

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of  
INFRASTRUCTURE  
PROJECTS**

Construction and Completion  
of Various Buildings

Government of the Republic of the Philippines

**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***

### **Notes on the Invitation to Bid**

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

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

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

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



Republic of the Philippines  
**ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY**  
**Miagao Campus**  
Miagao, Iloilo  
Tel Nos. 315-8164  
Fax No. 315-9755



## **Invitation to Bid for THE CONSTRUCTION AND COMPLETION OF VARIOUS BUILDINGS**

1. The **Iloilo Science and Technology University – Miagao Campus**, through **Fund 164** intends to apply the sum of **Php 2,465,232.00** being the Approved Budget for the Contract (ABC) to payments under the contract for **ISAT U MC-INFRA-2022-02-06**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Iloilo Science and Technology University- Miagao Campus** now invites bids for the above Procurement Project. Completion of the Works is required **150 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 **Iloilo Science and Technology University- Miagao Campus** and inspect the Bidding Documents at the address given below during **office hours from 8:00 am to 5:00 pm from Mondays to Friday**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **February 14, 2022 – February 21, 2022**, from the given address and website/s stated 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 **Five Thousand Pesos (Php 5,000.00) only**.
6. The **Iloilo Science and Technology University- Miagao Campus** will hold a Pre-Bid Conference on **February 10, 2022, at 9:30 AM** at **ISAT U MC Admin. Bldg. Ground Floor or online via google meet if necessary/possible** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat manual submission at the office address as indicated below on or before, **February 21, 2022, at 5:00 PM**. 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 **February 22, 2022, 9:30 AM** at the given address **below ISAT U MC Admin. Bldg. Ground Floor or online via google meet if necessary/possible**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Iloilo Science and Technology University- Miagao Campus** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**MS. WENEFREDA N. NOLADA**

BAC Secretariat Section  
ISAT U – Miagao Campus  
Igtuba, Miagao, Iloilo  
Tel No.: 315-8164 loc 121  
Mobile No.: 09554897732  
Email: miagao.bac@isatu.edu.ph  
Fax: (033) 315-9755  
Website: sipc.edu.ph

12. You may visit the following websites:  
For downloading of Bidding Documents: *sipc.edu.ph*



**ELY S. CIASICO, Ph. D.**

BAC Chairperson

Date of Issue: \_\_\_\_\_

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

### **Notes on the Instructions to Bidders**

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

## 1. **Scope of Bid**

The Procuring Entity, **Iloilo Science and Technology University Miagao Campus** invites Bids for the **Construction and Completion of Various Buildings** with Project Identification Number **ISATU MC-INFRA-2022-02-06**.

The Procurement Project (referred to herein as the **Construction and Completion of Various Buildings**) is composed **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

## 2. **Funding Information**

2.1. The GOP through the source of funding as indicated below for **2022** in the amount of **Php 2,465,232.00**.

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 allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
  - 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised

IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. 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 and either at its physical address stated below as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents Comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## **11. Documents Comprising the Bid: Financial Component**

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

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

## **15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **120 Calendar Days**. 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***

