

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# **Procurement of INFRASTRUCTURE PROJECTS**

Government of the Republic of the Philippines

*IB No. 2024-15*

*ARCHITECTURAL & ENGINEERING WORKS OF SOTE  
ANNEX BUILDING AT WVSU-JANIUAY CAMPUS*

*Php5,000,000.00*

**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.

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## ***Glossary of Terms, Abbreviations, and Acronyms***

**ABC** –Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

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

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-

personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

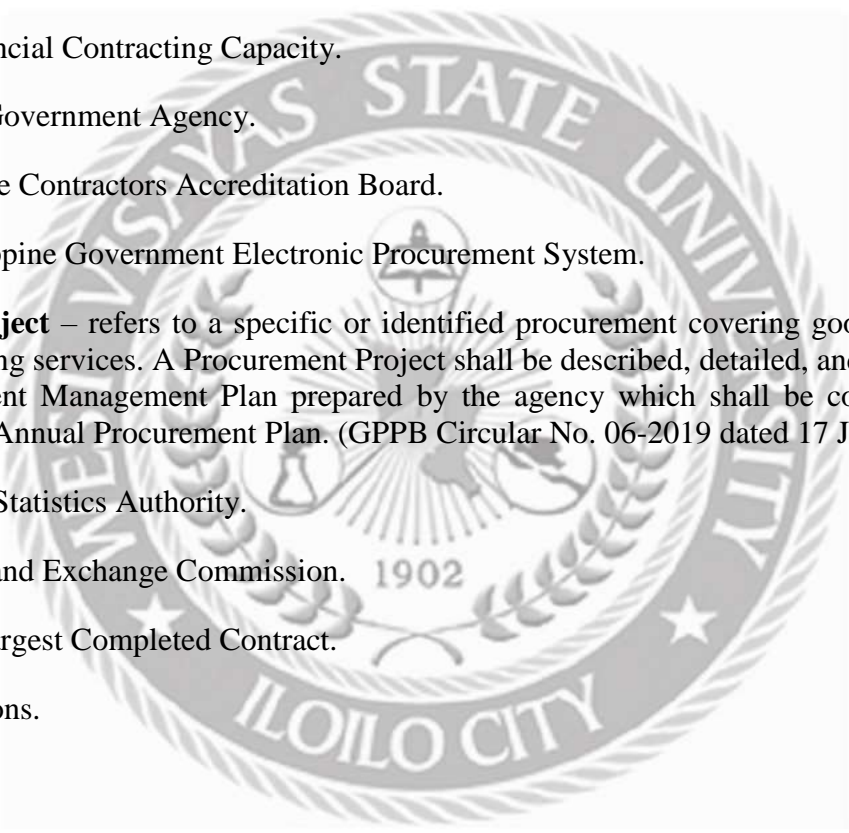
**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.





# West Visayas State University

(Formerly Iloilo Normal School)

Procurement Division/ Bids and Awards Committee Secretariat Office

Luna St., La Paz, Iloilo City 5000

Iloilo, Philippines

\* Trunkline: (063) (033) 320-0870 loc1103/1104 \* Telefax No.: (033) 320-0879

\* Website: [www.wvsu.edu.ph](http://www.wvsu.edu.ph) \* Email Address: [govtproc@wvsu.edu.ph](mailto:govtproc@wvsu.edu.ph)



## Invitation to Bid for

### **ARCHITECTURAL AND ENGINEERING WORKS OF SOTE ANNEX BUILDING AT WVSU-JANIUAY CAMPUS - IB No. 2024-15**

1. The West Visayas State University, through the Special Trust Fund (unexpended balances of 2023) intends to apply the sum of Five Million Pesos (Php5,000,000.00) Only being the Approved Budget for the Contract (ABC) to payments under the contract for Architectural and Engineering Works of SOTE Annex Building at WVSU-Janiuay Campus. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The West Visayas State University now invites bids for the above Procurement Project. Completion of the Works is required ninety (90) 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 West Visayas State University, BAC Secretariat Office, Administration Building and inspect the Bidding Documents at the address given below from 8:00 A.M. – 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested bidders on April 24 – May 15, 2024, 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 Php5,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
6. The West Visayas State University will hold a Pre-Bid Conference<sup>1</sup> on May 03, 2024; 10:00 A.M. through videoconferencing/webcasting via google meeting platform (for registration of interested bidders, please send your request to this address: [govtproc@wvsu.edu.ph](mailto: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 May 15, 2024; 10:00 A.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 May 15, 2024; 10:00 A.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 with separate password for technical and financial component envelope. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (Php1,000,000) where the Procuring Entity may not hold a pre-bid conference.

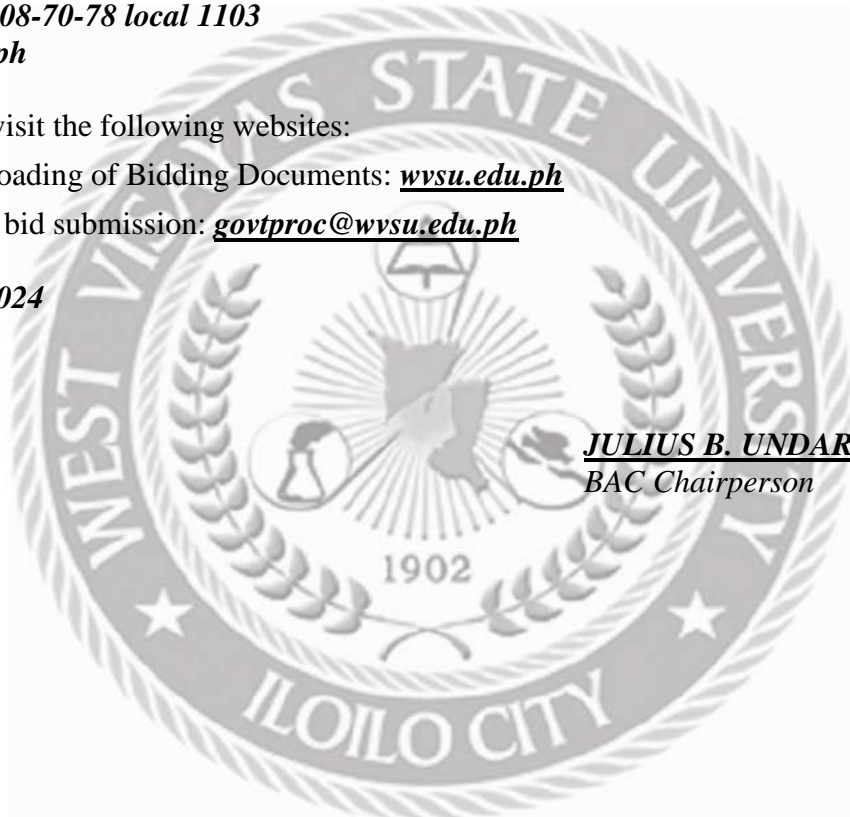
10. Requiring the Bidders to submit their bids using a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope and disclose the password for accessing their respective bid submission only during 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 Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

