

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

IB No. 2024-02

*Construction of Three (3)-Storey Academic Building I (IT
Building) of WVSU Himamaylan City Campus Under the
Design and Build Scheme*

PhP20,000,000.00

**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.

Section I. Invitation to Bid



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 * Email Address: govtproc@wvsu.edu.ph



Invitation to Bid for **Construction of Three (3)-Storey Academic Building I (IT Building)** **of WVSU Himamaylan City Campus Under the Design and Build** **Scheme** **IB No. 2024-02**

1. The West Visayas State University, through the National Expenditure Program (NEP) for the succeeding year – Single Year intends to apply the sum of Twenty Million Pesos (PhP20,000,000.00) Only being the Approved Budget for the Contract (ABC) to payments under the contract for Construction of Three (3)-Storey Academic Building I (IT Building) of WVSU Himamaylan City Campus Under the Design and Build Scheme. 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 Two Hundred Seventy (270) 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 – Himamaylan City Campus, 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 November 16 – December 05, 2023, 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 PhP25,000.00. 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 Conference¹ on November 23, 2023; 10:00 A.M. through videoconferencing/webcasting via google meeting platform (for registration of interested bidders, please send your request to this address: hcc.bac@wvsu.edu.ph), which shall be open to prospective bidders.

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

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 **December 05, 2023; 11:00 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 **December 05, 2023; 11:00 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.
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
Brgy. Caradio-an, Himamaylan City, Negros Occidental
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**

November 16, 2023

DR. PORFERIO J. BARLAS, JR.
Special BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, West Visayas State University invites Bids for the Construction of Three (3)-Storey Academic Building I (IT Building) of WVSU Himamaylan City Campus Under the Design and Build Scheme, with Project Identification Number IB No. 2024 - 02.

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 National Expenditure Program (NEP) for the succeeding year – Single Year in the amount of Twenty Million Pesos (Php20,000,000.00) Only.

2.2. The source of funding is:

- a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- 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} *google meeting platform (for registration of interested bidders, please send your request to this address: hcc.bac@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 special PCAB License in case of Joint Ventures, 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 April 03, 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 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

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: Design and Build of 3-Storey Building		
7.1	<i>Subcontracting is not allowed</i>		
10.3	<i>PCAB License: Small B; License Category: C & D</i>		
10.4	The key personnel must meet the required minimum years of experience set below:		
	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>
	A. Design Personnel		
	1. Principal Architect	Design of buildings and high-rise infrastructure both in public and private.	At least five (5) years
	2. Structural Engineer	Design of buildings and high-rise infrastructure both in public and private.	At least five (5) years
	3. Electrical Engineer	Design of lighting, power distribution, communication systems.	At least five (5) years
	4. Mechanical Engineer	HVAC and Fire Protection system	At least five (5) years
	5. Electronics and Communications Engineer	Design of buildings and high-rise infrastructure both in public and private.	At least five (5) years
	6. Sanitary Engineer	Design of building water supply and distribution, plumbing	At least five (5) years
	7. Master Plumber	Design of buildings and high-rise infrastructure both in public and private.	At least five (5) years
	8. Geodetic Engineer	Design of buildings and high-rise infrastructure both in public and private.	At least five (5) years
	9. Geotechnical Engineer	Design of buildings and high-rise infrastructure both in public and private.	At least five (5) years
	B. Construction Personnel		
	10. Project Manager	Building Construction	At least five (5) years

	11. Project Engineer	Building Construction	At least five (5) years
	12. Materials Engineer	Building Construction	At least five (5) years
	13. Electrical Engineer	Building Construction	At least five (5) years
	14. Mechanical Engineer	Building Construction	At least five (5) years
	15. Sanitary Engineer	Building Construction	At least five (5) years
	16. Foreman	Building Construction	At least five (5) years
	17. Project Architect	Building Construction	At least five (5) years
10.5	The minimum major equipment requirements are the following:		
	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>
	Heavy Equipment – See final list on approve document		
12	<i>No further instructions.</i>		
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>Php400,000.00</i> [<i>Insert two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <i>Php1,000,000.00</i> [<i>Insert five percent (5%) of ABC</i>] if bid security is in Surety Bond.</p>		
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	<p><i>1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</i></p> <p><i>2. PRC License of key personnel assigned to the project.</i></p>		
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 and Contractors All Risk Insurance (CARI).		

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

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

6. Site Investigation Reports

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

7. Warranty

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

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract

acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	<i>Design Preparation – 60 days or 2 months. Construction – 210 days or 7 months.</i>
4.1	<i>3 days after the receipt of Notice to Proceed (NTP).</i>
6	The site investigation reports are: <u>Site inspection and survey (please refer to TOR)</u>
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></p> <p>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 <u>Seven (7)</u> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <u>Not applicable.</u>
13	The amount of the advance payment is <i>shall not exceed 15% of the total contract price and schedule of payment.</i>
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. <u>No further instructions</u>
15.1	The date by which operating and maintenance manuals are required is <u>not applicable.</u> The date by which “as built” drawings are required is <u>upon completion.</u>
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <u>None.</u>

Section VI. Specifications

Terms of Reference (TOR)

For the Procurement and Implementation of the Project “Construction of Three (3)-Storey Academic Building I (IT Building)” of WVSU Himamaylan City Campus

1. PROJECT INFORMATION

1.1 Project Description

The WVSU Himamaylan City Campus, having no licensed engineer to facilitate their preparation of detailed engineering documents, requested this office to assist in the preparation of engineering works. However, due to the lack of experts needed for the preparation of the said documents, and having this project included in the National Expenditure Program of 2024, thus the urgency of this project to be bidded out under the Early Procurement Activity (EPA) of this year. On this basis, the university deems it appropriate to undertake a Design and Build (DB) Scheme guidelines as per R.A. 9184 and its Implementing Rules and Regulations to ensure the implementation of this project.

The contract will involve the **Design and Build Scheme** leading to the construction of the **Three (3)–Storey Academic Building I (IT Building) at WVSU Himamaylan City Campus**. The lot where the 3-storey building will be built is presently vacant and adjacent to an existing 2-storey structure. The lot area is approximately 720 sq.m. with each floor having an area of 560 sq.m. for a total floor area of 1,700.00 sq.m. The plans and designs shall be in accordance with the plan of the said structures as conceptualized by the end user’s technical team and by the winning bidder (as defined in Section 3.1.1 of this TOR).