### **Notes on the Bid Data Sheet (BDS)**

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

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

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

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

# Bid Data Sheet

ITB Clause																																																	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <b>Construction and Completion of Various Buildings.</b>																																																
7.1	<b>No further instructions.</b>																																																
10.3	Subcontracting is not allowed. <b>No further instructions.</b>																																																
10.4	The key personnel must meet the required minimum years of experience set below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: left;"><u>General Experience</u></th> <th style="text-align: left;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>5 years minimum</td> <td>Construction Project</td> </tr> <tr> <td>Project Engineers</td> <td>5 years minimum</td> <td>Construction Project</td> </tr> <tr> <td>Materials Engineers</td> <td>5 years minimum</td> <td>Construction Project</td> </tr> <tr> <td>Foreman</td> <td>5 years minimum</td> <td>Construction Project</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	5 years minimum	Construction Project	Project Engineers	5 years minimum	Construction Project	Materials Engineers	5 years minimum	Construction Project	Foreman	5 years minimum	Construction Project																																	
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10.5	The minimum major equipment requirements are the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: left;"><u>Capacity</u></th> <th style="text-align: left;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr><td>Bar Cutter</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Cut off Wheel Machine</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Electric Drill</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Electric Sander</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Welding Machine</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Plate Compactor</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Concrete Mixer</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Concrete Vibrator</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Jack Hammer w/ Compressor</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Bagger Mixer</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Tampering Machine</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Water Tank</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Re-Bar Bender</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Oxy-acetylene Cutter w/ Accessories</td><td></td><td style="text-align: center;">1</td></tr> <tr><td>Dump Truck</td><td></td><td style="text-align: center;">1</td></tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Bar Cutter		1	Cut off Wheel Machine		1	Electric Drill		1	Electric Sander		1	Welding Machine		1	Plate Compactor		1	Concrete Mixer		1	Concrete Vibrator		1	Jack Hammer w/ Compressor		1	Bagger Mixer		1	Tampering Machine		1	Water Tank		1	Re-Bar Bender		1	Oxy-acetylene Cutter w/ Accessories		1	Dump Truck		1
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12	<b>No further instructions.</b>																																																
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than <b>Php 49,304.64</b> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;																																																

	b. The amount of not less than <b><u>Php 123,261.60</u></b> , if bid security is in Surety Bond.
19.2	Partial bids are <b>NOT</b> allowed. <b>No further instructions.</b>
20	Not applicable. <b>No further instructions.</b>
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

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

### **Notes on the General Conditions of Contract**

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

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

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

## 1. **Scope of Contract**

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

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

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

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

## 3. **Possession of Site**

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***

### **Notes on the Special Conditions of Contract**

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

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

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

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

# Special Conditions of Contract

GCC Clause	
2	<b>Completion of the Works by Section/Sectional completion does not apply.</b>
4.1	Condition does not apply, project site is turned over to contractor in full upon issuance of NTP until completion of the project.
6	Certificate of Site Inspection issued by PDAS Office.
7.2	Condition does not apply, Defects liability period is 1 year after Certificate of Acceptance. (only for new construction)
10	Day works.
11.1	Not applicable, Program of Works and Bill of Quantities are already included in Bid Documents and form part of the contract.
11.2	<b>No further instructions.</b>
13	15% of the total Contract Price, shall be released upon mobilization of manpower and equipment.
14	Materials and equipment delivered on the site but not completely put in <b>place shall be included for payment.</b>
15.1	Not applicable.
15.2	Not applicable.

## *Section VI. Specifications*

### **Notes on Specifications**

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

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be

accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

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

# CONSTRUCTION SPECIFICATIONS

## GENERAL PROVISION

### Scope of Works

The work to be performed under these specifications shall consist of all materials and labor for the construction in accordance with the drawing and specification.

### Materials

All parts of the construction shall be of the materials as shown in the drawing and any such documents as specified herein.

### Clearing

The owner shall fully supervise the clearing of the site in all directions from the building lines to within the property.

## CONCRETE, MASONRY AND RELATED WORKS

### Scope of Works

Covered by this section of specifications consist of furnishing of all materials, equipment and labor in performing all operations in connection with the supply and installation of masonry, concrete and reinforced concrete in strict accordance with this section of specification and applicable drawing, subject to terms and conditions of the contract.

### Materials

Cement: Portland cement shall conform to the standard specification for Portland Cement (ASTM designation C-150 latest revision)

Coarse Aggregate: Gravel and crushed stones, used as coarse aggregate shall be graded and clean to conform with ASTM C-33 requirement. The maximum size of the aggregate shall not larger than three-fourth (3/4) of the minimum clear spacing between reinforcing bar and in no case shall be larger than two (2) inches in diameter.