**ROSALIE C. QUICOY**  
**Head, BAC Secretariat**  
**West Visayas State University**  
**BAC Secretariat Office, Administration Building**  
**Luna St., La Paz, Iloilo City, 5000**  
**govtproc@wvsu.edu.ph**  
**(033) 320-08-70-78 local 1103**  
**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**

**April 24, 2024**

**JULIUS B. UNДАР**  
**BAC Chairperson**





## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, West Visayas State University invites Bids for the Architectural and Engineering Works of SOTE Annex Building at WVSU-Janiuay Campus, with Project Identification Number IB No. 2024-15.

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 Special Trust Fund (unexpended balances of 2023) in the amount of Five Million Pesos (Php5,000,000.00) Only.

2.2. The source of funding is:

- a. NGA, Special Appropriations Special Trust Fund (unexpended balances of 2023).

### **3. Bidding Requirements**

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

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

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

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

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

### **5. Eligible Bidders**

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI,

except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## 6. Origin of Associated Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2 *Not applicable*
- 7.3 *Not applicable*
- 7.4 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 meeting platform (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 September 12, 2024. 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

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: <b><u>Architectural and Engineering Works.</u></b>																					
7.1	<b><i>Subcontracting is not allowed.</i></b>																					
10.3	<b><i>PCAB License: Small B; License Category: C &amp; D</i></b>																					
10.4	The key personnel must meet the required minimum years of experience set below:  <b><i>No personnel must occupy more than two (2) positions in the list of the contractor's key personnel to be assigned to the contract to be bid. The submission should include curriculum vitae of the key personnel including licenses; 1. Valid PRC license for registered Engineers, Architects and Master Plumber; 2. Certificate of Accreditation as Materials Engineer issued by DPWH and 3. Certificate of completion of DOLE prescribed training (COSH) for Safety Officer.</i></b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b><i>Key Personnel</i></b></th> <th style="text-align: left;"><b><i>General Experience</i></b></th> <th style="text-align: left;"><b><i>Relevant Experience</i></b></th> </tr> </thead> <tbody> <tr> <td><i>Project Engineer</i></td> <td><i>Building Construction</i></td> <td><i>at least 3 years</i></td> </tr> <tr> <td><i>Architect</i></td> <td><i>Building Construction</i></td> <td><i>at least 3 years</i></td> </tr> <tr> <td><i>Foreman</i></td> <td><i>Building Construction</i></td> <td><i>at least 3 years</i></td> </tr> <tr> <td><i>Materials Engineer</i></td> <td><i>Building Construction</i></td> <td><i>at least 3 years</i></td> </tr> <tr> <td><i>Safety Officer</i></td> <td><i>Building Construction</i></td> <td><i>at least 3 years</i></td> </tr> </tbody> </table>	<b><i>Key Personnel</i></b>	<b><i>General Experience</i></b>	<b><i>Relevant Experience</i></b>	<i>Project Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>	<i>Architect</i>	<i>Building Construction</i>	<i>at least 3 years</i>	<i>Foreman</i>	<i>Building Construction</i>	<i>at least 3 years</i>	<i>Materials Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>	<i>Safety Officer</i>	<i>Building Construction</i>	<i>at least 3 years</i>			
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10.5	The minimum major equipment requirements are the following: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b><i>Equipment</i></b></th> <th style="text-align: left;"><b><i>Capacity</i></b></th> <th style="text-align: left;"><b><i>Number of Units</i></b></th> </tr> </thead> <tbody> <tr> <td><i>Welding Machine</i></td> <td><i>Power Voltage: 220V; Rated Input Capacity: 3.8 kVA; Input Voltage Frequency: 60 Hz</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Electric Drill</i></td> <td><i>Rating Input: 450W; Capacity: Steel: 10mm Wood: 25mm; RPM: 0-3,400</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Electric Chipping Gun</i></td> <td><i>Nominal Voltage: 230 V/AC; Power Input: 1500W &amp; Power Output: 810W</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Electric Cut-off Machine</i></td> <td><i>Rated input power: 2300 W and No-load speed: 4,100 rpm</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Electric Angle Grinder</i></td> <td><i>Rated input power: 710W; No-load speed: 12,000 rpm</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Dump/ Hauling Truck</i></td> <td><i>Drum Box Capacity: 4.5 cu.m.</i></td> <td style="text-align: center;"><i>1</i></td> </tr> </tbody> </table>	<b><i>Equipment</i></b>	<b><i>Capacity</i></b>	<b><i>Number of Units</i></b>	<i>Welding Machine</i>	<i>Power Voltage: 220V; Rated Input Capacity: 3.8 kVA; Input Voltage Frequency: 60 Hz</i>	<i>1</i>	<i>Electric Drill</i>	<i>Rating Input: 450W; Capacity: Steel: 10mm Wood: 25mm; RPM: 0-3,400</i>	<i>1</i>	<i>Electric Chipping Gun</i>	<i>Nominal Voltage: 230 V/AC; Power Input: 1500W &amp; Power Output: 810W</i>	<i>1</i>	<i>Electric Cut-off Machine</i>	<i>Rated input power: 2300 W and No-load speed: 4,100 rpm</i>	<i>1</i>	<i>Electric Angle Grinder</i>	<i>Rated input power: 710W; No-load speed: 12,000 rpm</i>	<i>1</i>	<i>Dump/ Hauling Truck</i>	<i>Drum Box Capacity: 4.5 cu.m.</i>	<i>1</i>
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15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than <b><u>Php100,000.00</u></b> [Insert two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than <b><u>Php250,000.00</u></b> [Insert five percent (5%) of ABC] if bid security is in Surety Bond.																					
19.2	The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.																					
20	<b><i>1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</i></b> <b><i>2. PRC License of key personnel assigned to the project.</i></b>																					
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as <b><u>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 and Contractors All Risk Insurance (CARI).</u></b>																					

