken daily for instruction and safety purposes.
- Safety officer must submit a monthly report on monitoring and evaluation of the safety program.

V. PERMITS AND FEES

- All documents in the possession of the owner req, for the processing of permits/licenses shall be provided and to be processed by the contractor with contractor and the consultant. Fees shall be borne by the contractor;
- The contractor must submit to the owner a logbook of attendance of all personnel/workers before the end of the contract;

VI. EARTHWORKS

- 6.1 All excavation shall be done using excavating equipment whenever possible and shall continue up to the desired elevation as determined by the undersigned Civil/Structural Engineer;
- 6.2 All excess materials shall be disposed of properly as per approval of the consultant and in conformity with the Owner;
- 6.3 Backfilling and filling shall be done at a layer of not more than 200mm thick and shall be compacted by an approved means;
- 6.4 All excavation shall be covered after footings, footing tie beams, shear walls and columns below Lower Ground floor line are poured upon.
- 6.5 All ground floor slabs shall lie on a compacted layer of sand and gravel not less than 100mm in thickness;
- 6.6 All foundation/footings shall be poured on top of a compacted gravel/rock (50 mm – 100 mm diameter) of thickness not less than 100mm;
- 6.7 Soil poisoning shall be done all throughout the construction ground area before concrete is poured. DDT and Chlordane must not be used as poisoning agent.

EXECUTION (source: Zero Pest Philippines)

- 6.7.1 At the time soil treatment is to be done, the soil to be treated shall be in friable condition or at sufficiently low moisture content to allow a uniform distribution and proper penetration to the soil. Application should not be made immediately after heavy rain. The termiticide solution shall be applied as a coarse spray to provide a uniform distribution of termiticide solution on the soil surface. The termiticide solution shall be applied at least two (2) hours prior to placement of concrete which will be in contact to the treated material.
- 6.7.2. Foundation and Basement Walls
Apply the termiticide solution at the rate specified by the termiticide manufacturer near the level of the bottom trench or near the top of the footing before any soil backfill is placed.
Coordinating closely with construction to apply the termiticide solution for every 0.3 meter of depth of backfill until grade is reached.
- 6.7.3. Soil Poisoning Before Pouring of Flooring
For overall treatment, apply 4 liters of the termiticide solution per square meter of slab foundation. Spraying must be done when the foundation bed has been completed and ready for pouring of concrete. In critical areas such

as openings for utility pipes, ducts, conduits, etc., additional 4 liters of the termiticide solution must be applied per linear meter. For exterior perimeter of this foundation bed or at the side of the wall, an additional 5 liters of termiticide solution will be applied per linear meter.

VII. REINFORCED CONCRETE WORK

- 7.1 All works shall be done in accordance with the provisions of the National Structural Code of the Philippines for reinforcing bars and concreting works.
- 7.2 All cements shall be Portland (type I) cement and the brand shall be approved by the undersigned civil engineer. Palitada King cement shall be used only for plastering and not for the building structural components.
- 7.3 All aggregates shall be approved by the undersigned. Fine aggregates shall be washed sand passing sieve #4.
- 7.4 Coarse aggregate shall be crushed gravel or screened gravel with sizes not bigger than 38 mm in diameter. Uniform sizes are recommended but other combination shall be approved by the undersigned.
- 7.5 Water used for mixing concrete shall be potable water free from organic and non-organic materials that may hamper the strength of the mix.
- 7.6 Admixtures to enhance concrete mix performance are encouraged but it shall be approved by the undersigned.
- 7.7 A cement:sand:gravel ratio of 1:2:4 by volume shall be used for foundation elements and a ratio of 1:2:3 by volume shall be used for columns, beams, slabs and stairs, in the absence of a design mix.
- 7.8 A design mix for water/cement ratio shall be determined first before pouring any of the structural elements and shall have the following target strengths (f_c'):
- For foundation footings and tie beams ----- 21 MPa (3 ksi);
 - For Shear walls, slabs, columns, beams, canopy and other reinforced concrete part of the superstructure ----- 21 MPa (3 ksi);
 - Sampling and testing of concrete cylinder samples (3 for each) shall be done for every 20 cu.m. of concrete or fraction thereof for the following structural components:
 - * Foundations
 - * Shear Walls
 - * Columns
 - * Beams and Slabs
 - Testing of concrete cylinder samples shall done at the 7th, 14th, and 28th day after sampling.
- 7.9 Concrete Curing – constantly wetting of fresh concrete with water shall be done at least seven (7) days after pouring. Cover fresh concrete with acceptable material to retain moisture.
- 7.10 Placement and Removal of Forms
- Foundation – column reinforcement shall be properly braced so as not to move in any manner after concrete pouring of footings. Column forms shall be installed after at least three (3) days after pouring of footing.
 - Columns and shearwall forms shall be removed only at least three (3) days after pouring of concrete. Proper measures must be implemented so as not to cause movement of reinforcement during form removal.
 - Beams and slabs forms shall be removed at least 14 days after pouring of concrete but shoring shall be reinstalled to support the beams and slabs for twenty eight (28) days.
- 7.11 All reinforcing bars shall be deformed bars.
- Grade 40 for bars 20mm diameter and higher and Grade 33 for 16mm diameter bars and smaller;