Fine Aggregate: Fine aggregate shall conform to the requirement of ASTM C-33. It shall be obtained from quarry location specification by the Architect.

Reinforcing Bars: Reinforced steel bars for all reinforced concrete works shall be new and of structural of high carbon grade (ASTM designation latest revision) as indicated on the drawing. They shall be free from all grease, rust, defects or distortion.

### Type of Concrete and Usage

The type of concrete required shall exhibit ultimate compressive strength at 28 days in accordance with the schedule of materials. All types shall be subject to prior test of samples of approved materials or in the plans, the minimum ultimate strength of 3,000 psi shall be used on all reinforced structural members while 2,000 psi shall be used for slab on fill.

**Masonry**

The work covered by this section of specification consist of furnishing all materials, equipment and labor in all operation in connection with the installation of the concrete hollow blocks or other units complete in strict accordance with this section of specification and the applicable drawing and subject to the term and conditions of the contract.

**Concrete Hollow Blocks**

Units shall be standard sized and shapes required by the construction and free of any deleterious matter that will stain plaster or corrode metal, and shall be adequately cured before delivery.

**Sand**

Sand to be mixed for mortar and plaster shall be well screened, clean, hard, siliceous and free from loam, silt and other impurities.

**Mortar Mixture**

Cement mortar shall be one (1) part Portland cement and two (2) parts sand by volume but not more than one(1) part Portland cement and three (3) parts sand by volume for filling of concrete hollow block holes. Mortar shall be mixed dry and then wetted to proper consistency for use. No mortar that has stood for one hour shall be used. A mortar shows tendency to become dry before this time and shall have water added to it and adequately mixed.

**Erection of CHB units**

No masonry units having a film of water on their surface shall be laid in the walls. All masonry shall be laid plumb, true line with level and accurately spaced course and with each course breaking joints with the course below. Bond shall be kept plumb and true. Work required to build in with masonry including anchors, wall plugs and accessories shall be executed as in installation progress. Concrete masonry units shall be installed as shown in the drawing.

**Plastering**

Once masonry installation is complete, they shall be plastered on both sides to smooth finish, concealing all joints, etc. Plastering shall be performed by experienced plasterers/masons. Plaster mix shall be designed by the representative of the Engineer and after the completion of the work, the finished wall shall be washed with the solution of 10% by volume muriatic acid applied with stiff brush leaving clean surface cleaned by rinsing with water. Masonry units used to close existing opening, shall be finished to blend with its surrounding and surface. Before application of plaster, all relatively deep depressions and unnecessary opening, shall be filled with cement grout. Plastering shall be smooth or any otherwise, as designed and indicated on the drawings.

**CERAMIC UNGLAZED AND GLAZED TILES****General**

The work covered by this section of the specification consist of providing all materials, equipment and labor in performing all operations related to the installation of floor and wall tiles, glazed and unglazed, complete in strict accordance with this section of specifications and applicable drawings. Subject to terms and conditions of the provisions.

**Materials**

Ceramic Floor Tiles: Ceramic Floor and mosaic tiles and design and color shall be as indicated in the schedule of materials.

Ceramic Wall Tiles: Glazed tiles for wall face and wainscots shall be approximately 3/8" thick (except for mosaic tiles) and shall have non-vitreous body glazed surface with a bright glazed finish, Wall tiles include stops, returns, trimmers, caps, and other special shapes required for skills, jambs and recesses or offsets, to produce a complete and neat finished installation. For sizes, color and make of tiles, see schedule of materials.

**Setting Bed for Floors**

Setting bed for floor tiles shall be composed of one (1) part Portland cement and three (3) parts sand volume and mixed with adequate water to produce a workable mass.

**Installation of Floor Tiles**

Unglazed tiles shall be laid in a setting bed applied directly to concrete as specified herein. Floor tiles shall not be installed before wall tile setting has been completed. Patterns shall be laid as directed by the Engineer.