## ***Section IV. General Conditions of Contract***

### **1. Scope of Contract**

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

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

### **2. Sectional Completion of Works**

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

### **3. Possession of Site**

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

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

### **4. The Contractor's Obligations**

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

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

### **5. Performance Security**

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

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to

RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

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

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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



## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

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

## *Section V. Special Conditions of Contract*

### **Special Conditions of Contract**

GCC Clause	
2	<i>Completion of the Works:</i> _____
4.1	<b>3 days after the receipt of Notice to Proceed (NTP).</b>
6	The site investigation reports are: _____.
7.2	<p><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:]</i> Fifteen (15) years.</p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p>
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 7 <i>calendar days</i> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <b><i>Not applicable.</i></b>
13	The amount of the advance payment is <b><i>shall not exceed 15% of the total contract price and schedule of payment.</i></b>
14	<i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment. <b><i>No further instructions.</i></b>
15.1	<p>The date by which operating and maintenance manuals are required is <b><i>not applicable.</i></b></p> <p>The date by which "as built" drawings are required is <b><i>upon completion.</i></b></p>
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 <b><i>None.</i></b>

# ***Section VI. Specifications***

**Project Title** : Architectural and Engineering Works of SOTE Annex Building at WVSU-  
Janiuay Campus

**Location** : WVSU-JANIUAY CAMPUS

## **BUILDING SPECIFICATION**

### **A. GENERAL REQUIREMENTS**

1. THE STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS, THE

ARCHITECTURAL, CIVIL, PLUMBING, ELECTRICAL AND MECHANICAL DRAWINGS.

2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE, WHICH SHALL

INCLUDE THE DIMENSION AND LOCATION OF OPENINGS, GROOVES, REGLETS, PIPE SLEEVES,

CONDUITS AND EMBEDDED OR ATTACHED ITEMS TO CONCRETE, ET CETERA.

3. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT EXISTING AND

NEW CONSTRUCTION. THIS SHALL INCLUDE BUT NOT LIMITED TO BRACING AND SHORING FOR

LOAD IMPOSED DURING CONSTRUCTION.

4. ALL FOUNDATIONS SHALL REST ON 50MM THICK LEAN CONCRETE AT  $f_c = 6.895$  MPA (1000 PSI)

UNLESS NOTED OTHERWISE.

5. GENERAL NOTES AND TYPICAL DETAILS SHALL APPLY TO ALL DRAWINGS UNLESS SHOWN OR

NOTED OTHERWISE.

### **1. MOBILIZATION AND DEMOBILIZATION**

AT ALL TIMES WHEN ON SITE, THE CONTRACTOR'S (AND ASSOCIATED SUBCONTRACTORS') EMPLOYEES SHALL CONSPICUOUSLY WEAR IDENTIFICATION (ID) BADGE STATING FIRM NAME, NAME OF BEARER, AREA CLEARANCE AND PERIOD OF VALIDITY.

THE CONTRACTOR AT HIS OWN COST SHALL PROVIDE THE NECESSARY ID TO ALL OF HIS EMPLOYEES AND OR SUBCONTRACTOR'S EMPLOYEES WORKING EITHER DIRECTLY OR INDIRECTLY UNDER ITS SUPERVISION. THE OWNER SHALL PROVIDE FOR DAILY REGISTRATION SHEETS TO INDICATE PRESENCE ON SITE. EACH EMPLOYEE OF THE CONTRACTOR IS OBLIGED TO SIGN HIS/HER PRESENCE ON AND OFF ON THE SHEET EVERY DAY.

AT THE REQUEST OF SITE SECURITY PERSONNEL OR SECURITY GUARD, ALL CONTRACTOR EMPLOYEES MAY BE SUBJECT TO SEARCH AND SUCH REQUEST MUST BE GRANTED.

ALL CONSTRUCTION ACTIVITIES ON SITE WILL BE MANAGED BY THE OWNER'S APPOINTED PROJECT ENGINEER. CONTRACTOR WILL BE ADVISED BY THE PERSON HOLDING THIS POSITION WHEN REQUESTING APPROVAL TO MOBILIZE TO SITE. THE CONTRACTOR'S APPOINTED ENGINEER, HEALTH &

SAFETY OFFICER SHALL CONDUCT REGULAR INSPECTIONS AND SUBMIT REPORTS IN RESPONSE TO THE CONTRACTOR'S WORK PRACTICES AND SAFETY MANAGEMENT SYSTEMS IN CONJUNCTION WITH THE OWNER.

CONTRACTOR SHALL PROVIDE THE NEEDED PERSONNEL FOR THE PROJECT WITH THE COORDINATION OF THE OWNER'S SECURITY WITH RESPECT TO THE ENTRANCE OF THE OWNER'S PREMISES. THE CONTRACTOR MUST ABIDE TO THE RULES AND REGULATIONS WHEN IT COMES TO THE HEALTH AND SAFETY PROTOCOLS IMPLEMENTED BY THE OWNER.

CONTRACTORS SHALL AT ALL TIMES KEEP THEIR WORK AREAS CLEAN AND NEAT, TIDY AND SAFE CONDITION AND REMOVE FROM SITE AND THE VICINITY WITH ANY RUBBISH, AND OTHER HAZARDS REMOVED PROMPTLY AND PROPERLY DISPOSED OF.

FIRE HAZARDS SUCH AS GARBAGE, OIL RAGS AND FLAMMABLE MATERIALS MUST BE ELIMINATED BY PROMPT REMOVAL OR OTHER CORRECTIVE ACTIONS

ALL PROTRUDING NAILS, METALS, BOLTS OR ANY HARD OBJECT THAT MAY BECAUSE INJURY SHALL BE BENT OR REMOVED OR PROTECTED.

