

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **CONSTRUCTION OF CAMPUS PERIMETER FENCE AT NORSU GUIHULNGAN CAMPUS (2 Failed – Negotiated Procurement)**

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.



RA 9299

Republic of the Philippines

June 25, 2004

**NEGROS ORIENTAL STATE UNIVERSITY**

NOPS (1907)

NOTS (1927)

EVSAT (1968)

CVPC (1983)

**Kagawasan Avenue, Dumaguete City, Negros Oriental, Philippines 6200**Phone: (63) (35) 225-9400 Fax: 225-4751 Email: [president.office@norsu.edu.ph](mailto:president.office@norsu.edu.ph) [www.norsu.edu.ph](http://www.norsu.edu.ph)**18Q19869**

## BIDS AND AWARDS COMMITTEE

### Invitation for Negotiated Procurement for

#### CONSTRUCTION OF CAMPUS PERIMETER FENCE AT NORSU GUIHULNGAN CAMPUS

**INFRA2020 -02-02**

1. In view of the two (2) failed public biddings, the **Negros Oriental State University-Bids and Awards Committee (NORSU-BAC)**, invites interested bidders to participate in the negotiation for the project, *“Construction of Campus Perimeter Fence at NORSU Guihulngan Campus”* in accordance with Section 53.1 of the 2016 Revised Implemented Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, otherwise known as the *“Government Procurement Reform Act.”* Through STF 164 intends to apply the sum **Three Million Pesos Only (Php 3,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the said project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. Completion of the Works is required within **Ninety (90) calendar days from the date of receipt of the Notice to Proceed**. 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. The NORSU-BAC will hold a meeting with all interested bidders on interested bidders on **November 6, 2020 at 11:00AM**.
4. The Eligibility Documents, Technical Proposal, and Best and Final Offer stated in the checklist shall be submitted in one (1) original and two (2) duplicate copies on or before **November 18, 2020 at 10:30AM**, at the **NORSU BAC Office, 2/F Supply Bldg, NORSU Main Campus, Kagawasan Ave., Dumaguete City**.

The BAC shall conduct the meeting for the opening of the Eligibility Documents, Technical Proposal, and Best and Final Offer on **November 18, 2020 at 11:00AM at the NORSU BAC Office, 2/F Supply Bldg, NORSU Main Campus, Kagawasan Ave., Dumaguete City**. Late bids shall not be accepted.

Best and final offers received in excess of the ABC shall be automatically rejected.

Procurement is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

5. Interested bidders may obtain further information from the NORSU-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from **9:00 a.m. to 4:00 p.m.**
6. The bid documents may also be downloaded free of charge from the website of the Philippines Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity.
7. The link for the videoconference for the Pre-Bid Conference and the Opening of Bids shall be **<https://msngr.com/JnDicFB5JeaJELcZ>**.
8. In compliance with GPPB issued Resolution No. 09-2020, the following internal guidelines were

being formulated:

- (i) The BAC allows the use of videoconferencing, webcasting and similar technology in the conduct of any of the meetings and determination of quorum by the BAC. Please contact us if cannot attend personally.
  - (ii) The BAC considers the submission of documents thru email with e-signature/digital signature provided that the document submitted shall include attached valid government ID of the duly authorized person representing the company. Also, provided that the bid submission is received on or before the scheduled opening of bids. Provided further that the bidder shall also send the actual bid documents thru courier services, the tracking receipt shall be sent as an attachment to the email or a separate email on or before the scheduled opening of bids.
  - (iii) If the hard copies of the bid documents cannot be sent on or before the opening of bids due to fortuitous events, the bidder shall email the BAC on such impediment and attach a signed Certification attesting to the case. The tracking receipt will be emailed on the date the hard copies of the bid documents were sent.
  - (iv) All online submission of bids shall be sent to the email address: [onlinebidsubmission.norsubac@norsu.edu.ph](mailto:onlinebidsubmission.norsubac@norsu.edu.ph).
  - (v) All online submissions shall conform to Number 4.2 of GPPB RESOLUTION NO. 09-2020 on the requirement of archived and compressed format with password protection. All documents sent with no passwords will be treated as NON-COMPLIANT by the Bids and Awards Committee and will automatically be disqualified.
  - (vi) The filename of the online bid submission shall be in the following format: **"NORSU Project Reference Number"** + "Company Name" + "First Envelope" + "File Number (if applicable)"
  - (vii) All scanned documents for online submission must be in **compiled** in pdf format or equivalent read only format. The chronological order based on the checklist of requirements must be strictly followed. In the event the file is above 25MB, a separate file may be submitted bearing the added file number.
  - (viii) The bidder must be present virtually if not available to come during the opening of bids. The bidder must use the virtual meeting as indicated in the Instruction to Bidders. Once called by the BAC for the opening of the bid file submitted thru email, the bidder shall provide the password for opening the file. The bidder may provide the password thru video call, teleconferencing, text message or call the BAC Secretariat during the opening of bids ONLY.
  - (ix) Passwords emailed before the opening of bids will not be allowed.
  - (x) The BAC Secretariat shall be responsible for the audit trail of all emailed bid submissions and shall immediately confirm the receipt of the emailed online submission of the bidder.
  - (xi) Modification of bids shall comply with the provisions under **Number 5.4 of the GPPB RESOLUTION NO. 09-2020**. The format shall be as follows: **"Modification"** + **"NORSU Project Reference Number"** + "Company Name" + "First Envelope" + "File Number (if applicable)"
  - (xii) All inquiries on the conduct of procurement activities may be done thru the following emails:  
[norsubacsec@gmail.com](mailto:norsubacsec@gmail.com)  
[norsuregistrar@yahoo.com](mailto:norsuregistrar@yahoo.com)
9. If Bids are submitted by a representative, the said representative may have **Special Power of Attorney** authorizing him/her to represent the bidder for the said Bidding Activity.
10. The **NEGROS ORIENTAL STATE UNIVERSITY (NORSU)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its

IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

*REYMIL T. CADAPAN*

*NORSU BAC Secretariat Office*

*Kagawasan Avenue, Dumaguete City, Negros Oriental*

*Email Add.: norsubacsec@gmail.com*

*Tel. No.: (035) 225-6393 local: 336*

*Cell. No.: 0936-315-4839 (TM)/0963-890-3622 (TNT/SMART)*

*(SGD)MERIVIC G. CATADA, Ph.D.*  
*University BAC Chairperson*

## ***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, *Negros Oriental State University* invites Bids for the *CONSTRUCTION OF CAMPUS PERIMETER FENCE AT NORSU GUIHULNGAN CAMPUS*, with Project Identification Number *INFRA2020-02-02*.

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 *FY 2020* in the amount of *PHP 3,000,000.00*

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

## **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.**

- 7.4 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/meeting for this Project on the specified date and time and either at its physical address at the *BAC Office, 2<sup>nd</sup> Floor Supply Building, NORSU Main Campus, Dumaguete City* and/or through videoconferencing/webcasting} as indicated in paragraph/Item 3 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/Item 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/within 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/Item 8 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/Item 4 of the IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **19. Detailed Evaluation and Comparison of Bids**