- Refer to the plans for bar splicing, joints, hooks and other connection details;
- 7.12 Pre-cast slab shall be allowed only upon the design of the undersigned.
- 7.13 Concrete covers shall be at least 20mm for beams & slabs and shall be at least 40 mm for columns, footings and footing tie beams.

VIII. CARPENTRY WORKS

8.1 Forms and Falseworks/Scaffoldings

- Forms shall be coco lumber or good lumber of good quality. Plywood forms shall be at 6mm thick ordinary plywood or its equivalent;
- Falseworks/scaffoldings shall be composed of bamboo, coco lumber with a minimum size of 2" x 3" and of good quality, or be made of structural steel sections properly designed and installed;
- No concrete pouring shall be done without the approval of the undersigned for the installed forms and falseworks.
- All unsuitable lumber must be removed from site or shall be chopped for other purposes.

8.2 Ceiling Works

- Ceiling boards shall be 3.5mm thick Hardilite or its equivalent;
- Ceiling frames shall be of metal studdings spaced at 1.20m on centers bothways and metal furrings spaced at 0.60m on centers bothways;
- Metal furring hangers shall be at every 1.20 m on centers bothways and shall be connected to a provided steel bars attached to the underneath of the reinforced concrete slab;
- Connectors shall at least 3mm dia blind rivets spaced of not more than 200mm on centers along the lines of the metal studdings and furrings;

8.3 Doors

- All Panel doors must be Kiln Dried wood;
- All door jambs shall be S4S Kiln Dried Wood with a minimum size of 50 x 150mm;
- All aluminum framed doors and jambs shall be analok finish with 6mm bronze glass with complete fittings;
- Use "Yale" brand hinges and door lockset or its equivalent quality;
- Provide a fabricated metal barrel bolt for as primary lock for main door and exit doors.

8.4 Windows

- All windows shall be Aluminum Analok finish with 6mm thick bronze glass whether fixed, sliding or awning types;
- All gaps shall be filled with sealant and all possible water leaks plugged;

8.5 Toilet cubicles

- All cubicles indicated in the plans shall be laminated wood panel installed in aluminum or steel frame.
- Well secured stainless grab bar be provided for the PWD comfort rooms;

IX. MASONRY WORKS

9.1 CHB Walls

- All non-bearing concrete hollow blocks (CHB) to be utilized in the project shall be inspected and approved by the undersigned;
- Lower ground and Upper ground Concrete Hollow Blocks shall be 150mm thick (compressive strength = 750 psi) with 10mm dia bar reinforcements spaced at 0.60m on centers bothways;
- Second, third and roof walls concrete hollow blocks shall be 100mm thick (compressive strength = 750 psi) with 10mm dia reinforcing bars spaced at 0.60m on centers bothways;

- Lintel beams for wall openings shall have a minimum reinforcements of 2-10mm dia top and bottom bars with 10mm dia ties spaced at 200mm on centers;
- Wall openings shall be reinforced with at least 10mm dia bars along its perimeter;
- All exposed concrete shall be plastered with cement mortar and shall be leveled and smoothed.

9.2 Tileworks

- All tiles to be utilized in the project shall be approved by the owner or his representative;
- Floor tiles shall be 600 x 600mm Granite tiles, properly installed and grouted;
- Wall tiles for comfort rooms shall be 300 x 300mm Ceramic or granite tiles, properly installed, grouted and provided with tile trim at the ends and joints;
- Cement mortar base for tile installation with thickness of more than 40mm shall be reinforced with welded wire.