### 3. FLOORING

#### 2.1. CONCRETE TOPPING

##### SURFACE PREPARATION

- ANY FOREIGN MATERIALS SUCH AS OILS, GREASE, WAXES, FORM RELEASE AGENTS, CURING COMPOUNDS, EFFLORESCENCE, SEALERS, SALTS, LAITANCE, OR OTHER CONTAMINANTS MUST BE EFFECTIVELY REMOVED. ABRASIVE BLASTING SHOULD BE USED TO PREPARE THE SURFACES. ALL DEBRIS SHALL BE REMOVED FOLLOWING THE CLEANING AND DISPOSED OF IN AN APPROPRIATE WASTE FACILITY.

##### PRE-MIXED SUPPLY

STANDARD: TO AS 1379, BY THE BATCH PRODUCTION PROCESS.

TYPICAL	MAXIMUM/MINIMUM	SLUMP:	95-80	MM.
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OTHER CONCRETE SLUMP MAY BE REQUIRED AS SHOWN ON THE

DRAWINGS OR IN THE PROJECT SPECIFIC

REQUIREMENTS SECTION OF REQUEST FOR TENDER

DOCUMENT. CONCRETE GRADE

EXPOSED SLABS ON GROUND - N32.

INTERNAL SLABS ON GROUND - N25.

##### CONCRETE PLACEMENT

LAYERS: PLACE CONCRETE IN LAYERS NOT MORE THAN 300 MM THICK, COMPACT THE FOLLOWING LAYER INTO PREVIOUS LAYER BEFORE PREVIOUS LAYER HAS TAKEN INITIAL SET.

## 2.2 ACRYLIC POLYMER WATERPROOFING

### SURFACE PREPERATION

- APPLIED ON BARE CONCRETE, WOOD, OR METAL THAT HAS NOT BEEN PREVIOUSLY PAINTED. EXISTING PAINT SHOULD BE TOTALLY SCRAPED OFF. NEW MASONRY SHOULD BE ALLOWED TO CURE FOR AT LEAST 14 - 28 DAYS. THE SURFACE SHOULD BE CLEAN, FREE FROM OIL, GREASE, DUST, DIRT, AND ANY LOOSE GRIT OR MORTAR. DAMPEN CONCRETE SURFACES FIRST WITH WATER BEFORE APPLYING THE ACRYLIC POLYMER WATERPROOFING MIX TO AVOID ABRUPT DRYING AND CRACKING OF THE APPLIED MODIFIED CEMENT, ESPECIALLY UNDER HOT AND SUNNY CONDITIONS.

## 2.3 ACRYLIC SOLVENT COATING

### SURFACE PREPERATION

- REMOVE THE CONCRETE LAITANCE AND OTHER IMPURITIES
- THOROUGHLY CLEAN THE SURFACE AND ENSURE THAT IT IS DRY, FREE FROM OIL, GREASE, LOOSE MATERIALS, AND OTHER POSSIBLE CONTAMINANTS

## 4. MASONRY

ALL MASONRY WALLS/CONCRETE HOLLOW BLOCKS SHALL BE LAID IN FLEMISH BOND (INTERLOCKING COURSE) WITH FULL MORTAR BEDDING. STACK BOND SHALL BE USED ONLY WHEN

SPECIFIED. ALL CELLS SHALL BE FULLY FILLED WITH CONCRETE GROUT.

THE MINIMUM COMPRESSIVE STRENGTH OF CONCRETE HOLLOW BLOCK AT 28 DAYS SHALL BE 4.83 MPA (700 PSI) UNLESS OTHERWISE SPECIFIED.

6" CONCRETE HALLOW BLOCKS WILL BE USED FOR THE EXTERIOR WALLS AND 4" FOR THE INTERIOR WALLS

THE PRIMARY REQUIREMENT OF PLASTERWORK SHALL BE TO PROVIDE ABSOLUTELY WATERTIGHT ENCLOSURE, DENSE, SMOOTH AND HARD AND DEVOID TO ANY CRACK ON THE INTERIOR AND/OR EXTERIOR. THAT CONTACTOR SHALL DO ALL THE NECCESASRY TO ENSURE THAT THESE OBJECTIVE IS ACHIEVED. ALL PLASTERING SHALL BE FINISHED TO TRUE PLANE, WITHOUT ANY IMPERFECTIONS AND SHALL BE SQUARE WITH ADJOINING WORK AND FORM PROPER FOUNDATION FOR FINISHING MATERIALS SUCH AS PAINT

MASONRY AND CONCRETE SURFACE WHICH CALL FOR THE APPLICATIONS OF PLASTER SHALL BE CLEAN, FREE FROM EFFLORECENSE, DAMP AND SUFFICIENTLY ROUGH AND KEYED TO ENSURE PROPOER BOND, SUBJECT TO THE APPROVAL OF THE PROJECT CONSULTANTS

SELECT THE MASONRY UNITS FOR UNIFORM WIDTH AND DOUBLE-FACE QUALITIES IN SINGLE LEAF MASONRY WITH FACEWORK BOTH SIDES. BEFORE COMMENCEMENT, OBTAIN A RULING AS TO WHICH IS THE PREFERRED WALL FACE, AND FAVOUR THAT FACE SHOULD A COMPROMISE BE UNAVOIDABLE.

## 5. TILEWORKS

ENSURE CONCRETE FLOOR AND SEALER ARE COMPATIBLE WITH ADHESIVE. IF AVAILABLE, PROVIDE PURPOSE-MADE BORDER TILES WITH THE EXPOSED EDGE (WHETHER ROUND, SQUARE OR CUSHION) GLAZED TO MATCH THE TILE FACE.

IF AVAILABLE, PROVIDE TILE ACCESSORIES SUCH AS ROUND EDGE CERAMIC TILES, COVE TILES, STEP TREADS AND NOSINGS TO STAIRS, LANDINGS, AND THRESHOLDS, SKIRTINGS, SILLS, COPINGS AND BATH VENTS, WHICH MATCH THE SURROUNDING TILES, COMPOSITION, COLOUR AND FINISH.