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

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

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

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

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <b><i>Construction/Improvement of Fence</i></b>
7.1	<b><i>Subcontracting is not allowed.</i></b>
10.3	<p>The required PCAB license (per Philippine Contractors Accreditation Board Resolution no. 201, series 2017) for this contract is as follows:</p> <p><b>a. Size Range: Small B</b>  <b>b. License Category: C &amp; D</b></p> <p>Note: Bidders under Small A or Small B category who do not have a previous completed contract are allowed to participate if the cost of such contract is not more than the ARCC under their PCAB registration.</p>
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <p><b>Minimum Personnel Requirement:</b></p> <p><u>Project Management Team</u></p> <ol style="list-style-type: none"> <li>1. Project Manager – specify at organizational chart</li> <li>2. Site Engineer – specify at organizational chart</li> <li>3. Safety Officer – specify at organizational chart</li> <li>4. Materials Engineer – specify at organizational chart</li> </ol> <p><u>Construction team</u></p> <ol style="list-style-type: none"> <li>1. Foreman – specify at organizational chart</li> <li>2. Mason – show at manpower schedule</li> <li>3. Carpenter – show at manpower schedule</li> <li>4. Welder – show at manpower schedule</li> <li>5. Painter – show at manpower schedule</li> <li>6. Electrician – show at manpower schedule</li> <li>7. Laborers – show at manpower schedule</li> </ol>
10.5	<p>The minimum major equipment requirements are the following:</p> <p><u>Equipment</u></p> <ol style="list-style-type: none"> <li>1. Dumptruck 4 cubic capacity</li> <li>2. Compactor</li> <li>3. Concrete Vibrator</li> <li>4. Welding Machine</li> <li>5. One Bagger Mixer</li> </ol> <p><u>Tools</u></p> <ol style="list-style-type: none"> <li>1. Angle Grinder</li> <li>2. Cut-off Saw</li> <li>3. Hand Drill</li> <li>4. Bar Cutter</li> <li>5. Cutting outfit</li> </ol>
12	<b><i>There is no provision for a value engineering change proposal.</i></b>
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:

	<p>a. The amount of not less than <i>PHP60,000.00 [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>PHP 150,000.00 [Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>
16	<p>Each bidder shall submit One (1) original and Two (2) copies of the 1st and 2nd Component of each bid.</p> <p>Identify each envelope properly/legibly (Technical and Financial with company name and project title to bid).</p>
19.2	Partial bids NOT allowed.
20	<p>Within a non-extendible period of five (5) calendar days, from receipt by the bidder of the notice from BAC that it submitted the Single/Lowest Calculated Bid (S/LCB) the bidder shall submit the following documentary requirements:</p> <p>1. Present the original copy and submit copy of the following <i>Post-qualification documents</i>:</p> <ul style="list-style-type: none"> <li>i. SEC/DTI Registration; SEC/DTI Registration;</li> <li>ii. Valid &amp; Current Mayor's Permit/ Municipal Licenses–Year 2020;</li> <li>iii. Valid Tax Clearance per Executive Order 398, Series of 2005;</li> <li>iv. Certificate of VAT Registration;</li> <li>v. Certificate of PhilGEPS Registration;</li> <li>vi. Any proof of enrollment in the Electronic Filing and Payments System (EFPS);</li> <li>vii. Latest income and business tax returns;</li> </ul> <p>Failure of the bidder (declared as the Single/Lowest Calculated Bid) to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification for award.</p> <p>Furthermore, as part of the Post Qualification, the eligibility and technical documents submitted by the SCB/LCB, will be validated and verified.</p>
21	<p>The following documents shall form part of the contract:</p> <ul style="list-style-type: none"> <li>1. Duly signed Construction Schedule, S - Curve and PERT - CPM network diagram,</li> <li>2. Duly signed manpower schedule,</li> <li>3. Duly Signed construction methods,</li> <li>4. Duly signed equipment utilization schedule,</li> <li>5. Certificate of Site Inspection (not strictly required)</li> <li>6. Construction safety and health program approved by the Department of Labor and Employment, and</li> <li>7. Duly Signed Gantt Chart.</li> </ul> <p>These documents shall be submitted during the Post Qualification along with the documentary requirement to form part of the contract except for Item No. 6.</p>

## ***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	<i>The Intended Completion Date is Ninety (90) Calendar days from receipt of Notice to Proceed</i>
3.1	The <b>Site</b> is located at <i>Negros Oriental State University (NORSU) Guihulngan Campus, Guihulngan, Negros Oriental.</i>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	<i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.</i>
10	<i>No dayworks are applicable to the contract.</i>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <b>10</b> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>1% of the Progress Billing.</i>
13	The amount of the advance payment is <i>up to 15% of the contract price.</i>
15.1	The date by which operating and maintenance manuals are required is <i>[date]</i> .  The date by which "as built" drawings are required is <i>within 90 calendar days.</i>
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>1% of the total contract price.</i>

## ***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.

## SCOPE OF WORKS

For The CONSTRUCTION OF CAMPUS PERIMETER FENCE at NORSU Guihulngan Campus , Guihulngan, Negros Oriental

### A. Overview

The proposed Concrete Fencing will serve as permanent fencing structure around campus lot perimeter of NORSU Guihulngan replacing the existing fence. It has a total perimeter length of 255m, 85 spans @ 3m / span.

