PHILIPPINE BIDDING DOCUMENTS

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

West Visayas State University Calinog Campus

Project Reference No. IB No. 001-2022

Project Title:

Major Rehabilitation of Agriculture Building

Approved Budget for the Contract **P10,000,000.00**

Sixth Edition July 2020

TABLE OF CONTENTS

Gl	ossar	y of Terms, Abbreviations, and Acronyms	id 8 o Bidders 11 11 11 12 12 13 12 14 Goods 12 15 I Goods 12 16 I Goods 12 17 I Goods 12 18 I Goods 12 19 I Goods 12 10 I Goods 12 11 I Goods 12 12 I Goods 12 13 I Goods 12 14 I Goods 13 15 I Goods 14 16 I Goods 15 17 I Goods 15 18 I Goods 15 18 I Goods 15 18 I Goods 16 19 I Goods 17 10 I Goods 18 11 I Goods 18 12 I Goods 18 13 I Goods 18 14 I Goods 18 15 I Goods 18 16 I Goods 18 17 I Goods 18 18 I Goods 18 18 I Goods 18
Se	ction	I. Invitation to Bid	8
Se	ction	II. Instructions to Bidders	11
	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	12
	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	13
	11.	Documents Comprising the Bid: Financial Component	13
	12.	Alternative Bids	13
	13.	Bid Prices	14
	14.	Bid and Payment Currencies	14
	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	15
	19.	Detailed Evaluation and Comparison of Bids	15
	20.	Post Qualification	15
	21.	Signing of the Contract	15
Se	ction	III. Bid Data Sheet	16
Se	ction	IV. General Conditions of Contract	17
	1.	Scope of Contract	17
	2.	Sectional Completion of Works	17
	3.	Possession of Site	
	4.	The Contractor's Obligations	18
	5.	Performance Security	18
	6.	Site Investigation Reports	18

7.	Warranty	18
8.	Liability of the Contractor	18
9.	Termination for Other Causes	19
10.	Dayworks	19
11.	Program of Work	19
12.	Instructions, Inspections and Audits	19
13.	Advance Payment	19
14.	Progress Payments	20
15.	Operating and Maintenance Manuals	20
Section	V. Special Conditions of Contract	21
Section	VI. Specifications	22
Section	8. Liability of the Contractor 18 9. Termination for Other Causes 19 10. Dayworks 19 11. Program of Work 19 12. Instructions, Inspections and Audits 19 13. Advance Payment 19 14. Progress Payments 20 15. Operating and Maintenance Manuals 20 16 tion V. Special Conditions of Contract 21 17 tion VI. Specifications 22 18 tion VII. Drawings 28 19 tion VIII. Bill of Quantities 29	
Section	VIII. Bill of Quantities	29
Section	IX. Checklist of Technical and Financial Documents	30

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.

 ${\bf SLCC-Single\ Largest\ Completed\ Contract}.$

UN – United Nations.

Section I. Invitation to Bid

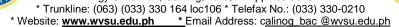
West Visavas State University

(Formerly Iloilo Normal School)

CALINOG CAMPUS

Programment/ PAC Office









Invitation to Bid for Major Rehabilitation of Agriculture Building

- 1. The West Visayas State University Calinog Campus, through the <u>National Expenditure Program (NEP) for the succeeding year Single Year</u> intends to apply the sum of *TEN MILLION PESOS (P10,000,000.00) ONLY* being the Approved Budget for the Contract (ABC) to payments under the contract for <u>Major Rehabilitation of Agriculture Building/IB No. 001-2022</u>. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The West Visayas State University Calinog Campus now invites bids for the above Procurement Project. Completion of the Works is required within 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 *West Visayas State University Calinog Campus*, and inspect the Bidding Documents at the address given below from 8:00am to 5:00pm.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on October 21, 2021 to November 11, 2021 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 Ten Thousand Pesos (P10,000.00) Only. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means.
- 6. The West Visayas State University Calinog Campus will hold a Pre-Bid Conference on October 29, 2021, 1:30pm at the Office of the BAC Secretariat, Administration Building, WVSU Main Campus, La Paz, Iloilo City and/or through videoconferencing/webcasting via Google meet, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before 2:00pm on November 11, 2021. Late bids shall not be accepted.