FINE AGGREGATE WITH A LOW CLAY CONTENT SELECTED FOR GRADING, SHARP AND FREE FROM

EFFLORESCING SALTS. F

OR BEDDING MORTAR USE PROPORTIONING: SELECT PROPORTIONS FROM THE RANGE 1:3 TO 1:4 CEMENT: SAND BY VOLUME TO OBTAIN SATISFACTORY ADHESION. USE MINIMUM WATER.

FOR GROUTING CEMENT BASED PROPRIETARY GROUT: MIX WITH WATER. FINE SAND MAY BE ADDED AS A FILLER IN WIDER JOINTS. PORTLAND CEMENT BASED GROUT: MIX WITH FINE SAND. USE MINIMUM WATER CONSISTENT WITH WORKABILITY.

PROPORTIONING:

- For joints up to 3 mm: 1:2 cement: sand.
- For joints over 3 mm: 1:3 cement: sand.

PROVIDE 30X30 TILES FOR BOTH THE WALLS AND FLOOR TILES

## 6. STEEL WORKS

- MATERIALS STEEL AND METALS FOR THE WORKS SHALL MEET THE REQUIREMENTS OF ASTM A36, HOT-ROLLED SHAPES AND PLATES.
- WELDING WORKS SHALL BE IN ACCORDANCE WITH STRUCTURAL WELDING CODE (AMERICAN WELDING SOCIETY-D1.1, LATEST EDITION). WELDING ELECTRODES SHALL BE E60XX, MINIMUM, MEETING THE REQUIREMENTS OF AWS A.5. ALL WELDERS SHALL MEET THE QUALIFICATIONS UNDER THE AWS CODES AND STANDARDS.

## 7. CEILING WORKS

THE GRID LAYOUT IS TO BE SUPER IMPOSED ON THE CEILING SERVICE DUCTING/CABLING LAYOUT AND GOT APPROVED FROM THE PROJECT CONSULTANTS.

THE CEILING SHALL INCLUDE PROVIDING AND FIXING G.I PERIMETER CHANNELS/METAL FURRING SIZE OF 0.55MM THICK HAVING ONE FLANGE 20MM AND ANOTHER FLANGE OF 30MM AND WEB OF 27MM ALONG THE PERIMETER OF THE CEILING, SCREW FIXED TO BRICK WALL / PARTITION WITH HELP OF NYLON SLEEVES AND SCREWS, AT 600MM CENTER. THE SUSPENDED GI. INTERMEDIATE CHANNEL WITH SIZE 45MM, 0.9MM THICK WITH TWO FLANGES OF 15MM EACH FROM THE SOFFIT AT 1200 MM CENTERS WITH CEILING ANGLES OF WIDTH 25MM X 10MM X 0.55 THICK FIXED TO SOFFIT WITH GI CLEAT AND STEEL EXPANSION FASTENERS. SCREW FIXED TO CEILING SECTION WITH 25MM DRY WALL SCREWS AT 230MM CENTERS

SCREW FIXING DONE MECHANICALLY EITHER WITH SCREW DRIVER OR DRILLING MACHINE WITH SUITABLE ATTACHMENT

## **8. PAINTING WORKS**

-PAINTING WORKS SHALL BE AS INDICATED ON DRAWINGS AND DESCRIBED IN THE BILL OF QUANTITIES. INCLUDES SUBSTRATE PREPARATION, APPLICATION OF NEUTRALIZERS, PUTTY, SANDING, CLEANING, PROTECTION, ETC. TO PROVIDE A STRONG OR DURABLE PAINT COATING, FOLLOWING MANUFACTURER'S WRITTEN INSTRUCTIONS AND ACCEPTABLE TRADE PRACTICES.

-PROVIDE MATERIALS THAT ARE SUITABLE FOR THE JOB AND OR TYPE OF CONSTRUCTION. PAINT MATERIALS SHALL BE OF THE BRAND SPECIFIED HEREIN OR APPROVED EQUAL BY THE ARCHITECT. EXAMINE SUBSTRATE AND CONDITIONS UNDER WHICH PAINTING WILL BE PERFORMED. PROCEED WITH THE WORK ONLY WHEN CONDITIONS ARE SATISFACTORY.

-DO NOT PAINT OVER DIRT, RUST, SCALE, GREASE, MOISTURE, SCUFFED SURFACES, OR CONDITIONS OTHERWISE DETRIMENTAL TO FORMATION OF A DURABLE PAINT FILM. CLEAN SURFACES TO BE

-PAINTED BEFORE APPLYING PAINT OR SURFACE TREATMENTS. REMOVE OIL AND GREASE PRIOR TO MECHANICAL CLEANING. PROGRAM CLEANING AND PAINTING SO THAT CONTAMINANTS FROM CLEANING PROCESS WILL NOT FALL INTO WET, NEWLY-PAINTED SURFACES.

-PERFORM PREPARATION AND CLEANING PROCEDURES IN ACCORDANCE WITH PAINT MANUFACTURER'S INSTRUCTIONS AND AS HEREIN SPECIFIED, FOR EACH PARTICULAR SUBSTRATE CONDITION. FERROUS METALS: CLEAN NON-GALVANIZED FERROUS-METAL SURFACES THAT HAVE NOT BEEN SHOP COATED; REMOVE MORTAR, PLASTER, GREASE, DIRT, RUST, LOOSE MILL SCALE AND OTHER FOREIGN SUBSTANCES BY SOLVENT OR MECHANICAL CLEANING METHODS THAT COMPLY WITH THE RECOMMENDATIONS OF THE STEEL STRUCTURES PAINTING COUNCIL, BEFORE PRIMING COAT IS APPLIED.

- FERROUS METALS: CLEAN NON-GALVANIZED FERROUS-METAL SURFACES THAT HAVE NOT BEEN SHOP COATED; REMOVE MORTAR, PLASTER, GREASE, DIRT, RUST, LOOSE MILL SCALE AND OTHER FOREIGN SUBSTANCES BY SOLVENT OR MECHANICAL CLEANING METHODS THAT COMPLY WITH THE RECOMMENDATIONS OF THE STEEL STRUCTURES PAINTING COUNCIL, BEFORE PRIMING COAT IS APPLIED.