The Project shall have an Approved Budget for the Contract (ABC) of **PhP 20,000,000.00**, (Twenty Million Pesos only) inclusive of the cost for the Detailed Architectural and Engineering Design DAED (for the Complete 3-storey Building and for the Phase 1 works of the said project), the soil bearing/boring test, and the Construction proper for the Phase 1 of the 3-Storey Academic Building.

The project shall have the following basic components:

a. Complete Detailed Architectural and Engineering Design Plans, technical specifications, and design calculations for the **Complete** 3-storey construction of the Project. Such plans, designs, and technical specifications shall be subject for review and recommendation by the end-user together with the TWG for endorsement and approval by the president. The Design Development (DD) and the Contract Documents (CD) phases of the design shall continue after the bid is awarded. It shall likewise be subject for review and recommendation by the end-user together with the TWG for endorsement and approval by the president.

- b. Complete Detailed Architectural and Engineering Design Plans, technical specifications, and design calculations for the **Phase 1** of the 3-storey construction of the Project. Such plans, designs, and technical specifications shall be subject for review and recommendation by the end-user together with the TWG for endorsement and approval by the president. The Design Development (DD) and the Contract Documents (CD) phases of the design shall continue after the bid is awarded. It shall likewise be subject for review and recommendation by the end-user together with the TWG for endorsement and approval by the president. Please see details of the Phase 1 scope of works on the support documents attached this TOR.
- c. b. The bid shall be based on the conceptual/schematic design drawings prepared by the winning bidder as conceptualized and detailed as to technical specification of rooms, amenities and utilities included in the building such as data connectivity, server and internet connections, mechanical connections and FDAS, cctv and other cablings, septic tank, sanitary and water lines among others as specified and recommendation by the end-user together with the TWG for endorsement and approval by the president.
- d. c. The Contractor shall demolish/clear any structures obstructing the site. Clearing also entails protection of existing lines and amenities inside the premises of the site for the project. To include safeguarding of the existing adjacent building near the site.

1.2 Contractual Framework

The contractual arrangement to be used for the project is the Design-and-Build (DB) scheme. Under this scheme the procuring entity awards a single contract for the architectural/engineering design and construction to a single firm, partnership, corporation, joint venture or consortium. The winning contractor shall consult and collaborate with the WVSU Design Architect and TWG for the preparation of the Detailed Architectural Design of the Project. The Detailed Architectural and Engineering Design shall be subject for the review and recommendation by the end-user together with the TWG for endorsement and approval by the president.

The obligations and liabilities of the contractor and its Architect shall be joint and solidary for purposes of the Detailed Architectural Design of the Project in accordance with Article 1723 of the Civil Code of the Philippines and other pertinent laws.

The DB Scheme of procurement was recommended, endorsed, and adopted pursuant to the guidelines provided in Annex "G" – Guidelines for the Procurement and Implementation of Contracts of Design and Build Infrastructure of the revised IRR of RA 9184.

2. SCOPE OF CONTRACT

2.1 OBLIGATIONS OF THE WINNING BIDDER/CONTRACTOR

- a. Render architectural and allied engineering design services including final schematic design necessary for the implementation of the Project. The allied engineering design

services shall include, but shall not be limited to, design for architectural, civil, structural, electrical, mechanical/fire protection, sanitary/plumbing, electronics, cctv and data (fiber optics) and security systems works. All drawings shall be generated using licensed AutoCAD or Revit software and printed on A1 (594mm x 841mm.) High-Quality Tracing Papers. The winning bidder is required to submit an electronic AutoCAD file of the complete DAED plans as well as the final As-built plans in the same format (reflecting the changes in the original plans);

b. Undertake Detailed Architectural and Engineering Designs (DAEDs) using the given data such as topographic, hydrographic and cross-section surveys, geotechnical and geological investigation, and hydrologic investigation and initial schematic design or design concept provided by the end user which conforms with the Minimum Performance Specifications and Standards (MPSS);

c. The project shall be constructed according to the DAEDs prepared by the Winning Bidder and approved by the end user and in compliance with the MPSS. Likewise, construction includes conformance to the provisions pertaining to buildings under the latest edition of the DPWH Standard Specifications for Public Works Structures, Volumes II and III (Blue Book). The Blue Book prescribes, among other things, the material requirements;

d. and construction requirements for different items of work, including the tests to be conducted during construction by the DPWH-accredited testing laboratory. The Blue Book incorporates pertinent provisions of the American Society for Testing and Materials (ASTM) and American Concrete Institute (ACI), among other standards, pertaining to construction. Attention shall be given to the relevant items of work in the following Parts of the Blue Book:

Volume II

➤ Part A – Facilities for the Engineer

➤ Part B – Other General Requirements

- Volume III
- ➤ Part A – Earthwork
- ➤ Part B – Plain and Reinforced Concrete Works
- ➤ Part C – Finishing
- ➤ Part D – Electrical
- ➤ Part E – Mechanical/Fire Protection
- ➤ Sanitary/Plumbing Works (under Part E – Mechanical/Fire Protection)

For materials and technologies not covered by the Blue Book, or if the Proponent intends to use any new material/technology which is not accredited by the DPWH Bureau of Research and Standards (BRS), the Proponent shall submit a certification from a recognized foreign or international institution to the effect that the new materials or technology meets the MPSS for this Project and has been successfully used in existing structures with proven integrity.

The Winning Bidder or Contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty period specified in Section 62.2 of the IRR of RA 9184; and,

- a. If applicable, secure environmental clearance or an “Environmental Compliance Certificate (ECC)”. If the proposed project is considered outside the purview of the Philippine Environmental Impact Statement (EIS) System, a Certificate of Noncoverage or Certificate of Exemption shall be secured.
- b. Supervise and monitor the implementation of the project; and,
- c. Secure/ process all permits to include DOLE permit, building permit, zoning permit, fire permit and others in similar nature for the project implementation.