Floor tiles shall be as closed and as straight as possible with straight edges. And must necessarily slope toward the drains, setting bed shall have a minimum thickness of 3/4 inches, after complete installation of all floor tiles, joints shall be filled with pure white cement and the surface brushed clean with a solution of muriatic acid then rinsed with water. Projecting edges of tiles shall be rubbed down with carboradum leaving a smooth floor surface.

**CARPENTRY AND JOINERY WORKS****Scope of Works**

All works covered by this section of the specifications consists of providing all materials, equipment and labor to perform all necessary operation for fabrication and installation of the carpentry and joinery works completed in strict accordance with this section of specification and applicable drawing, subject to term and conditions of the contract.

**Materials**

All materials shall be standard grade or higher, each delivery of lumber shall be accompanied by certification from the supplier stating the species, grade and whether kiln or air dried. No materials will be incorporated or use in the work unless they are inspected and approved by the representative of the Engineer. Materials do not meet specifications shall be removed. All lumber except millwork shall be air dried with maximum moisture content of 25%. It shall be straight grained, free from warp and true to size, all lumber used for exposed work shall be planed and smooth finished. All mill work lumber shall be kiln dried. For womanized or treated lumber, use species shown on the schedule of materials.

## **Steel**

Framing steel and other rough work shall be properly framed and closely fitted, accurately set to required set to required lines and level rigidly secured in place. Stud shall be sized to give true surface and finish. Members shall be framed for the passes of pipes and conduit without cutting the structural members. No framing members shall be cut, notched or bored without permission from the Engineer.

## **Wood Nailer Spacing**

Stud spacing for plywood and other boards shall not be more than 600mm on center. Joints shall be made over bearings and secured with 4d finishing nails or screw spaced at 150 mm on the center bearings. Unless otherwise shown on the drawings, plywood on walls shall be installed with grains vertical. Horizontal framing shall also be 600 mm on center. Plates of stud partitions resting on concrete floors shall be anchored in place within ½ inch bolts spaced according to the drawings and in no case more than 1800 mm apart.

## **HARDWARE**

### **Scope of work**

The works covered by this section of the specification include furnishing all materials, equipment and labor necessary for fabrication and installation of hardware in accordance with this section of specification and applicable drawings, subject to terms and conditions of the contract.

### **Installation**

All hardware shall be installed as per manufacture's affection. Work shall be done neatly and in accordance with accepted practices and standards. Screws of the same finish adequate size shall be used to fix hinges.

### **Protection**

After hardware have been properly fitted, all exposed items such as knobs, extrusions, plates, locks, etc. Shall be removed until the final coat of paint and finished has been applied. All hardware unless to be painted over, that are to be removed before painting shall be properly marked until final coat of painter's finish applied, completely dried.

### **Hardware Mounting**

Unless otherwise required, located as follows. Door knobs shall be 900 mm above finish floor line. Push plates shall be 1270mm above finish floor line. Door pulls shall be 1050 mm from finish floor line to center of the grip. Cylindrical dead lock shall be 1400 mm from finished floor to the center of the cylinder handle.

## **ELECTRICAL**

### **Scope of Works**

Works under this section of the specification shall include the installation of all electrical wiring/fixtures as shown on the drawings. Electrical wiring installation shall also be included. All electrical works shall be done in accordance with the National Electrical Code and the governing agency of the locality.

### **Installation**

Wiring installation shall use ½" diameter PVC conduit pipes. Sizes of wire shall be as indicated on the drawings. No wire smaller than #14 TW insulation shall be used.

**Switches and convenient outlets**

Light switches shall be of flush mounted type. Veto quietmatic or its approved equal. Light switches mounting height shall be not less than 4' to 6' from the finished floor line. Convenient outlets shall be flush mounted at a height of 2 inches above the baseboard or 12 inches above the finished floor line.

**Lighting Fixture**

Lighting fixture shall be chosen by the Engineer with the approved of the owner. Railings shall be based on the Electrical engineer's computation or as reflected in the plans.