9.3 Stone Claddings

- All stone claddings to be utilized in the project shall be approved by the owner or his representative;

9.4 Concrete mouldings

- All concrete decorative mouldings shall be reinforced with at least 2-9mm dia reinforcing bars;

9.5 All exterior walls exposed to weather shall be waterproofed. Boysen Flexibond is recommended or its equivalent quality.

X. STRUCTURAL STEEL WORKS

10.1 All structural steel shall be A36 steel with yield strength of $f_y = 248$ MPa.

10.1.1 All connections shall be welded and with fillet size according to the provisions of the National Structural Code of the Philippines.

10.2 Roof Framings

- Base steel plate shall have a thickness of 5.5 mm with 4-16mm dia. Anchor bolts;
- Top and bottom chords of trusses shall be 2- Angles 50 x 50 x 5.5mm;
- Web members of trusses shall be 2-Angles 40 x 40 x 5.5mm;
- Purlins shall be 50x100x1.20mm C purlins spaced at 0.60 m on centers with 12mm dia sag rods spaced at maximum of 1.50m on centers;

10.3 Fire escape

- All structural elements shall be A36 steel;
- Fire ladder shall be 2-Angles 50x50x5.5mm frame, Angle 50x50x5.5mm steps with #2 steel matting flooring;
- Fire escape floor shall be in Angles 50x50x5.5mm framing with #2 steel matting flooring;
- Fire escape railing shall be 50x50x 1.50mmmm steel tubing hand rail and 2 - 25 x 25 x 1.5mm tubing posts and 10mm dia round bar guard rail;

10.4 Hangers for Fire Suppressant Canister shall be Angle 50x50x5.5mm;

10.5 All elements shall be painted with metal primer paint or epoxy primer paint.

XI. FINISHES

11.1 Painting

- All surfaces shall be smoothed with skim coat or masonry putty, sanded and neutralized;
 - Paint primer shall be applied and followed by at least two top coats or until desired color is achieved;
 - All exterior and interior surfaces shall be painted cement finish unless specified otherwise. All paints shall be BOYSEN PAINTS or its equivalent quality;
- 11.2 Stair Railings
- All stair railings shall be 38mm dia stainless steel pipe hand rail and vertical posts with 12mm stainless steel round bar as guard rail;

XII. ELECTRICAL WORKS

- 12.1 All electrical installations shall be in accordance with the provisions of the National Electrical Code of the Philippines and shall be under the direct supervision of a registered Electrical Engineer or his representative.
- 12.2 All switches and convenience outlets (universal) shall be Panasonic brand or its approved equivalent quality.
- 12.3 Switches shall be located 1200mm from the finish floor line while convenience outlets shall be located 300mm from the finish floor line unless otherwise specified.
- 12.4 All wires embedded in concrete shall be inside a PVC conduit or its equivalent flexible PVC pipe.
- 12.5 All electrical fixtures shall be approved for use by the owner or his representative;
- 12.6 All other Specifications not found in the Technical Specification, please refer to specification indicated in the plan.