### B. Description of Structure

The structure is composed of mixed material utilizing plastered and primed concrete wall at a height of 3.0 M from NGL.

The funding for this project shall come from the Special Trust Fund – Tuition in the amount of **THREE MILLIONPESOS ONLY (PhP 3,000,000.00)**. Project duration is **Ninety calendar days (90cd's)**.

### C. Work Descriptions

The table below is a summary of work items and its quantities:

ITEM NO.	DESCRIPTION	% of Total	Quantity	Unit
I	GENERAL REQUIRMENTS	4.40%	1	LOT
II	SITE WORKS	9.68%	1	LOT
III	FORMS AND SCAFFOLDING	5.63%	1	LOT
IV	REINFORCED CONCRETE STRUCTURE	1.15%	51.18	CU.M.
VI	MASONRY	79.14%	1	SQ.M.

#### ITEM I. GENERAL REQUIREMENT

##### I.1 Temporary Facilities

I.1.1 A tarpaulin signboard suitably framed for outdoor display at the project location, and shall be posted as the award has been made. The design and format of the tarpaulin as shown below, shall have the following specifications:

Tarpaulin white 8ft x 8ft  
Resolution: 70 dpi  
Font: Helvetica  
Font Size: main Information: 3"  
Sub-Information : 1"  
Font Color: Black

I.1.2 The Contractor shall provide the as-built plans of the completed project.

I.1.3 Construction Safety and Health program includes provision of safety gadgets (**5pcs – safety Glasses, 5pcs – hard hat, 5pcs – safety shoes/Safety Boots, 5pairs of safety gloves**, working uniform, safety harnesses when working above 3' ) for all workers on the hard hat area. No contractor shall require any employee to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety. All workers shall at all times, during the work duration, wear all the necessary protective equipment.

All purchased used PPE (**5pcs – safety Glasses, 5pcs – hard hat, 5pcs – safety shoes/Safety Boots**) shall be properly turn over to the procuring entity upon completion

of the contract. The contractor will also submit a pictures of the workers wearing the said PPE while working on site to be turn over at the end of the projects.

The contractor shall also assign a safety and health personnel that will assess the safety of the workers and workplace **once a week** for the entire duration of the contract.

I.1.4 The Contractor shall apply for Fencing Permit.

I.1.5 The Contractor shall provide temporary facilities (Warehouse, temporary fencing, temporary connection (water and electricity))

The Contractor shall apply Temporary Utility Connection from NORECO and Water District. In any case the contractor cannot apply for the utilities, the contractor is responsible in the installation of sub meter to be tap at the University line for water and electricity to determine the consumption during the construction phase.

## ITEM II. SITE WORKS

### II.1 Demolition Works

The Contractor is responsible in the removal of existing fence only up to the required perimeter length of the said project.

### II.2 Excavation

Excavation for Column footing and Wall footing. Top soil and/or loose soils from the site shall be excavated and removed until reaching stable grounds with minimum depth according to drawings. Gravel Bedding. Two (2") inch round gravel shall be used as bedding of 0.1 meters thick below concrete footing.

## ITEM III. FORM AND SCAFFOLDINGS

The Contractor shall provide all form and scaffolding (steel/wood) to complete the works.

## ITEM V. REINFORCED CONCRETE STRUCTURE

Concrete mix shall be of class A mixture or has a minimum compressive strength of 3,000 psi applied to all concrete structures;

**FOOTING** : Column Footing  
Wall Footing

**COLUMN** : Footing to top height of fence

and in accordance with the standard specifications for reinforced concrete. Vibratory compaction shall be employed after pouring of concrete.