- APPLY METAL PRIMER COATING AND TOP COAT OF BLACK EPOXY ON THE STEEL WORK ITEMS

## **9. GLASSWORKS**

- GLASS IS A MATERIAL MADE OF GLASS MATERIALS ARE FLAT IN GENERAL HAS TRANSLUCENT

PROPERTIES, CAN BE OBTAINED FROM THE PROCESS OF TENSILE, GILAS AND FLOUNDERING (FLOAT GLASS).

-USE TERMPERED GLASS FOR EXTERIOR USES. DECORATIVE GLASS IS DECORATED WITH THE WVSU-JANIUAY LOGO

- WIDTH AND LENGTH TOLERANCE MUST NOT EXCEED THE TOLERANCES SPECIFIED BY THE

MANUFACTURER

- THE GLASS USED SHOULD BE FREE OF BUBBLES (SPACES CONTAINING THE GAS CONTAINED IN THE GLASS).

- THE GLASS USED SHOULD BE FREE OF THE CHEMICAL COMPOSITION THAT CAN INTERFERE WITH VISION.

## **10. ELECTRICAL WORKS**

ALL SWITCHES, ISOLATORS AND SOCKET OUTLETS IN NONDOMESTIC INSTALLATIONS TO HAVE CIRCUIT NUMBER AND PHASE IDENTIFICATION.

WIRING: CONCEAL CABLES AND CONDUITS, INCLUDING UNDERGROUND CABLE OR CONDUIT ENTERING THE BUILDING, IN A MANNER THAT WILL ALLOW WIRING REPLACEMENT WITHOUT STRUCTURAL WORK OR THE REMOVAL OF CLADDING OR LINING. DO NOT PENETRATE DAMP-PROOF COURSES.

ELECTRICAL ACCESSORIES: INSTALL FLUSH MOUNTED ACCESSORIES IN WALL BOXES, IF REQUIRED, IN MASONRY AND IN MOUNTING BRACKETS IN STUD WALLS.

FIXED APPLIANCES: PROVIDE CONNECTIONS WITH SOCKET OUTLET AND FLUSH BLANK PLATE FOR FIXED AND STATIONARY APPLIANCES. EARTH ALL SLAB FABRIC.

LIGHT SWITCHES AND FAN CONTROLLERS: GENERALLY, 1 M ABOVE FINISHED FLOOR LEVEL (AFL).

SOCKET OUTLETS: GENERALLY, 300 MM AFL OR 200 MM

ABOVE BENCH SURFACE.

THE LIGHTINGS INSTALLED IN THE COMFORT ROOMS ARE ONE LED CEILING LIGHT WITH THE MINIMUM AMPERAGE OF 15A

## **11. PLUMBING WORKS**

-THE WORK TO BE DONE UNDER THIS SPECIFICATION CONSISTS OF THE FABRICATION, FURNISHING, DELIVERY AND INSTALLATION, COMPLETE IN ALL DETAILS, TESTING AND COMMISSIONING OF THIS CONTRACT, AT THE SUBJECT PREMISES AND ALL WORK MATERIALS INCIDENTAL TO THE PROPER COMPLETION OF THE INSTALLATION, EXCEPT THOSE PORTIONS OF THE WORK WHICH ARE EXPRESSIVELY STATED TO BE DONE BY OTHERS. ALL WORKS SHALL BE IN ACCORDANCE WITH THE GOVERNING CODES AND REGULATIONS AND WITH THIS SPECIFICATION, EXCEPT THOSE WHERE SAME SHALL CONFLICT WITH SUCH CODES, ETC., WHICH THE LATER SHALL THEN GOVERNS. THE REQUIREMENTS WITH REGARDS TO MATERIALS AND WORKMANSHIP SPECIFY THE REQUIRED STANDARDS FOR THE FURNISHING OF ALL LABOR, MATERIALS, AND APPLIANCES NECESSARY FOR COMPLETE INSTALLATION OF THE WORK SPECIFIED HEREIN AND INDICATED ON THE DRAWINGS. THE

SPECIFICATION IS INTENDED TO PROVIDE A BROAD OUTLINE OF THE REQUIRED EQUIPMENT, BUT IS NOT INTENDED TO INCLUDE ALL DETAILS OF DESIGN AND CONSTRUCTION.

-PROVIDE POTABLE WATER SYSTEM COMPLETE IN ALL RESPECTS INCLUDING SUBMITTALS, SHOP DRAWINGS, PIPING, VALVES, BACK-FLOW PREVENTERS, BIBS, WATER METERS, PRESSURE REGULATORS, INSULATIONS, PUMPS, FILTERS, TESTING AND ALL ACCESSORIES REQUIRED, POWER WIRING AND MOTOR STARTING EQUIPMENT. POTABLE WATER SYSTEM INCLUDES FLUSHING AND DRINKING WATER SUPPLY. IF THE EXISTING ITEMS HAVE BEEN DESTROYED OR NON-FUNCTIONING

-PROVIDE DRAINAGE, WASTE AND VENT SYSTEMS COMPLETE IN ALL RESPECTS INCLUDING SUBMITTALS, SHOP DRAWINGS, PIPES, VALVES, CLEANOUTS, DRAINS, BASINS, AND TESTING AND ALL ACCESSORIES REQUIRED.

## **12. PARTITION WALLS**

- MATERIALS USED: MDF BOARD LAMINATES AND FABRIC, WITH RAILINGS & HANGER, MOVABLE & FOLDABLE PARTITION \*MANUALLY OPERATED

## **13-14. DOORS AND WINDOWS**

DOORS: DELIVER DOOR HARDWARE ITEMS, IN INDIVIDUAL COMPLETE SETS FOR EACH DOOR, AS FOLLOWS:



- Clearly labelled to show the intended location.
- In a separate dust and moisture proof package.
- Including the necessary templates, fixings and fixing instructions

PROVIDE 3-4 HINGES, ALUMINIUM HINGES: PROVIDE HIGH TENSILE ALUMINIUM HINGE, WITH FIXED STAINLESS-STEEL PINS IN NYLON BUSHES, AND WITH NYLON WASHERS TO EACH KNUCKLE JOINT. DOORS FITTED WITH CLOSERS: USE LOW FRICTION BEARING HINGES.