XIII. PLUMBING INSTALLATIONS

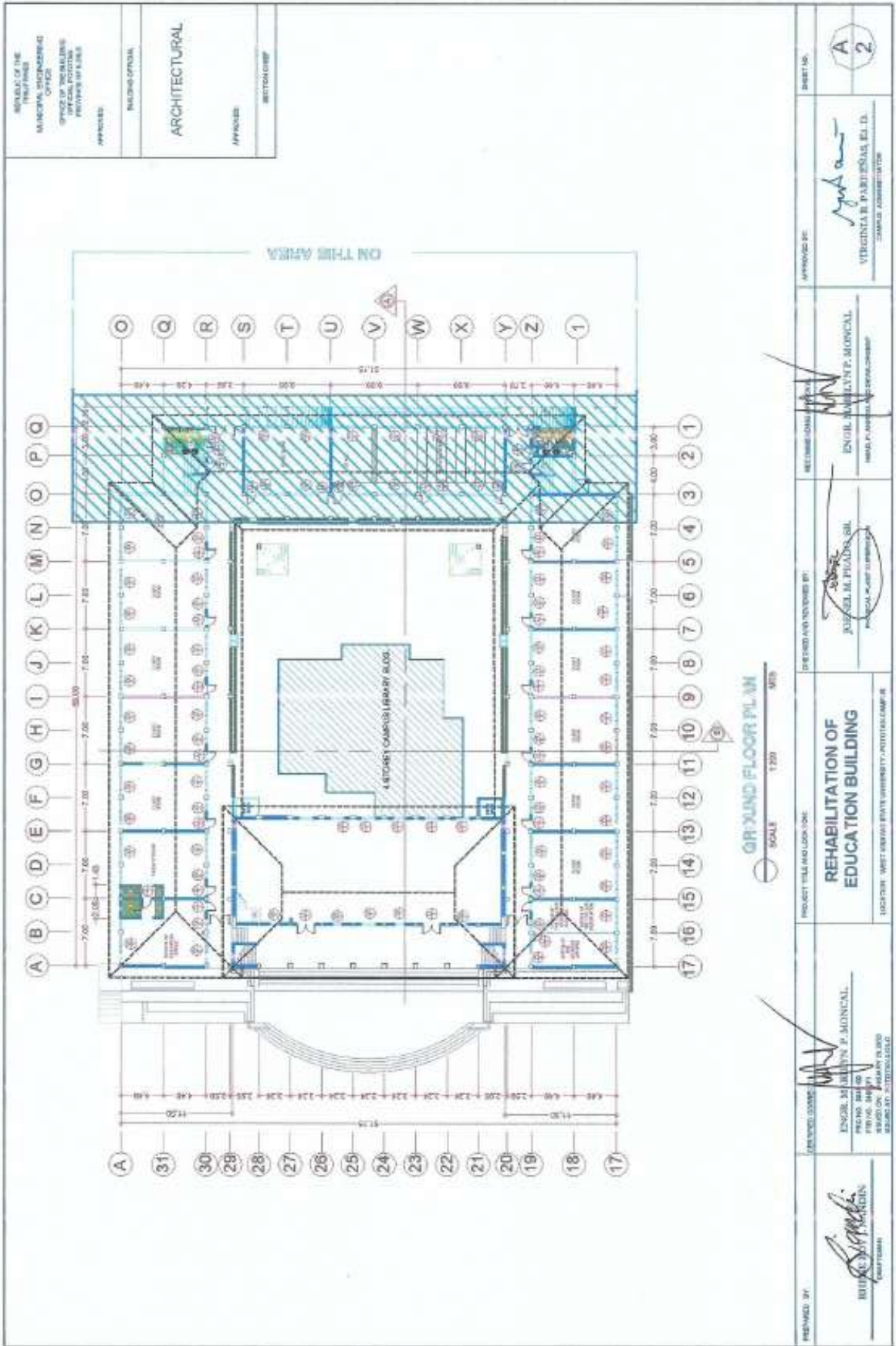
- 13.1 All plumbing installations shall conform with the provisions of the National Plumbing Code of the Philippines and shall be under the direct supervision of a licensed Sanitary Engineer or his representative.
- 13.2 All sanitary lines shall be PVC (at least series 1000) using Atlanta brand or its approved equivalent quality. Main sewage pipe shall be at least 100mm in diameter while sewer collection pipe shall be at least 50mm in diameter.
- 13.3 All water supply lines shall be Schedule 40 G.I. pipes and fittings. Service lines shall be at least 25mm in diameters while distribution lines shall be at least 12mm in diameter;
- 13.4 All sewer lines outside the building shall be Reinforced Concrete Pipes with at least 300mm diameter.
- 13.5 All plumbing fixtures must be brand new and made of chrome plated metal or stainless steel as specified.

This specification is made to guide the builder in the kind of materials that will be utilized to complete the project. Any conflict that may arise in the choices shall be decided upon by the undersigned.