2.2 OBLIGATIONS OF THE PROCURING OFFICE (WVSU)

- a. Provide full information on all requirements for the Project;
- b. Approve the Winning Bidder or Contractor’s design without diminishing their full and sole responsibility for the quality and integrity thereof;
- c. Give prompt written notice thereof to Winning Bidder or Contractor, if it observes or becomes aware of any defect in the Project;
- d. Designate when necessary, representatives authorized to act on its behalf. It shall examine documents submitted by the Winning Bidder or Contractor and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of their work. It shall observe the procedure of issuing orders to the Winning Bidder or Contractor;
- e. Supervise and monitor the implementation of the project; and,
- f. Pay the accomplishment accepted in the conformance with the MPSS included under the Design and Build Contract.

2.3 BIDDING DOCUMENTS

The Bidding Documents for the Project shall govern the conduct of the procurement of the Project.

3. SCOPE OF WORKS

3.1 DESIGN PHASE

3.1.1 Preliminary Architectural Plan (PAP) by Bidder

The approved concept design shall adopt the old building of the Main campus design which is characterized by columns and arches. The building’s design shall blend with Quezon Hall features of the Main Campus.

Bidders shall submit also an alternative design concept with respect to the space allocation which provides an optimum use of spaces taking into consideration the classrooms and offices shown on the end user’s conceptual floor plans. This alternative design by the winning bidder shall be adopted should the same be found to be superior than the one conceptualized by the end user.

3.1.2 Detailed Architectural and Engineering Design (DAED) by the Winning Bidder

During the implementation of the Project, the Winning Bidder shall prepare the DAED of the Project and submit the same to the end user (WVSU) for approval prior to the execution of the construction works. The winning bidder must submit 2 different set of detailed cost estimates, complete with BOQ and technical specifications for the following:

1. Complete Set of DAED plans, cost estimates, specification, design analysis, and other requirement for a complete design for the Proposed 3-storey Academic Building and;
2. Complete Set of DAED plans, cost estimates, specification, design analysis, and other requirement for a complete design for the Phase 1 construction works of the Proposed 3-storey Academic Building, to indicate in the plans the cutting line/ termination point for phase 1 and indicate the start for phase 2 and other succeeding works. The Phase 1 plans will be based on the overall complete plans as required in no.1.

The Winning Bidder shall prepare the DAED based on its PAP as reviewed and accepted by the end user and in accordance with the MPSS. The DAED shall be undertaken with a degree of accuracy that will allow estimates to be made within approximately plus or minus five percent (+/-5%) of the final quantities.

Once approved by the end user, the Winning Bidder's DAED shall form part of the MPSS. The WVSU (end user)-approved DAED, together with the MPSS provisions on Construction under Section 2.0 hereof, shall govern the actual Construction undertaken by the Winning Bidder.

The Winning Bidder shall undertake the necessary field surveys and investigation in accordance with the end user's Design Guidelines, Criteria and Standards in the preparation of detailed engineering plans in accordance with the requirements of the TWG of the project. In carrying out these works, the Winning Bidder shall ensure that the engineering, environmental, social and resettlement teams collaborate closely throughout the entire process, particularly during field investigations and the development of the preliminary and final detailed engineering designs. The Winning Bidder shall ensure that all designs submitted for approval have fully taken into account key findings from the engineering, environmental, and social analyses and that negative environmental and social impacts have been minimized or eliminated to the fullest extent possible.

3.1.2 The foundation plan should be based on the design analysis of the carrying capacity of the intended structure. Thus, a **Soil investigation (Soil Bearing/Boring Test) is required**. This activity should be conducted by an accredited agency/testing center and should have concrete results and recommendations signed by certified and licensed engineers or qualified equivalent personnel with certifications. The Test results should clearly indicate the suggestions/recommendations for foundation plan, as well as water table levels, water/soil saturation test and other findings required on a soil boring test.

3.1.3 See attached support documents for the checklist and details of the conceptual plan.

3.2 CONSTRUCTION PHASE

The following works shall comprise this phase:

- I. Demolition/clearing of existing site.
- II. Boring test (required as pre-requisite to design of structural foundation).
- III. General requirements:

1. Service Vehicles for the Engineer and Engineer's Representative during testing of

materials and similar activities.

2. Temporary facilities such as field offices for the engineers and quarters for laborers;

bodega for the construction material.

3. Office furniture and equipment, survey equipment and consumables not limited to:

4. Photographs

This item consists of the supply of equipment and materials, i.e., album, necessary to undertake photographic progress activities of the project and of all costs incidental to the preparation and submission of photographs (at least 12 photographs per day). The quantities for photographs shall be one (1) set of photographs per month selected and provided as "Progress Photographs". Unit measurement and payment shall be "Month".

5. Health and Safety Program including Personal Protective Equipment (PPE)

6. Environmental compliance

7. Billboards (COA standard size)

8. Traffic management

9. Permits and Licenses

The winning bidder shall process and secure all the necessary permits as required by authorities for the preparation, and execution. The winning bidder shall coordinate with other agencies and pay the corresponding fees incidental to the acquisition of the required permits.

IV. Building Construction

For Phase 1 of the project construction, the winning bidder will prepare the phase 1 works which will be based on the overall design of the 3-storey structure, wherein the phase 1 project construction costing will be in the amount of **PhP 20,000,000.00 (Twenty Million)** tax inclusive. The firm will provide complete detailed specifications for the said phase 1, as well as the necessary BOQ, structural analysis, design analysis, detailed architectural and engineering plans and the detailed estimates covered for and set as the cutting line/ end of works included in the said phase. Likewise, the winning bidder will already establish the cutting line (scope of works for phase 1), but not limited to preparation for future tapping points, dowels and other connections required to proceed for phase 2 and succeeding phases if needed.

4. MINIMUM PERFORMANCE STANDARDS AND SPECIFICATIONS (MPSS)

The Contractor shall undertake the design and construction of the Project in conformance with the MPSS as contained in Section VI of the bidding documents.

5. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is **PhP 20,000,000.00**. This is the ceiling for acceptable bids. **Bids higher than ABC shall be automatically rejected.**

Particulars				Total (in PhP)
1. Remuneration Cost				
a. Basic Rates				
Scope of work	Qty	Unit	Unit cost	
Soil Boring test	1		50,000.00	50,000.00
Complete design of the 3-storey building	1		950,000.00	950,000.00
a. Complete plans, specifications, detailed estimates for the 3-storey structure				
b. Complete plans, specifications, detailed estimates for Phase 1 of the 3-storey structure				
Construction of Phase 1 base on the BOQ and program of works as indicated/required	1		19,000,000.00	19,000,000.00
<ul style="list-style-type: none"> • DAED plans • Permits and licenses • As built plans • Mobilization • Reproductions and printings 				
TAL APPROVED BUDGET OF THE CONTRACT				20,000,000.00

5.1 The contract shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to the winning bidder.

5.2 Schedule release of payment for services rendered as follows:

-Based on progress billing according to the Approved Contract Amount upon submission of all required documents and endorsement of approval for payment by the Procuring Office. Percentage of billing accomplishment will be subject to inspection report for verification of actual percentage accomplishment.

5.3. Payment Scheme/Schedule

- 5.3.1. Payments for the contract by the winning bidder shall be made upon submission of all documents by the company accompanied by billing statement, and upon acceptance and issuance of certificate of satisfactory service by the Procuring Office. Billing must be accompanied by an Accomplishment Inspection Report, photos of accomplishments, and test results as performed (if applicable).

All submitted works will be checked before processing of payments. Winning bidder shall be paid according to the stated fees subject to the required Expanded withholding Tax (EWT) of Ten percent (10%) or Fifteen percent (15%), whichever is applicable, subject to the consultant's gross income and Final Withholding VAT of Five percent (5%).

Payments shall be made within reasonable time after submission of all required documents.

6. PROPOSED IMPLEMENTATION SCHEDULE (Example):

Work Schedule

- a. For the following items, the design, computations and other detailed works for the mentioned works shall be submitted to the Procuring office within 45 calendar days upon receipt of Notice to Proceed (NTP) for checking and evaluation:
1. Complete documents for the proposed 3-storey Academic Building
 2. Complete documents for the proposed phase 1 of the 3-storey Academic building
- b. Approved signed and sealed documents within 15 calendar days upon receipt of corrections and comments from the procuring office. For a total of sixty **(60) CD** for the preparation of detailed plans for items no.1 and no. 2 respectively.
- b. The total number of days for the Construction works for Phase 1 of the 3-Storey Building will be **210 (CD) calendar days**.

7. ELIGIBILITY CRITERIA FOR BIDDERS

7.1 General

The Eligibility Requirements for this DB Project shall adopt the provisions of Annex "G" of the Implementing Rules and Regulations of RA 9184 (e.g. Eligibility Requirement). However, a prospective bidder who has no experience in DB Project on its own may opt to enter a subcontracting agreement with a design or engineering firm for the design portion of the project.

7.2 Legal Requirements

- a. Valid Contractor's License issued by the Philippine Contractor's Accreditation Board
- b. Valid license of the Contractor's designer issued by the Professional Regulation Commission.

7.3 Technical Requirements

- a. The Contractor must have built one structure similar to the project at hand with construction cost of at least 50 % of the ABC.
- b. The Contractor's designer must have designed one structure similar to the project at hand with a construction cost of at least 50 % of the ABC.

7.4 Financial Requirements

The Contractor must have a Net Financial Contracting Capacity (NFCC) at least equal to the ABC to be bid or equivalent to PhP20,000,000.00.

8. CONTENTS OF THE BID

8.1 IN THE FIRST ENVELOPE

Class "A" Documents

Legal Documents

1. Mayor's/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. In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of this IRR. (or otherwise indicated in the pre-bidding meeting)
2. Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
3. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives.

Technical Documents

4. 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.
5. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of this IRR, within the relevant period as provided in the Bidding Documents in the case of Goods.
6. A valid 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.

Financial Documents

7. 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.

8. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Document

9. If applicable, JV bidders shall submit a JVA in accordance with R.A. 4566 and its IRR.

Bid Security

10. Bid Security in the prescribed form, amount, and validity period (see Section 27 of the Revised IRR of R.A. 9184).

Project Requirements, which shall include the following:

11. Organizational Chart for the contract to be bid;

12. List of Contractor's Key Personnel (Design and Construction), (see Clause 12.2(d)(2), Section III, BDS of Bidding Documents) to be assigned to the contract to be bid, with their complete qualification and experience data;

13. List of Contractor's Equipment Units which are owned, leased and/or under purchase

agreements, supported by certification of availability of equipment from lessor/vendor for the duration of the project (see Clause 12.2(d)(3), Section III, BDS of Bidding Documents).

Other documents included in the 1st envelope are the following:

14. Omnibus Sworn Statement by the prospective bidder or its authorized representative in the prescribed format, duly signed and notarized;

15. Minimum Materials Testing Equipment (D.O. #11, Series of 2017);

16. **Preliminary Conceptual Architectural Design Plans** in accordance with the degree of details specified by the procuring entity:

- a. Location plan/vicinity map
- b. Perspective
- c. Floor plans
- d. Front view elevation
- e. Rear view elevation
- f. Left side view elevation
- g. Right side view elevation
- h. Longitudinal section
- i. Transverse section/ Cross Section

17. Design and Construction Method

18. List of Design and Construction Personnel.

For Design

The key professionals and the respective qualifications of the design personnel shall be as follows:

- Principal Architect

The Principal Architect must be duly licensed with at least ten (5) years' experience in the design of residential, government offices or institutional facilities, and shall preferably be knowledgeable in the application of rapid construction technologies.

- Structural Engineer

The Structural Engineer must be a duly licensed Civil Engineer with at least ten (5) years' experience in structural design and shall preferably be knowledgeable in the application of rapid construction technologies.

- Professional Electrical Engineer

The Electrical Engineer must be a registered Professional Electrical Engineer with at least five (5) years' experience in the design of lighting, power distribution, communication systems (specifically structured and local area network cabling, PABX), building management systems and preferably knowledgeable in developments in emergent efficient lighting technologies and energy management.

- Professional Mechanical Engineer

The Mechanical Engineer must be a Professional Mechanical Engineer with at least five (5) years in HVAC and fire Protection systems and preferably knowledgeable in emergent, alternative energy- efficient HVAC technologies.

- Professional Electronics and Communications Engineer
- Sanitary Engineer

The Sanitary Engineer must be duly licensed with at least five (5) years' experience in the design of building water supply and distribution, plumbing, and preferably knowledgeable in waste water management/treatment, and emergent, alternative effluent collection and treatment system.