9

- 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 11, 2021, 2:00pm* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The West Visayas State University Calinog Campus 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.
- 11. For further information, please refer to:

Margie A. Calar

BAC Secretariat, WVSU Calinog Campus, Calinog, Iloilo Tel No.: (033) 330-1634 (106); Telefax: (033) 330-0210

Email address: margie.calar@wvsu.edu.ph

For Submission:

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

12. You may visit the following websites:

https://philgeps.gov.ph/
http://calinog.wvsu.edu.ph/?page_id=162

Date of Issue: October 21, 2021

PORFERIO J. BARLAS, Ph.D.

Chairperson, Special Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, West Visayas State University Calinog Campus invites Bids for the Major Rehabilitation of Agriculture Building, with Project Identification Number 001-2022.

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 <u>FY 2022</u> in the amount of *Ten Million Pesos* (*P10*,000,000.00) *Only*.
- 2.2. The source of funding is: 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: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section 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: 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 *February 7*, 2022. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

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:				
	Civil Works for Major Rehabilitation of Agriculture Building.				
7.1	None				
10.3	None				
10.4	The key personnel must meet the required minimum years of experience set below:				
	Key Personnel General Experience Relevant Experience				
	Project Engineer 5 years in Civil Works 5 years in building construction				
	Resident Engineer 5 years in Civil Works 5 years in building construction				
	Materials Engineer 5 years in Civil Works 5 years in building construction				
10.5	The minimum major equipment requirements are the following:				
	Equipment Capacity Number of Units				
	Concrete Mixer 1 bagger 1				
	Welding Machine 300-500 Amperes 1				
	Bar Cutter 100 kgs./hour 1				
	Bar Bender 100 kgs./hour 1				
12	None				
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 Two Hundred Thousand Pesos				
	(P200,000.00) Only, if bid security is in cash, cashier's/manager's				
	check, bank draft/guarantee or irrevocable letter of credit;				
	b. The amount of not less than Five Hundred Thousand pesos				
10.2	(P500,000.00) Only if bid security is in Surety Bond.				
19.2	Partial bids are allowed, as follows:				
20	N/A				
20	Occupancy 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

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

GCC Clause				
2	None			
4.1	None			
6	The site investigation reports are: <i>None</i>			
7.2	Fifteen (15) years.			
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 <i>seven</i> (7) days of delivery of the Notice of Award.			
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>Php 15,000.00</i> .			
13	The amount of the advance payment is <i>shall not exceed 15% of the total contract price</i> .			
14	Not allowed			
15.1	The date by which "as built" drawings are required is 15 days after the completion of the project.			
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>Ph</i> 20,000.00			

Section VI. Specifications

Project Title: Major Rehabilitation of Agriculture Building, WVSU Calinog Campus

Location: Barangay Simsiman, Calinog, Iloilo

Owner: West Visayas State University Calinog Campus

GENERAL SPECIFICATIONS

I. GENERAL DESCRIPTION OF THE WORK

The work to be done shall include the furnishing of the labor, material equipment and specialized work in the construction of the building as shown in the drawing and as specified herein.

All references to plans when not included in the drawing shall be furnished later upon request.

II. GENERAL CONDITIONS

Unless specified all drawings and bill of materials shall be followed in the actual construction. Changes of sizes and dimensions should not be made without proper instruction from the Engineer-in-charge.

III. GRADE LINE AND BENCHMARK

Building lines and other structures shall be staked out and established therefore, after which secure approval by the Engineer before any excavation work is commence.

Erect basic batter boards and reference marks at such places where they will not be disturbed during the construction of the foundations.

IV. EXCAVATION

Structural excavation shall be to the depths indicated bearing values. Excavation for footings and foundation carried below requires depth shall be filled with concrete and bottom of such shall be level. All structural excavation shall extend to sufficient distance from the wall and footing to allow proper erection and dismantling of forms for installation of service and for inspection. All excavations shall be inspected and approved before pouring any concrete, laying underground service or placing selected fill material.