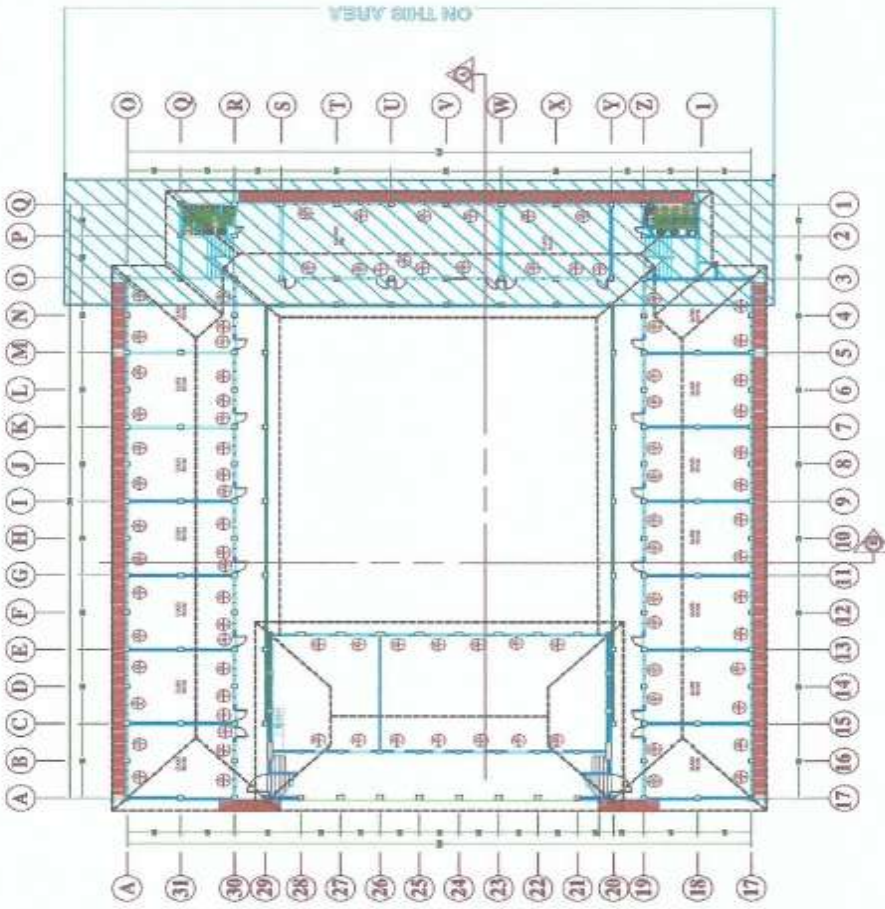
Section VII. Drawings

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

<p>REGISTERED ARCHITECT MUNICIPAL ENGINEERING OFFICE OFFICE: 1400 N. 10th Street FAYETTEVILLE, AR 72701 PHONE: (501) 326-1100 FAX: (501) 326-1101 WWW: www.municipal-engineering.com</p>	<p>ARCHITECT'S NOTES</p>	<p>LAND USE & ZONING</p>	<p>LINE & GRADE</p>	<p>ARCHITECTURAL</p>	<p>STRUCTURAL</p>	<p>SANITARY</p>	<p>ELECTRICAL</p>	<p>MECHANICAL</p>	<p>SCALE: 1/8" = 1'-0"</p> <p>DATE: 10/20/2010</p> <p>PROJECT NO: 10-001</p>			
<p>REHABILITATION OF EDUCATION BUILDING</p> <p>PROJECT NO: 10-001</p> <p>DATE: 10/20/2010</p>									<p>DESIGNED BY: <i>[Signature]</i> CHECKED BY: <i>[Signature]</i> PROJECT NO: 10-001 DATE: 10/20/2010</p>	<p>DATE: 10/20/2010</p> <p>PROJECT NO: 10-001</p> <p>DATE: 10/20/2010</p>	<p>DATE: 10/20/2010</p> <p>PROJECT NO: 10-001</p> <p>DATE: 10/20/2010</p>	<p>DATE: 10/20/2010</p> <p>PROJECT NO: 10-001</p> <p>DATE: 10/20/2010</p>



MUNICIPAL ENGINEERING
 DIVISION
 MUNICIPAL ENGINEERING
 DIVISION
 ARCHITECTURAL
 DIVISION



SECOND FLOOR PLAN
 SCALE 1/200 MTS

	PROJECTED BY VIRGILIO B. PUNZALAN, Ed.D. CHIEF ENGINEER	PROJECTED BY 	SHEET NO. A 3
PROJECTED BY ENGR. ALBERTO P. BRUNCI REGISTERED PROFESSIONAL ENGINEER NO. 10147-10148	CHECKED BY 	PROJECTED BY 	SHEET NO. A 3
PROJECTED BY ENGR. ALBERTO P. BRUNCI REGISTERED PROFESSIONAL ENGINEER NO. 10147-10148	CHECKED BY 	PROJECTED BY 	SHEET NO. A 3
PROJECTED BY ENGR. ALBERTO P. BRUNCI REGISTERED PROFESSIONAL ENGINEER NO. 10147-10148	CHECKED BY 	PROJECTED BY 	SHEET NO. A 3

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime

Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

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

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

Name of Project: Rehabilitation of Education Building
 Location: WVSU-PC, Pototan, Iloilo