The key professionals listed are required. The DESIGN & BUILD CONTRACTOR may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Architectural and Engineering Design Services, as stipulated in these Terms of Reference, for the PROJECT.

- Master Plumber
- Geodetic Engineer
- Geotechnical Engineer

Design personnel may also be utilized for the construction phase provided that the same meet the minimum number of years of experience in the construction of similar projects.

Prospective bidders shall attach everyone's resume and PRC license of the (professional) staff. Each license of all key personnel should be valid and non-expired up to the target completion date for phase 1 of the said project according to the timeline and established PERT-CPM. Key personnel may only be allowed to occupy a maximum of two (2) key positions for the same person.

For Construction Personnel

The key professionals and the respective qualifications of the DESIGN PERSONNEL shall be as follows:

- Project Manager

The Project Manager shall be a licensed architect or engineer with at least (5) years relevant experience on similar and comparable projects in different locations. The Project Manager should have a proven record or managerial capability through the directing/managing of major civil engineering works, including projects of a similar magnitude.

- Project Engineer

The Project Engineer shall be a licensed architect or engineer with at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

- Materials Engineer (M.E.I)

The Materials Engineer must be duly accredited with the DPWH and with at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

- Electrical Engineer

The Electrical Engineer must be duly licensed with at least five (5) years' experience in similar and comparable projects in the installation of lighting, power distribution, communication systems (specifically structured and local area network cabling, PABX), building management systems.

- Mechanical Engineer

The Mechanical Engineer must be duly licensed with at least five (5) years' experience in similar and comparable projects in the installation of HVAC and fire protection.

- Sanitary Engineer

The Sanitary Engineer must be duly licensed with at least five (5) years' experience in similar and comparable projects in the installation of building water supply and distribution, plumbing.

- Foreman

The Foreman must have at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

- Project Architect/ Project Engineer. (as required)

19. Value Engineering Analysis of design and construction.

The second envelope (Financial Proposal) shall contain all the required documents for infrastructure projects under Section 25.38 of the IRR of R.A 9184.

8.2 IN THE SECOND ENVELOPE – FINANCIAL PROPOSAL

The contents of Financial Proposal – In the Second Envelope shall be governed by Section 6.1 Design and Build Scheme of the DPWH Procurement Manual Volume II – Infrastructure Main Guidelines (2016).

1. Lump sum bid prices for the following in the prescribed Bid Form:

- a) Detailed Architectural and Engineering Design;
- b) Demolition Works; and
- c) Building Construction/Civil Works.

2. Cash flow by the quarter and payments schedule.

3. PROCEDURE AND CRITERIA FOR BIDS EVALUATION

The Procedure and Criteria for Bids Evaluation shall be governed by Section 6.1 Design and Build Scheme of the DPWH Procurement Manual Volume II – Infrastructure Main Guidelines (2016).

4. DATA TO BE PROVIDED BY THE END USER (WVSU)

These data are for reference only and does not guarantee the Contractor that the data provided are correct, free from error, and applicable to the project at hand. The Contractor is responsible for the accuracy or applicability of any data that he will use in his design–build proposal and services.

Sample Data for Buildings:

- a. Conceptual Plans

5. DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR DURING CONTRACT

IMPLEMENTATION

- a. Detailed Architectural and Engineering Plans (both for the complete 3-storey structure and the Phase 1 construction works)
- b. Design Analysis
- c. Survey Data
- d. Quantity Calculation and detailed cost estimates (both for the complete 3-storey structure and the Phase 1 construction works)
- e. Detailed Geotechnical Investigation Report
- f. Design Report.
- g. As-Built Plans, (Printed including CAD Files and BIM files (LOD 500))
- h. Other relevant documents

6. DESIGN AND BUILD PERIOD

The Winning Bidder shall commence actual works upon the issuance by the Procuring entity of the Notice to Proceed (NTP).

The Winning Bidder shall complete the signed and sealed DAED and submit within the sixty **(60) calendar days** (CDs) period to the end user/ TWG for review and approval. The contractor shall complete the construction of the building for the Phase 1 of construction works within the period of **210 calendar days**.

7. AMENDMENTS AND FORMS

In the implementation of these guidelines, the WVSU (end user) may issue additional guidelines or introduce modifications thereto through the amendment of its specific provisions as the need arises, as well as formulate, approve and disseminate standard bidding documents, forms and evaluation documents, whenever necessary.

Section VII. Drawings

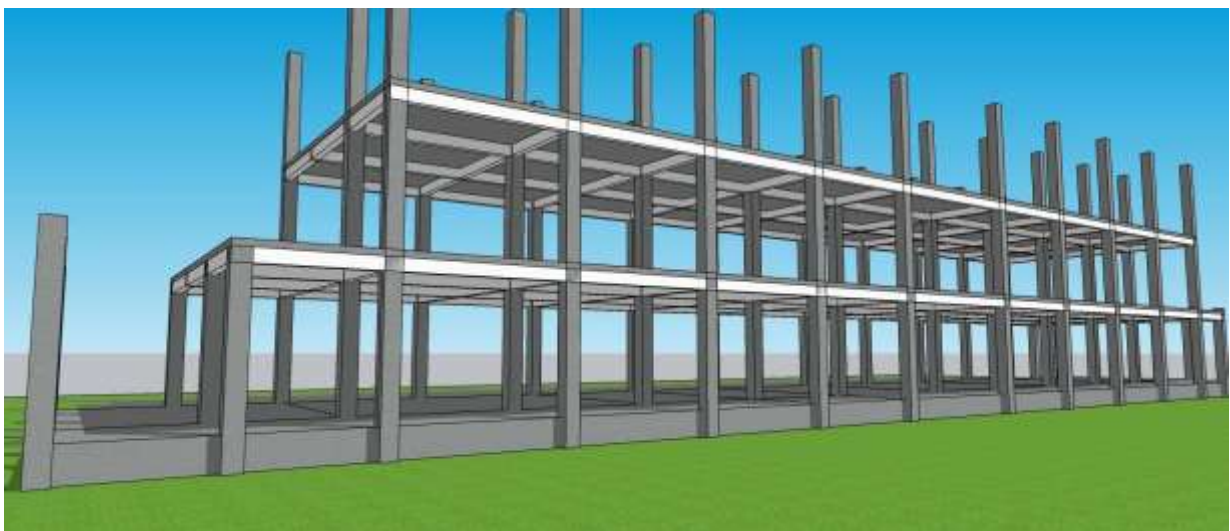
Concept Design Plans and Images (other attachments annexed in a separate file) shows indicative concept plans and images. The concept drawings are for references but preferred design by the Procuring Entity. The Bidder/Contractor may propose alternative schemes in the Bid Proposal subject to final verification and confirmation by the Procuring Entity during the actual conduct of Architectural and Engineering Design Services by the Design and Build Contractor.