**PAINTING AND VARNISHING****Scope of Work**

The works to be included in this section of the specification consists of providing materials, equipment and tools, and labor necessary to complete all the works in accordance with the Engineer specifications. Color and brand of paints shall be consulted with the Engineer and the owner.

*Section VII. Drawings*

**PLEASE SEE ATTACHED PLAN**

## ***Section VIII. Bill of Quantities***

### **Notes on the Bill of Quantities**

#### **Objectives**

The objectives of the Bill of Quantities are:

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

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

#### **Daywork Schedule**

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

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

#### **Provisional Sums**

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

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

### **Signature Box**

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

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

*Section VIII. Bill of Quantities*

**PLEASE SEE ATTACHED PROGRAM OF WORKS  
AND BILL OF QUANTITIES AND COSTS**

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

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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



Republic of the Philippines  
**ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY**  
**Miagao Campus**  
Miagao, Iloilo

• Tel No. 315-8164 • Fax No. 315-9755



Contract Reference Number: **MC-INFRA-2022-02-06**  
Name of the Contract: **Construction & Completion of Various Buildings**  
Location of the Contract: **ISAT U - Maigao Campus, Miagao, Iloilo**  
Bidder: \_\_\_\_\_

**CHECKLIST OF ELIGIBILITY & TECHNICAL AND FINANCIAL REQUIREMENTS FOR BIDDERS (GOODS)**

**A. Eligibility Requirements**

- i Registration Certificate from SEC, Department of Trade and Industry (DTI) for Sole Proprietorship, or CDA for Cooperatives.
- ii Valid and current Mayor's Permit/Business Permits issued by the city or municipality, where the principal place of business of the prospective bidder is located, or the equivalent document from Executive Zones or Areas.
- iii Tax Clearance per Executive Order 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)

**B. Technical Components**

- i PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of IRR, except for foreign bidders participating in the Procurement by a Philippine Foreign Service Office of Post.
- ii PCAB License and Registration
- iii Statement of the prospective bidder of all its **ongoing and completed government and private contracts**.
- iv 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 the IRR, within the relevant period as provided in the Bidding Documents in the case of Goods.
- v The prospective bidder's computation for its **Net Financial Contracting Capacity (NFCC)**.
- vi Joint Venture Agreement (JVA) if applicable.
- vii **Bid Security** in the prescribed form, amount and validity period.
- viii Project Requirements which shall include the following:
  - (1) Duly Signed Contractor's Organizational Chart
  - (2) Duly Signed List of Contractor's Key Personnel (Project Manager, Project Engineers, Materials Engineer and Foreman to be assigned to the contract to bid with their complete qualification and experience data.
  - (3) Duly Signed List of Contractor's Equipment units which are owned, leased and/or under purchase agreement supported by of ownership or certification of availability of equipment.
- ix **Omnibus Sworn Statement** in accordance with Section 25.3 of IRR
  - a. It is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations or LGUs, including foreign government/foreign or international financing corporations, whose blacklisting rules have been recognized by the GPPB.
  - b. The signatory is the duly authorized representative of the prospective bidder and shall 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 accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate whichever is applicable.
  - c. It is authorizing the Head of the Procuring Entity or his duly authorized representative/s to verify all the documents submitted.
  - d. 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.
  - e. The bidder is not related to the head of the procuring entity, members of the BAC, TWG, and the BAC Secretariat, Head of the Project Management, Office of the End-user unit, and the project Consultants by consanguinity of affinity up to the third civil degree.
  - f. It complies with the bidders responsibilities
  - g. It complies with existing labor laws and standards.
  - h. Did not give or pay directly or indirectly, any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any persons or official, personnel or representative of the government in relation to any procurement project or activity.

**C. Financial Documents**

- i Duly Signed Bid prices in the Program of Works and Bill of Quantities
- ii Duly Signed Detailed Estimates
- iii Duly Signed Cash Flow by Quarter

Republic of the Philippines



Government Procurement Policy Board