BILL OF QUANTITIES

	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
I.	General Requirements (include permits bldg. & occupancy); electrical & water bills; enclosure, signages; asbuilt plans, etc.)	1	lot		
II	Soil Poisoning	185.25	sq.m.		
III.	Demolition and Hauling	129	sq.m.		
IV.	Flooring (Second Floor)	189	sq.m.		
V.	Ceiling Works	1102.5	sq.m.		
VI.	Doors, Windows and Glass Walls				
	6.1 Doors	21	units		
	6.2 Windows	126.72	sq.m.		
	6.3 Glass Walls	16.8	sq.m.		
VII.	Tileworks				
	7.1 Ground & Second Floors (Rooms & CRs)	858	sq.m.		
VIII	Plumbing Works				
	8.1 Plumbing works & accessories	6	units		
IX.	Reinforced Concrete Works (Ground Floor)				
	9.1 Concrete Works (flooring & stage)	81.2	cu.m.		
	9.2 Reinforcing Bars	276.42	kgs		
X.	Painting Works	1	lot		
XI.	Electrical, Electronic and FDAS	1	lot		
	TOTAL PROJECT COST				

Name of Project: Rehabilitation of Education Building

Location: WVSU-PC, Pototan, Iloilo

DETAILED ESTIMATES

	DESCRIPTION	UNIT	QTY.	NO. OF DAYS	UNIT COST	TOTAL COST
I.	General Requirements (include permits bldg. & occupancy); electrical & water bills; enclosure, signages; asbuilt plans, etc.)	lot	1			
II	Soil Poisoning	sq.m.	185.25			
III.	Demolition and Hauling	sq.m.	129			
A	Labor Cost:					
	Foreman		1			
	Mason/Carpenter		2			
	Laborers		10			
	Sub-Total					
B	Equipment Cost (Fuel, Oil, etc.)					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					
IV.	Flooring (Second Floor)					
	Flooring	sq.m.	189			
A.	Materials Cost (Second Floor)					
	Phenolic Board (3/4 x 4 x 8)	pcs.	66			
	C-Purlins	pcs.	108			
	Angle Bar	pcs.	198			
	10mm dia x 6m RSB	pcs.	540			
	Welding Rod	pcs.	39			
	Sub-Total					
B	Labor Cost:					
	Mason/Carpenter		2			
	Laborers		2			
	Sub-Total					
C	Equipment Cost (Fuel, Oil, etc.)					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					

V.	Ceiling Works					
	Ceiling Works	sq.m.	1102.5			
A.	Materials Cost					
	Hardilite	pcs.	386			
	Metal Studdings	pcs.	243			
	Metla Furrings	pcs.	3252			
	Wall Angle	pcs.	243			
	Blind Rivets 1/8 x 1/2	pcs.	12602			
	Sub-Total					
B	Labor Cost:					
	Carpenter		2			
	Laborers		2			
	Sub-Total					
C	Equipment Cost (Fuel, Oil, etc.)					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					
VI.	Doors, Windows and Glass Walls					
	6.1 Doors	units	21			
A.	Materials Cost					
	D2(0.90 x 2.1 Panel Door w/ .5x.15m Wood Jamb)	units	11			
	D3(0.80 x 2.1 Flushed Door)	units	8			
	D4(0.60 x 2.1 Flushed Door)	units	2			
	Door Jamb	units	21			
	LP Hinges 3.5 x 3.5"	pairs	63			
	Door Lock set	units	21			
	Barrel bolts 4"	units	21			
	Sub-Total					
B	Labor Cost:					
	Carpenter		2			
	Laborers		2			
	Sub-Total					
C	Equipment Cost (Fuel, Oil, etc.)					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					

	6.2 Windows	sq.m.	126.72			
A.	Materials Cost and Labor Cost					
	3.0x1.60m Sliding Window in Alum Frame w/ 6mm thk Bronze Glass	sq.m.	57.6			
	3.60x1.60m Slide Window in Alum Frame w/ 6mm thk Bronze Glass	sq.m.	69.12			
	Sub-Total					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					
	6.3 Glass Walls	sq.m.	16.8			
A.	Materials Cost & Labor Cost					
	7m x 2.4m Glass wall with aluminum frame	sq.m.	16.8			
	Sub-Total					
B	Labor Cost:					
	Carpenter					
	Laborers					
	Sub-Total					
C	Equipment Cost (Fuel, Oil, etc.)					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					
VII.	Tileworks					
	7.1 Ground & Second Floors (Rooms & CRs)	sq.m.	858			
A.	Materials Cost					
	Floor Tiles 600 x 600mm	sq.m.	1775			
	Floor Tiles 300 x 300mm	sq.m.	4225			
	Tile Trim (8')	pcs.	135			
	Cement	bags	48			
	ABC Grout	kgs	75			
	Sub-Total					
B	Labor Cost:					