ILLUSTRATIONS

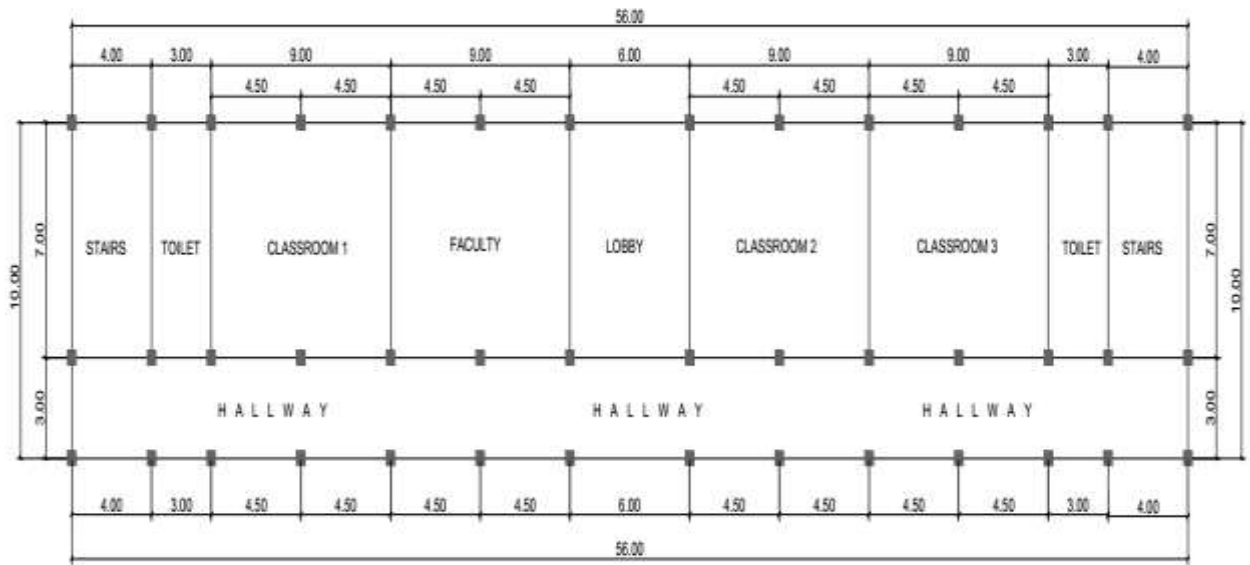
CONCEPTUAL DESIGN



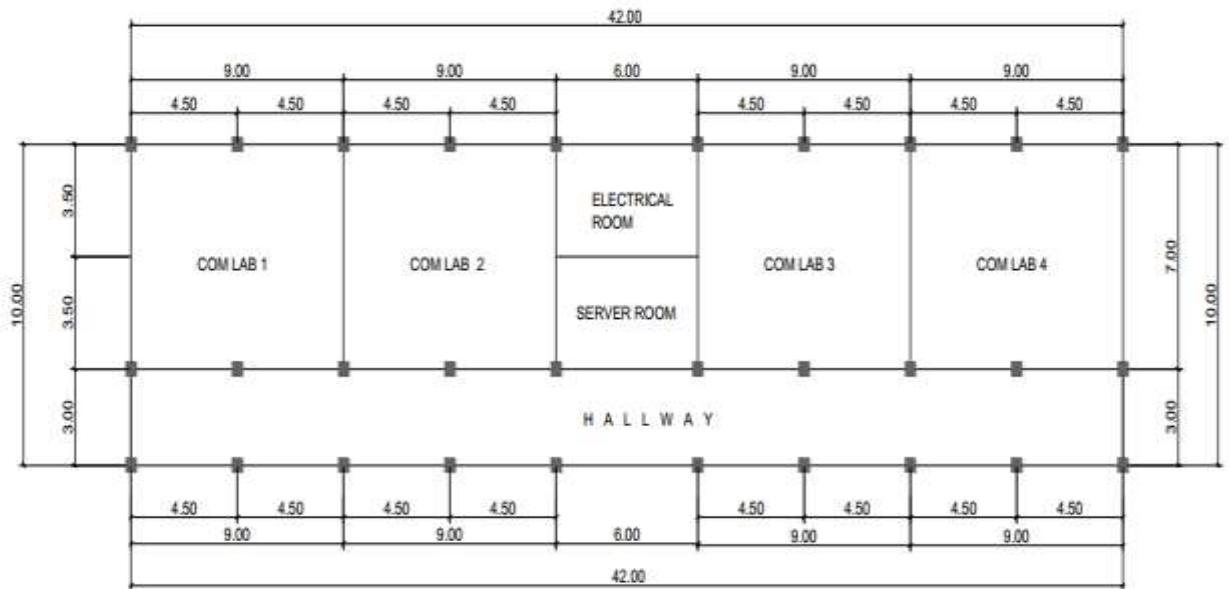
CONCEPTUAL DESIGN PERSPECTIVE FOR COMPLETE 3-STOREY ACADEMIC BUILDING 1



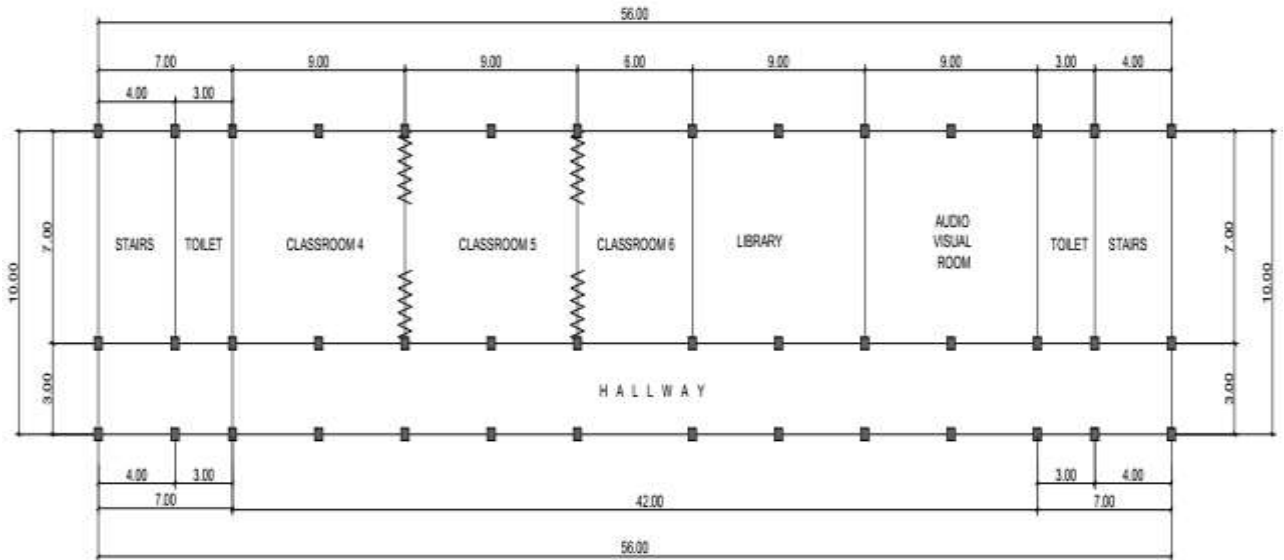
CONCEPTUAL DESIGN PERSPECTIVE FOR THE 3-STOREY ACADEMIC BUILDING 1 (PHASE 1)




 **GROUND FLOOR PRELIMINARY PLAN**
SCALE: 1:200M



 **SECOND FLOOR PRELIMINARY PLAN**
SCALE: 1:200M




THIRD FLOOR PRELIMINARY PLAN
 SCALE: _____ 1:200MM

Groud Floor	Second Floor	Third Floor
Spaces Ground Floor Classroom 1 Classroom 2 Classroom 3 Faculty Office Toilet Stairs Toilet Entrance Foyer/Ramps	LAB 1 LAB 2 LAB 3 LAB 4 Electrical Room Server Room Toilet Stairs	Classroom 4 Classroom 5 Classroom 6 Library Audio Visual Room Toilet Stairs