The Contractor shall control the grading on the activity of all excavated areas to prevent surface drainage running into excavation. Water, which accommodate in the excavated areas shall be removed by pumping before fill or concrete is place therein.

V. FILLING AND BACKFILLING

After forms have been removed from the footing, foundation wall etc., and when concrete work is hard enough to resist pressure resulting from fill, backfilling may then be done. Materials excavated may used for backfilling. All filling shall be placed on layers not exceeding 15 cm. in thickness, each layer being thoroughly compacted and ramped by wetting, tampering and rolling.

VI. CONCRETE WORKS

- a. Design Mixture. The mixture of all classes of concrete shall be designed and approved by the Engineer to obtain concrete having a compressive strength as specified herein under sub paragraph and at the age of 28 days, unless otherwise specified in this specifications or indicated in the drawings.
- b. Cement Content. The minimum cement content per cubic meter of concrete for different classes or graduation of aggregates shall be in accordance with the following:
 - 1. Class "A", 9 bags
 - 2. Class "B", 7.5 bags
 - 3. Class "C", 6.0 bags
- c. Aggregate Content. Concrete mixture shall be designed to use largest size and maximum amount of course aggregates practicable for the intended use of concrete. Use washed sand and maximum of ³/₄" in size.
- d. Consistency. The amount of water to be used for the concrete shall be regulated as required to secure concrete of the proper consistency and to adjust for any variation in the moisture content or grading of the aggregates as they are mixed.
- e. Unless otherwise indicated in the drawings, the classes of the concrete to be used in the works shall be as follows:
- 1. Class "A" 220 kg/cm² concrete (for all footings, columns, beams and slabs)
- 2. Class "C" 141 kg/cm² concrete (for CHB filler)
- f. The cement shall conform to the requirements of the standard specifications for Portland cement.
- g. Water to be used in concrete mortar and grout shall be free from objectionable quantity of silt, organic matter, salt and other impurities.

- h. Unless otherwise specified all steel reinforcements shall be structural grade, new billet stock conforming to ASTM Designation A-15 and deformed in accordance with ASTM Designation A-35.
- i. The builder shall clear, cut, bend and place all reinforcement and shall furnish the necessary chairs, supported and ties for the accurate portioning in securing the reinforcements. Reinforcements shall be free from rust, grease and other coatings which may be destroy or reduce the bond with the concrete.
- j. All splicing, spacing, placing of hooks and bonds of reinforcements shall be shown in the drawing and in accordance with the provision of act 318-17.
- k. Placing concrete through reinforcement shall be taken care that no segregation of the course aggregates occurs. On the bottom of the beams where the congestions of steel near the forms makes the placing difficult, a layer of mortar of the same cement-sand ratio as used in the concrete shall be first deposited to cover the surface.
- I. Forms shall be used whenever necessary to confine the concrete and shape it to the required lines to ensure the concrete against contamination by foreign lines, or ensure the contamination by foreign materials or sloughing from adjacent excavated surface. Forms shall be of sufficient strength to withstand the pressure resulting from placement and vibration of concrete and be maintaining rigidly, in concrete position. Forms shall be sufficiently tight to prevent loose of matter from the concrete.
- m. Embedded metal rods used for holding form shall remain embedded and shall terminate no less than 3 cm clear of the forms and surfaces of concrete. Embedded fasteners on the ends of the rods shall be such, that their removal will leave holes of regular shapes. Embedded wires for holding forms will be permitted in concrete surfaces through which the ties would extend will permanently be exposed.
- n. Cleaning and oiling of forms. At the time concrete is placed in forms, the surface of the forms shall be free from encrustation of mortar, grout and other foreign materials that would contaminate the concrete or interfere with the fulfillment of the specification requirement. Relative to the finished of forms shall be oiled with commercial form oil that will effectively prevent sticking and will not stain the concrete surface.
- o. Removal of Forms. Forms shall be removed as soon as possible to enable the earliest practicable repair of surface imperfections, but in no case shall be removed without the approval of the Engineer. Any needed repair or treatment shall be performed at once, and be followed immediately by the specified curing. Forms shall be removed with care so as to avoid injuring of the concrete.
- p. Construction Joints. When concreting operation is stopped for any reason, construction joints shall be placed either horizontally or vertically as needed, provided with keys to prevent or resist shear and levels to develop bond as directed by the Engineer. Joint nuts indicated in the drawings should be made and located as to avoid impairing the strength of the structure. Before concreting operation is resumed, the surface of the concrete shall be thoroughly cleaned out or chopped to remove all distance and explored the aggregates. Joints shall be thoroughly wetted and sloshed with a coat of neat cement grout immediately before placing new concrete.