	Masons		4			
	Laborers		4			
	Sub-Total					
C	Equipment Cost (Fuel, Oil, etc.)					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					
VIII	Plumbing Works					
	8.1 Plumbing works & accessories	units	6			
A.	Materials Cost					
	Water Closet w/ complete fittings & accessories	set	12			
	Urinals with complete fitting & accessories	set	8			
	Lavatory with complete fitting & accessories	set	8			
	Miscellaneous (pipelines, pipes, etc.)	lot	1			
	Sub-Total					
B	Labor Cost:					
	Plumber		2			
	Laborers		4			
	Sub-Total					
C	Equipment Cost (Fuel, Oil, etc.)					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					
IX.	Reinforced Concrete Works (Ground Floor)	cu.m.	81.2			
	9.1 Concrete Works (flooring & stage)					
A.	Materials Cost					
	Portland Cement	bags	747			
	Gravel	cu.m.	82			
	Sand	cu.m.	57			
	Plywood	pcs.	10			
	Form Lumber	bd.ft.	960			
	CHB (4 x 8 x 16)	pcs.	110			

	CWN	kgs.	450			
	Sub-Total					
B	Labor Cost:					
	Mason/Carpenter		7			
	Laborers		7			
	Sub-Total					
C	Equipment Cost (Fuel, Oil, etc.)					
	Concrete Mixer		1			
	Concrete Vibrator		1			
	Sub-Total					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					
	9.2 Reinforcing Bars					
	Slab (flooring and stage)	kgs	276.42			
A.	Materials Cost					
	10mm dia x 6m	kgs.	276.42			
	GI Wire	kgs	109.00			
	Sub-Total					
B	Labor Cost:					
	Steelman		3			
	Laborers		3			
	Sub-Total					
C	Equipment Cost (Fuel, Oil, etc.)					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					
X.	Painting Works	lot	1			
A.	Material Cost					
	Latex Paint:					
	Burger Brown	gals.	10			
	Orange Spray	gals.	40			

	Cream Surprise	gals.	40			
	White	gals.	20			
	Enamel White	gals.	10			
	Roller Brush	pcs	5			
	Brush (in different sizes)	pcs	10			
	Other Miscellaneous	lot	1			
B	Labor Cost					
	Sub-Total					
C	Equipment Cost (Fuel, Oil, etc.)					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					
XI.	Electrical, Electronic and FDAS	lot	1			
	11.1. Electricals					
A	Materials Cost					
	LED Lights, etc.	pcs.	200			
	THHN Wires (different sizes), etc.	boxes	20			
	Switches, C.O., etc.	pcs.	100			
	Race way, orange pipes, etc.	pcs.	100			
	Other Miscellaneous	lot	1			
B	Labor Cost					
	Sub-Total					
C	Equipment Cost (Fuel, Oil, etc.)					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					
	11.2. Electronics					
A	Materials Cost					
	Cable (CAT6 - D-Link)	boxes	10			
	UTP Cable outlet	pcs	100			
	24 ports Patch panel for CAT 6 cable	pcs	6			
	RJ-45, connectors, etc.	pcs	1,500			
	Race way, etc.	pcs	100			
	Other Miscellaneous	lot	1			
B	Labor Cost					

	Sub-Total					
C	Equipment Cost (Fuel, Oil, etc.)					
	Total Direct Cost (EDC)					
	Indirect Cost (IDC)					
	Overhead, Contingencies & Misc. (OCM) Expenses					
	Contractor's Profit					
	Value Added Tax (VAT)					
	Total Indirect Cost (IDC)					
	TOTAL COST					
	Unit Cost					
	TOTAL PROJECT COST					

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

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
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (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; **and**
- (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (r) Cash Flow by Quarter.

Bid Form for the Procurement of Infrastructure Projects
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign

¹ currently based on GPPB Resolution No. 09-2020

and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

1. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing 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.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

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

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Name of Supplier]

Acknowledgment

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