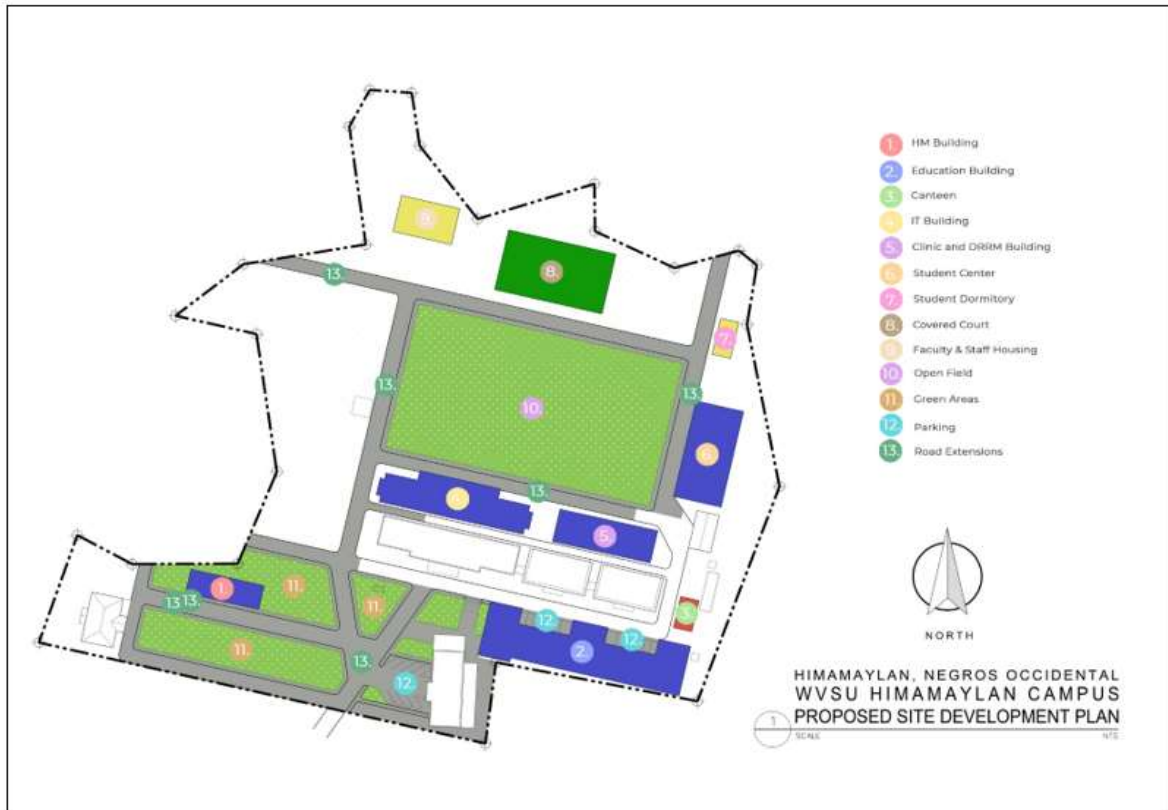


Figure 3.19. Proposed SDP, Himamaylan City Campus

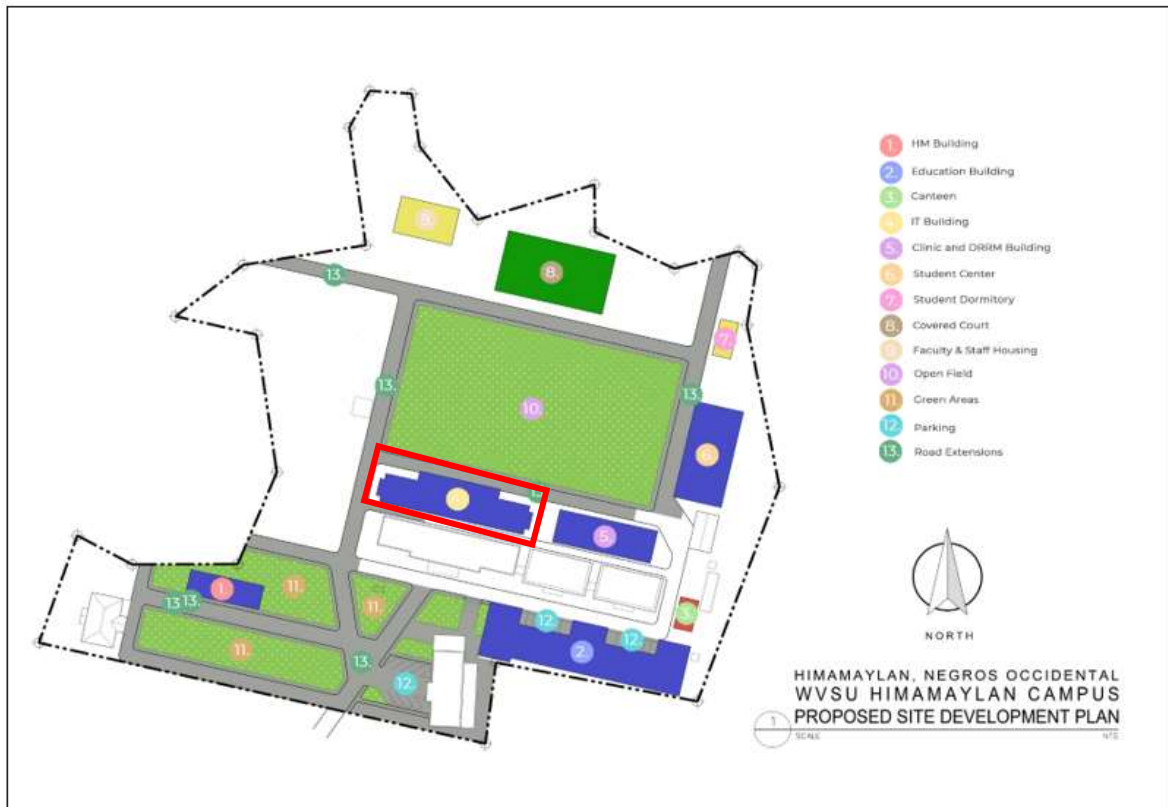


Figure 3.19. Proposed SDP, Himamaylan City Campus

Section VIII. Bill of Quantities

Contract Reference Number: ***IB No. 2024-02***

Name of the Contract: ***Construction of Three (3)-Storey Academic Building (IT Building) of WVSU Himamaylan City Campus Under the Design and Build Scheme.***

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

Calendar Days: ***270 Calendar days***

<i>Item No.</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Price ceiling (Total)</i>	<i>Unit Price</i>	<i>Total Price</i>
<i>1.</i>	<i>Design</i>	<i>1.00</i>	<i>lot</i>	<i>1,000,000.00</i>		
<i>2.</i>	<i>Construction</i>	<i>1.00</i>	<i>lot</i>	<i>19,000,000.00</i>		
	<i>----Noting Follows----</i>					
	<i>TOTAL BID PRICE</i>					

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 PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

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

Financial Documents

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

Class "B" Documents

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

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

Other documentary requirements under RA No. 9184

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

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

BID FORM

Date : _____

Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines² 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

² currently based on GPPB Resolution No. 09-2020

for the [Name of Project] of the [Name of the Procuring Entity].

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Performance Securing Declaration (Revised)

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufactureur/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	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

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: _

A. Design Phase

	Principal Architect	Structural Engineer	Electrical Engineer	Mechanical Engineer
1.Name				
2.Address				
3.Date of Birth				
4.Citizenship				
5.Civil Status				
6. Education				
College Name and location of School Year Graduated				
Post Graduate Name and location of School Year Graduated				
Technical Seminars (Use extra sheets, if necessary)				
7.PRC License No.				

	Electronics and Communications Engineer	Sanitary Engineer	Master Plumber	Geodetic Engineer	Geotechnical Personnel
1.Name					
2.Address					
3.Date of Birth					
4.Citizenship					