PROVIDE MATERIALS COMPATIBLE WITH THE ITEM BEING FIXED, AND OF SUFFICIENT STRENGTH, SIZE AND QUALITY TO PERFORM THEIR FUNCTION.

FIX HINGES USING METAL THREAD SCREWS. INSTALL BUTT HINGES IN HOUSINGS EQUAL IN DEPTH TO THE THICKNESS OF THE HINGE LEAF (EXCEPT FOR HINGES DESIGNED FOR MOUNTING WITHOUT

HOUSING), AND FIX WITH COUNTERSUNK SCREWS.

THE WINDOW AND DOOR FRAME SECTIONS SHOWN ON THE DRAWINGS ARE INDICATIVE ONLY TO SHOW THE REQUIRED RELATIONSHIPS BETWEEN OPENINGS AND ADJOINING SURFACES. PROVIDE SUB SEALS TO ALL WINDOWS. MAKE ACCURATELY FITTED TIGHT JOINTS SO THAT NEITHER FASTENERS NOR FIXING DEVICES SUCH AS PINS, SCREWS, ADHESIVES AND PRESSURE INDENTATIONS ARE VISIBLE ON EXPOSED SURFACES.

DIMENSIONS MAY DIFFER FROM THE PLAN AS PER ACTUAL SPACING/SIZE OF THE COLUMNS/BEAMS, NUMBER OF PARTITION AS WELL AS THE HEIGHT OF THE AWNING WINDOWS WILL PREVAIL. DESIGN OF BOTH THE DOORS AND WINDOWS PLEASE REFER TO THE ENGINEERING PLAN

#### **15. WATER TANK W/ ACCESSORIES AND STAND**

PROVIDE 2 2000L VERTICAL STEEL WATER TANK TO BE INSTALLED IN THE ROOF DECK AREA ABOVE THE ANNEX, AUTOMATIC LEVEL CONTROL BULB IS TO BE INSTALLED IN EACH TANK FOR IT TO BE CONTROL THE LEVEL OF WATER AS TO PREVENT OVERFLOWING

THE WATER TANK STAND WILL BE MADE UP OF ANGLE BAR AND FLAT BAR. FURTHER DETAILS PLEASE REFER TO THE ENGINEERING PLAN

#### **16. FIRE PROTECTION**

PROVIDE 3 SETS OF FIRE EXTINGUISHER ABC DRY CHEMICAL, 8KG WITH WALL MOUNTED STAND PER FLOOR

*Section VII. Drawings*

**Pls. see attached Drawings/ Plans**



## Section VIII. Bill of Quantities

Contract Reference Number: **IB No. 2024-15**

Name of the Contract: **Architectural and Engineering Works of SOTE Annex Building at WVSU-  
Janiuay Campus**

Location of the Contract: **West Visayas State University – Janiuay Campus**

Calendar Days: **90 Calendar days**

<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price ceiling (Total)</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>1</b>	Mobilization /Demolition/Safety and Health	1	lot	<b>₱66,150.00</b>		
<b>2</b>	Documentation and As-Built Plans	1	lot	<b>₱8,925.00</b>		
<b>3</b>	<b>FLOORING</b>					
3.1	Concrete Topping	864	sq.m	<b>₱229,346.25</b>		
3.1	Acrylic Polymer Waterproofing	480	sq.m	<b>₱252,393.75</b>		
3.2	Acrylic Solvent Coating	336	sq.m	<b>₱34,059.38</b>		
<b>4</b>	Masonry Works	42	sq.m	<b>₱84,262.50</b>		
<b>5</b>	<b>TILEWORKS</b>					
5.1	Floor Tiles	64	sq.m	<b>₱92,590.31</b>		
5.1	Wall Tiles	140	sq.m	<b>₱165,092.81</b>		
<b>6</b>	<b>STEEL WORKS</b>					
6.1	Steel Railings (side of ramp/corridor)	303.76	kg	<b>₱97,374.38</b>		
6.2	Steel railings with Steel Matting	908.76	kg	<b>₱495,954.38</b>		
6.3	Steel Grills (windows and accent grill at façade)	546.84	kg	<b>₱148,542.19</b>		
<b>7</b>	Ceiling Works	36	sq.m	<b>₱45,327.19</b>		
<b>8</b>	<b>PAINTING WORKS</b>					
8.1	Steel Railings, Steel Matting, Grills	114.5	sq.m	<b>₱23,789.06</b>		
8.2	Wall	176	sq.m	<b>₱95,681.25</b>		
8.3	Ceiling	64	sq.m	<b>₱39,624.38</b>		
<b>9</b>	<b>GLASSWORKS</b>					
9.1	Fixed Glass & Decorative Fixed Glass	1	set	<b>₱148,050.00</b>		
9.2	Fixed Glass w/ Awning Window	1	set	<b>₱890,288.44</b>		
<b>10</b>	<b>ELECTRICAL WORKS</b>					
10.1	Electrical Fixtures, wires/cables & Panel boards	1	lot	<b>₱753,210.94</b>		
<b>11</b>	<b>PLUMBING WORKS</b>					
11.1	Toilet Fixtures, Valves, Fittings, Accessories	1	lot	<b>₱453,534.38</b>		
<b>12</b>	<b>PARTITION</b>					
12.1	Sliding Glass Room Partitions	2	units	<b>₱340,200.00</b>		
<b>13</b>	<b>DOOR WITH JAMB</b>					
13.1	Wood Swing Door	10	set	<b>₱138,829.69</b>		
13.2	Steel Door	4	set	<b>₱44,953.13</b>		
<b>14</b>	<b>WINDOWS</b>					
14.1	Sliding Window	8	set	<b>₱45,675.00</b>		
<b>15</b>	<b>Water tank w/ accessories and stand</b>					
15.1	Water tank w/ accessories and stand	1	lot	<b>₱252,989.36</b>		
<b>16</b>	<b>Fire Protection</b>					
16.1	Fire Extinguisher w/ wall mounted stand	9	sets	<b>₱53,156.25</b>		
	<b>----Noting Follows----</b>					
	<b>TOTAL BID PRICE</b>					