Reinforcing steel shall be locally manufactured of grade 33 to below 16mm bars, deformed billet steel bars conforming to Philippine Standard. Main reinforcing bars and stirrups shall be free from rust.

## ITEM VI. MASONRY WORKS

The work includes the laying of 4" thick concrete hollow blocks to specified height according to plans with minimum compressive strength of 350 psi. Reinforcing bars with 10 mm diameter vertical bars at 0.6 m on center and 10 mm diameter horizontal bars at every third layer of CHB shall be installed and tied with G.I. wire at all intersections. Mortar mix shall be one part Portland cement to 3 parts sand and to be used as filler for the hollow core or cell of the blocks and as binder between layers of CHB's .

All mortar mix for plaster shall be one part Portland cement to two parts sand with a minimum thickness of 16mm. Masonry walls shall be covered with rough plaster finish.

## D. CONTRACTOR'S SCHEDULE, PROGRESS REPORTING and OBLIGATIONS

- a) Progress Reporting. Throughout the Contract duration, the contractor shall be responsible for taking detailed and accurate measurements of the actual progress of all aspects of the works and provide latest pictures of on-going work for progress billing. It is also the obligation of the contractor to make a log of the activities on a daily basis to have a record of the works being done. Suspension of work shall be discussed by the University Engineer and the Engineering personnel during pre-construction meeting within 7 days prior to mobilization. All time extension and suspension shall fall within the critical path activity.
- b) Testing Work. The testing work shall include all test and checks on:  
All concrete mixtures poured on footings, columns, beams, and slabs and required tests on structural steel members and reinforcing bars. Testing the effectiveness and workability of electrical lines, water and sewer lines. House cleaning of the work area in preparation of hand over to NORSU.
- c) Commissioning punch list. This shall be established for the purpose of recording all discrepancies damaged or missing materials, malfunctions, missing documents and any deviation from the design drawings and specifications or normal operating conditions. All punch list items must be cleared from the list prior to project turn over.
- d.) Site Engineer/Project Engineer. It is the obligation of the contractor to assign project engineer at site to insure quality of work.

#### **E. CONFLICT IN REFERENCE DOCUMENTS**

In the case of any conflict between the technical requirement and specifications of this contract documents, or among the reference documents, the order of precedence is:

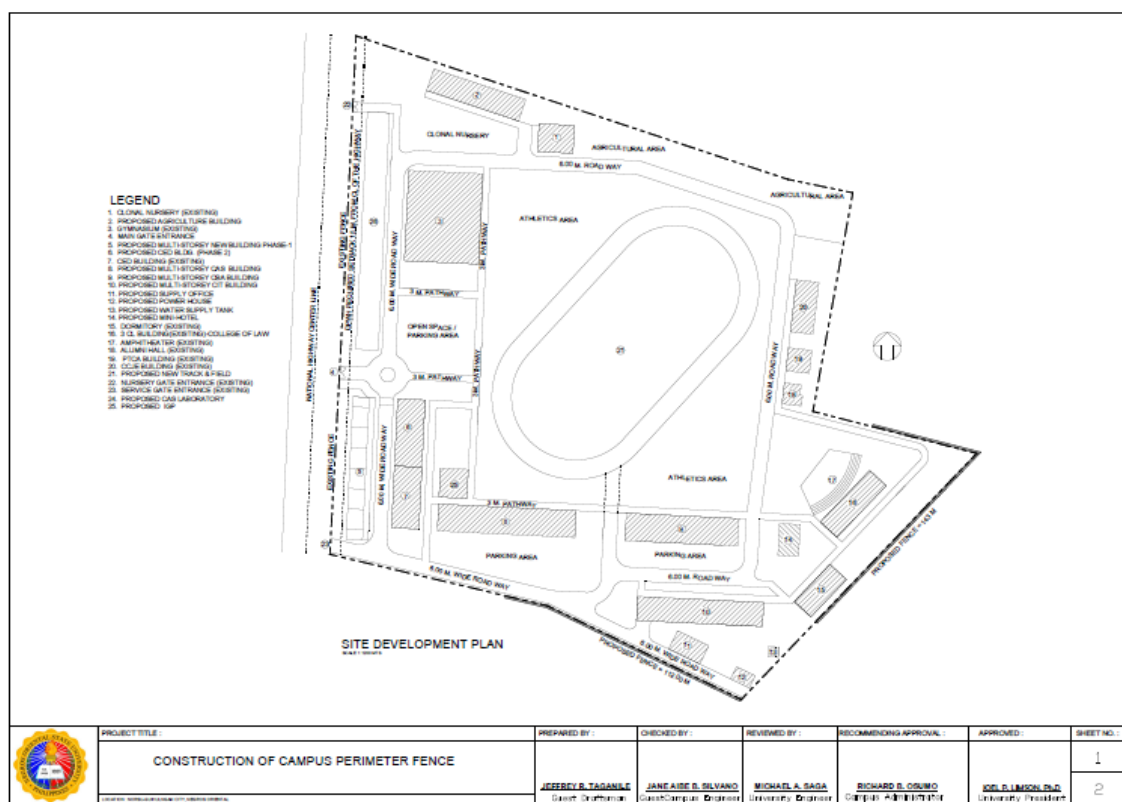
- 1) Scope of Work
- 2) Basic Engineering Drawings
- 3) Technical Specifications
- 4) National Standards for Building Construction
- 5) International Codes and Standards
- 6) National Building Code of the Philippines