- q. Pipes and conduits embedded in the concrete shall be placed before depositing of concrete. They shall be of such size and in such location as not to duly impair the strength of the construction.
- r. All dowels for anchorage of vertical and horizontal reinforcement of the CHB walls and anchor bolts including structural frames, drains and all other materials in connection with concrete construction were practically secured in position when the concrete is placed.
- s. All concrete shall be moist cured by an approved method for a period of not less than seven (7) days or for at least three (3) days in case of high early strength concrete. It shall be protected from injury action of sun, rain, and mechanical injuries and shall not be allowed to dry out from the time it is placed until the expiration of the minimum curing period. Curing starts as soon as concrete has attained initial set.

VII. MASONRY WORKS

- a. Concrete hollow block units for wall and partitions shall be manufactured locally by "Rigid Blocks" or approved equals and shall conform to the latest requirements of the ASTM C-129. They shall be modular, non-load bearing with minimal sizes, 0.10 m. All hollow block units shall be true size, without cracks, splits or other defects, which may impair its durability.
- b. Portland cement mortar for laying blocks shall consist of one (1) part Portland cement and three (3) clean course sand. Only sufficient water to make a workable texture shall be permitted.
- c. Cement, reinforcing bars, sand and water shall be specified under section concrete.
- d. Erection. All masonry units shall be laid plumbed, level and accurately speedy. The blocks shall laid in full mortar bedding and in such a way that no interstice are formed between the blocks and mortar is still soft and plastic to ensure a good bond. The position of the block shall be shifted after the mortar has reach its initial set. All joints shall be filled with mortar after it is laid. Any patching or painting necessary to fill the joints should be completed while the mortar is still soft and plastic. So section of the necessary walls shall be carried up in advance of the others.
- e. Bed joints (horizontal) and head joints (vertical) shall be 10 mm with full mortar coverage on the held shells with mortar against the preceding one so that the mortar will bond thoroughly to both blocks. Joints shall be solidly filled from the face shell, pointing to compactly fill the joints. Furrowing of the mortar will not be permitted. Key joints between blocks shall be filled with mortar.
- f. Unless otherwise indicated in the drawings, vertical and horizontal reinforcements shall be 10 mm at 0.60 m. on center both ways. Reinforcing bars shall be straight except at the corners. Splices shall be lapped at a distance sufficient to develop the stress in the bar no less than thirty six (36) bar diameter. Reinforcements shall be embedded in the mortar joints in such manner that all parts will be protected by mortar.

- g. Lintel beams extending to wall unto both sides of the opening and reinforce with 10 mm bars shall be placed over windows and door openings.
- h. All horizontal reinforcements shall be tied to vertical reinforcements.
- i. No re-tempered mortar shall be used.
- j. All concrete an CHB wall shall be plain cement finish.
- k. All tile works shall be done in a workmanlike manner.
- 1. Tile adhesive and tile grout shall be ABC or any equal brand.

VIII. CARPENTRY WORKS

Rough Carpentry. Framing lumber and other rough carpentry shall be fitted closely, set accurately to the required lines and levels, and shall be secured in places and substantial member. Framing members shall not be placed between the bearing points, except otherwise directed by the Engineer and shall be free from defects. Studs and joints shall be sized to true surfaces to receive wood, plaster and finishes. Members shall be framed from the passage of pipe and conduits. No structural member shall be cut bored or noticed for the passage of pipes and conduits without prior written approval by the Engineer. All members damage by such cutting or boring shall be reinforced by means of specialty formed and approved sheet metal or steel bar shapes or removed and replaced new, as directed by the Engineer. All framing members, not indicated or specified shall be provided as necessary for proper completion of the work. All spiking, nailing and bolts shall be done in approved manner. Spies, nails and bolts shall be proper size and care shall be taken so as not to split the members. Suitable washers shall be provided under the heads, bolts and nuts shall be drawn later at night.