5.Civil Status					
6. Education					
College Name and location of School Year Graduated					
Post Graduate Name and location of School Year Graduated					
Technical Seminars (Use extra sheets, if necessary)					
7.PRC License No.					

Notes: Minimum qualification requirement for relevant experience:

A. Design Phase

Principal Architect – **Five (5) years**

Structural Engineer – **Five (5) years**

Electrical Engineer – **Five (5) years**

Mechanical Engineer – **Five (5) years**

Electronics and Communication Engineer - **Five (5) years**

Sanitary Engineer – **Five (5) years**

Master Plumber - **Five (5) years**

Geodetic Engineer – **Five (5) years**

Geotechnical Engineer – **Five (5) years**

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

B. Construction Phase

	Project Manager	Project Engineer	Materials Engineer	Electrical Engineer
1.Name				
2.Address				
3.Date of Birth				
4.Citizenship				
5.Civil Status				
6. Education				
College Name and location of School Year Graduated				
Post Graduate Name and location of School Year Graduated				
Technical Seminars (Use extra sheets, if necessary)				
7.PRC License No.				

	Mechanical Engineer	Sanitary Engineer	Foreman	Project Architect
--	---------------------	-------------------	---------	-------------------

1.Name				
2.Address				
3.Date of Birth				
4.Citizenship				
5.Civil Status				
6. Education				
College Name and location of School Year Graduated				
Post Graduate Name and location of School Year Graduated				
Technical Seminars (Use extra sheets, if necessary)				
7.PRC License No.				

Notes: Minimum qualification requirement for relevant experience:

B. Construction Phase

- Project Manager – **Five (5) years**
- Project Engineer - **Five (5) years**
- Materials Engineer - **Five (5) years**
- Electrical Engineer - **Five (5) years**
- Mechanical Engineer - **Five (5) years**
- Sanitary Engineer - **Five (5) years**
- Foreman - **Five (5) years**
- Project Architect - **Five (5) 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]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and

the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the

Procurement of Infrastructure Projects (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - c. Performance Security;
 - d. Notice of Award of Contract and the Bidder’s conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Procuring Entity]

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

Acknowledgment

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