The Contractor shall notify any discrepancy found in the documentation to University Engineer in writing for clarification. University Engineer will respond to such request in writing.



## Section VII. Drawings

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





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

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

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

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

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

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

# Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <b>or</b>
(b)	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; <b>and</b>
(c)	<b>Mayor’s or Business permit</b> 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; <b>and</b>
(e)	<b>Tax clearance</b> per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>	
(f)	Statement of the prospective bidder of all its <b>ongoing government and private contracts</b> , including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <b>and</b>
(g)	Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;  The above statements(Item: f & g) shall include, for each contract, the following: (ii.1) name of the contract; (ii.2) date of the contract; (ii.3) contract duration; (ii.4) owner’s name and address; (ii.5) nature of work; (ii.6) contractor’s role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation; (ii.7) total contract value at award (ii.8) date of completion or estimated completion time; (ii.9) total contract value at completion, if applicable; (ii.10) percentages of planned and actual accomplishments, if applicable (ii.11) value of outstanding works, if applicable; (ii.12) the statement shall be supported by the notices of award and/or notices to proceed issued by the owners; and (ii.13) the statement ( <i>Item g only</i> ) shall be supported by the Owner’s Certificate of Final Acceptance or the Certificate of Completion and, whenever applicable, the Contractors Performance Evaluation System (CPES) Final Rating, which must be satisfactory (Reference: GPPB Res. No. 25-2012). <b>and</b>
(h)	Philippine Contractors Accreditation Board (PCAB) License;

	<b><u>or</u></b> Special PCAB License in case of Joint Ventures; <b><u>and</u></b> registration for the type and cost of the contract to be bid; <b><u>and</u></b>
(i)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b><u>or</u></b> Original copy of Notarized Bid Securing Declaration; <b><u>and</u></b>
(j)	Project Requirements, which shall include the following:
	a. Organizational chart for the contract to be bid;
	b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
	c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be;
(k)	Original duly signed Omnibus Sworn Statement (OSS); <b><u>and</u></b> 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.
<b><i>Financial Documents</i></b>	
(l)	The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <b><u>and</u></b>
(m)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
<b><i>Class "B" Documents</i></b>	
(n)	If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; <b><u>or</u></b> 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.
(o)	Supplemental/Bid Bulletin, any
<b>II. FINANCIAL COMPONENT ENVELOPE</b>	
(p)	Original of duly signed and accomplished Financial Bid Form; <b><u>and</u></b>
<b><i>Other documentary requirements under RA No. 9184</i></b>	
(q)	Original of duly signed Bid Prices in the Bill of Quantities; <b><u>and</u></b>
(r)	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; <b><u>and</u></b>
(s)	Cash Flow by Quarter.