**Submitted by:**

\_\_\_\_\_  
*Name of Representative of the Bidder*

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Name of Bidder*

\_\_\_\_\_  
*Date*



# *Section IX. Checklist of Technical and Financial Documents*

## **Checklist of Technical and Financial Documents**

### **I. TECHNICAL COMPONENT ENVELOPE**

**(Bidder should submit only one copy labeled “ORIGINAL”)**

#### *Class “A” Documents*

##### Legal Documents

- (a) Valid and updated PhilGEPS Certificate of Platinum Registration and Membership ONLY for purposes of determining eligibility in accordance with GPPB Resolution No. 015-2021. Please see attached sample of Revised PhilGEPS Certificate of Platinum Registration and Membership;

##### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (d) 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**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (f) Project Requirements, which shall include the following:
- (a) Organizational chart for the contract to be bid;
- (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;

*No personnel must occupy more than two (2) positions in the list of the contractor’s key personnel to be assigned to the contract to be bid. The submission should include curriculum vitae of the key personnel including licenses; 1. Valid PRC license for registered Engineers, Architects and Master Plumber; 2. Certificate of Accreditation as Materials Engineer issued by DPWH and 3. Certificate of completion of DOLE prescribed training (COSH) for Safety Officer.*

<b>Key Personnel</b>	<b>General Experience</b>	<b>Relevant Experience</b>
<i>Project Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>
<i>Architect</i>	<i>Building Construction</i>	<i>at least 3 years</i>
<i>Foreman</i>	<i>Building Construction</i>	<i>at least 3 years</i>
<i>Materials Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>
<i>Safety Officer</i>	<i>Building Construction</i>	<i>at least 3 years</i>

- (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**

<i>Equipment</i>	<i>Capacity</i>	<i>Number of Units</i>
Welding Machine	<i>Power Voltage: 220V; Rated Input Capacity: 3.8 kVA; Input Voltage Frequency: 60 Hz</i>	1
Electric Drill	<i>Rating Input: 450W; Capacity: Steel: 10mm Wood: 25mm; RPM: 0-3,400</i>	1
Electric Chipping Gun	<i>Nominal Voltage: 230 V/AC; Power Input: 1500W &amp; Power Output: 810W</i>	1
Electric Cut-off Machine	<i>Rated input power: 2300 W and No-load speed: 4,100 rpm</i>	1
Electric Angle Grinder	<i>Rated input power: 710W; No-load speed: 12,000 rpm</i>	1
Dump/ Hauling Truck	<i>Drum Box Capacity: 4.5 cu.m.</i>	1

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

Financial Documents

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

**Class "B" Documents**

- (j) 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**

**(Bidder should submit only one copy labeled "ORIGINAL")**

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

Other documentary requirements under RA No. 9184

- (b) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (c) 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**
- (d) Cash Flow by Quarter.

# Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

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## 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 guidelines<sup>2</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>2</sup> currently based on GPPB Resolution No. 09-2020

**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]*



*Suggested Format/ Template*

Name of the Procuring Entity: \_\_\_\_\_

Project: \_\_\_\_\_

Location of the Project: \_\_\_\_\_

**Statement of all Ongoing Government & Private Contracts including contracts awarded but not yet started**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Nature of Work	Start Date	Amount		End-user's acceptance or official receipt(s) or sales invoice issued for the contract
						Contract	Value of Outstanding Contract	
<b><u>Government</u></b>								
<b><u>Private</u></b>								
<b>Total Cost</b>								

Note: This statement shall be supported with:

1. Notice of Award (NOA)
2. Contract
3. Notice to Proceed (NTP)
4. And other documents, if necessary

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

*Suggested Format/ Template*

Name of the Procuring Entity: \_\_\_\_\_

Project: \_\_\_\_\_

Location of the Project: \_\_\_\_\_

**Statement of Bidder’s Single Largest Completed Contract (SLCC) similar to the Contract to be bid which should be at least fifty percent (50%) of the ABC**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Contract	a. Owner’s Name b.Owner’s Name Address c.Telephone Nos.	Nature of Work	Bidder’s Role		a. Amount of Award b.Amount of Completion c.Duration	a. Date Awarded b.Contract Effectivity c.Date Completed
			Description	%		

Note: This statement shall be supported with:

- 1. Contract**
- 2. Certificate of acceptance/ completion or**
- 3. Official Receipt issued to the Procuring Entity**

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

*Suggested Format/ Template*

Name of the Procuring Entity: \_\_\_\_\_

Project: \_\_\_\_\_

Location of the Project: \_\_\_\_\_

**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**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

	<i>Project Engineer</i>	<i>Architect</i>	<i>Foreman</i>	<i>Materials Engineer</i>	<i>Safety Officer</i>
<b>1.Name</b>					
<b>2.Address</b>					
<b>3.Date of Birth</b>					
<b>4.Citizenship</b>					
<b>5.Civil Status</b>					
<b>6. Education</b>					
<b>College</b> Name and location of School  Year Graduated					
<b>Post Graduate</b> Name and location of School  Year Graduated					
<b>Technical Seminars</b> (Use extra sheets, if necessary)					
<b>7.PRC License No.</b>					

**Notes: Minimum qualification requirement for relevant experience:**

- Project Engineer – **Three (3) years**
- Architect – **Three (3) years**
- Foreman – **Three (3) years**
- Materials Engineer – **Three (3) years**
- Safety Officer – **Three (3) years**

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

***Suggested Format/ Template***

Name of the Procuring Entity: \_\_\_\_\_

Project: \_\_\_\_\_

Location of the Project: \_\_\_\_\_

**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**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Description (Type, Model, Make)	No. of each	Year of Manufacture	Owned 1 } Leased 2 } /Under Purchase Agreement 3 }	Capacity Performance	Serial No./ Motor No./ Body No.	Condition	Present Location

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

***Notes:***

*1] The Applicant Firm shall enumerate hereunder the equipment units it owned, under leased, and or under purchase agreement that it shall commits to use exclusively in the project. Incomplete required data as indicated above shall be disqualified.*

*2] Equipment with purchase agreement must be owned at the time of bidding.*

## **Bid Securing Declaration Form**

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

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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]*

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### 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]*