IX. ELECTRICAL WORKS

- a. All electrical installations shall be in accordance with the Philippine Electrical Code. Republic Act 184 under the supervision of a Master Electrician/Professional Electrical Engineer. It shall comply with the latest edition of the Philippine Electrical Code with applicable ordinance of Local Power Company.
- b. All materials, equipment, and supplier shall be branded new, first grade quality, free from defects and of proven acceptability for the purpose intended.
- c. A complete wiring system of suitable conductors shall be installed as indicated in the drawings. Conduit run of raceway of several conductors shall be properly coded for identification.
- d. Conductors shall be wired continuously from outlet and no splices shall be made except in metal pull boxes provided for the purpose. Connection by approval insulation.
- e. The minimum size of conductor shall be no. 2.0 mm² for light and no. 3.5 mm² for convenience outlets.

- f. Use 9-watt LED bulb.
- g. All wiring gauges shall be followed as shown in the riser diagram and in the plan.
- h. Lighting fixtures shall be free from any defect and of high quality brands.

X. PLUMBING WORKS

- a. All plumbing installation shall be done in strict accordance with the Plumbing Code of the Philippines.
- b. All materials and fixtures shall be free from defects and of good quality for the purpose intended.
- c. Roughing for pipes and fixtures shall be carried along with the building construction. Opening at correct location and proper sizes of the pipes shall be left in the floors and walls.
- d. All sanitary pipes and fittings, downspouts shall be S1000.
- e. Water Supply Pipes shall be blue pipes.
- f. All plumbing fixtures shall be of high quality brands.

XI. SOLAR ELECTRIFICATION

a. See plans and program of work.

Prepared by:

BONIFACIO V. MAMON, Ed.D., Ph.D.

Civil Engineer/Physical Plant Engineer

Section VII. Drawings

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

Section VIII. Bill of Quantities

Item No.	Scope of Work	Quantity	Unit of Measure	ABC/Unit (Ceiling)	Unit Cost	Total Amount (PhP)
SPL-1	Temporary Facilities, and Permits	1	lot	257,206.60		
SPL-2	Demolition of Existing Structures	1	lot	122,778.32		
804 (b)	Gravel Bedding and Shouldering for Access and Parking	526.01	cu.m.	1,741.03		
900 (e)	Access and Parking (PCCP)	482.00	cu m.	6,130.59		
1003 (d)	Interior and Exterior Ceiling	480.00	sq.m.	1,135.21		
1100-a	Conduit, Boxes and Fittings	1,800.00	l.m.	87.83		
1101-b	Wires & Wiring Devices	4,800.00	l.m	45.81		
1102-a	Panel Board and Cabinet	1	set	23,814.19		
1102 (b)	Lighting Fixtures	108.00	set	991.11		
SPL-3	Scaffolding Works	1	lot	56,659.20		
SPL-4	Concrete Water Tank (4 m x 4 m x 2.4 m.)	15.26	cu.m.	46,471.70		
SPL-5	Solar Electricity	15.00	kw	125,676.43		
403	Metal Structures	8,779.91	kg.	104.25		
1014	Pre-Painted Metal Roofing	481.00	sq.m.	963.22		
506 (1)	Masonry Works (4"CHB)	9.60	sq.m.	1,773.99		
1027	Cement Plaster Finish	19.20	sq.m.	271.41		
1032 (a-1)	Masonry Painting	840.00	sq.m.	128.57		
SPL-6	Aircon, split type, 2HP, inverter	6	unit	72,514.44		
SPL-7	Electric Fans (stand fan)	20	unit	2,350.83		
1003 (c)	Billboard	1	set	3,612.33		
SPL-8	Supervision for Solar Installation	1	lot	50,000.00		
	Total		_			

Printed Name & Signature of the Bidder

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
- 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

② (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>or</u>

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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);

<u>and</u> 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

- 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;

<u>or</u>

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
- Quly accomplished Detailed Estimates Form, including a summary shee 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.

