

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of INFRASTRUCTURE PROJECT: DESIGN AND BUILD PROJECT FOR THE INSTALLATION OF A RAINWATER COLLECTION SYSTEM AT THE PHILIPPINE SCIENCE HIGH SCHOOL – MAIN CAMPUS

Government of the Republic of the Philippines

**Sixth Edition
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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.



Invitation to Bid for Procurement of Infrastructure Project: Design and Build Project for the Installation of a Rainwater Collection System at the Philippine Science High School – Main Campus

1. The *Philippine Science High School – Main Campus*, through the *General Appropriations Act of 2021* intends to apply the sum of **Five Million Pesos Only (Php5,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for *Procurement of Infrastructure Projects: Design and Build Project for the Installation of a Rainwater Collection System at the Philippine Science High School – Main Campus*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Philippine Science High School – Main Campus* now invites bids for the above Procurement Project. Completion of the Works is required **one hundred fifty (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 *Philippine Science High School – Main Campus* and inspect the Bidding Documents at the address given below from **9:00 AM to 3:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **October 13 to November 10, 2021** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php5,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
4. The *Philippine Science High School – Main Campus* will hold a Pre-Bid Conference¹ on **October 20, 2021 at 3:00 PM** through videoconferencing/webcasting via **Google Meet** (meet.google.com/auj-fnmc-avs), which shall be open to prospective bidders.

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

5. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **November 10, 2021 at 9:45 AM**. Late bids shall not be accepted.
6. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
7. Bid opening shall be on **November 10, 2021 at 10:00 AM** for **Part I (Technical Component Envelope)** through **Google Meet** (meet.google.com/tmc-oiqt-mmi) and on **November 12, 2021 at 1:00 PM** for **Part II (Financial Component Envelope)** through **Google Meet** (meet.google.com/qss-kksz-weo). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
8. The **Philippine Science High School – Main 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.
9. For further information, please refer to:

Mr. Azlek Owen B. Tan
Head, BAC Secretariat
Philippine Science High School – Main Campus
Agham Road, Diliman, Quezon City
aobtan@pshs.edu.ph
Telefax No.: 8924-0617 / 7500-1448
www.mc.pshs.edu.ph
10. You may visit the following websites:

For downloading of Bidding Documents: **PSHS Main Campus Website**
<http://mc.pshs.edu.ph/infrastructure/> and/or Philgeps Website

October 13, 2021

(Sgd) Ms. Melanie Anne B. Cheng, Ph.D.
Chairperson, BAC for Infrastructure

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, *Philippine Science High School – Main Campus*, invites Bids for the *Procurement of Infrastructure Projects: Design and Build Project for the Installation of a Rainwater Collection System at the Philippine Science High School – Main Campus*, with Project Identification Number **20-10-129**.

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 *GAA 2021* in the amount of **Php5,000,000.00**.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

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.
- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* 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.
 - 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* 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.

- 7.3. 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 through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

- 14.2. *Payment of the contract price shall be made in:*

- 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 **October 7, 2021**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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: <i>a) Design and Build Project for the Installation of Rainwater Collection System.</i> <i>b) Completed within seven (7) years prior to the deadline for the submission and receipt of bids.</i>																					
7.1	Subcontracting is not allowed.																					
10.3	No further instructions.																					
10.4	The key personnel must meet the required minimum years of experience set below: The minimum work experience requirements for key personnel are described in Annex D1. Personnel Requirements . Please follow the format in Annex D2. Curriculum Vitae Format for Key Construction Personnel .																					
	<table><tr><th><u>Key Personnel</u></th><th><u>General Experience</u></th><th><u>Relevant Experience</u></th></tr><tr><td>A. Project Manager</td><td></td><td></td></tr><tr><td>B. Safety Officer</td><td></td><td></td></tr><tr><td>C. Civil Engineer</td><td></td><td></td></tr><tr><td>D. Mechanical Engineer</td><td></td><td></td></tr><tr><td>E. Electrical Engineer</td><td></td><td></td></tr><tr><td>F. Sanitary Engineer or Master Plumber</td><td></td><td></td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	A. Project Manager			B. Safety Officer			C. Civil Engineer			D. Mechanical Engineer			E. Electrical Engineer			F. Sanitary Engineer or Master Plumber		
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D. Mechanical Engineer																						
E. Electrical Engineer																						
F. Sanitary Engineer or Master Plumber																						
10.5	The minimum major equipment requirements are the following: <table><tr><th><u>Equipment</u></th><th><u>Capacity</u></th><th><u>Number of Units</u></th></tr><tr><td>Bagger Concrete Mixer</td><td>--</td><td>1</td></tr><tr><td>Electric Hand Drill</td><td>--</td><td>1</td></tr><tr><td>Angle Grinder</td><td>--</td><td>1</td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Bagger Concrete Mixer	--	1	Electric Hand Drill	--	1	Angle Grinder	--	1									
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Electric Hand Drill	--	1																				
Angle Grinder	--	1																				
12	No further instructions.																					
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <i>a. The amount of not less than Php100,000.00, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</i> <i>b. The amount of not less than Php250,000.00, if bid security is in Surety Bond.</i>																					
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.																					

20	<ol style="list-style-type: none"> 1. BIR certificate of registration indicating the Tax Identification Number 2. Photocopy of the TIN card <p>NOTE: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</p>
21	<p>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.</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

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

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>No further instruction.</i>
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor <i>upon issuance of the Notice to Proceed.</i>
6	The site investigation reports are: <i>The Contractor, in preparing the bid, shall rely on the complete set of plans and specifications provided by the Detailed Architectural and Engineering Design Consultant.</i>
7.2	The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.3.2 of the IRR of RA 9184. Warranty requirements are as follows: <ul style="list-style-type: none"> ▪ One-year Defects Liability Period of one (1) year after contract completion; ▪ Five (5) years warranty on the Steel Tank; and ▪ Two (2) years warranty on other components.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>three (3) calendar</i> 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>25% of the amount of the next progress billing.</i>
13	The amount of the advance payment is <i>fifteen percent (15%) of the contract price and can be availed upon the submission and receipt of a request for the release of the advance payment after the issuance of the Notice to Proceed and posting of an irrevocable letter of credit in favor of the Procuring Entity and shall be paid by the Contractor to be deducted every progress billing.</i>
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	<p>The date by which operating and maintenance manuals are required is the <i>date of turn over.</i></p> <p>The date by which “as built” drawings are required is <i>five (5) calendar days before the expected date of turn over or at the time the Contractor achieved a 95% accomplishment.</i></p> <p><i>Electronic versions of documents should be in a CADD form that can be read and retrieved by the PSHS-MC Engineering Office. PDF, DWG, PPT, Microsoft Office and other standard file formats may be used, subject to the requirements of the PSHS Main Campus.</i></p>
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>Php 90,000.00.</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.

1. BACKGROUND

Republic Act 6716, An Act Providing for the Construction of Water Wells, Rainwater Collectors, Development of Springs and Rehabilitation of Existing Wells in all Barangays in the Philippines, which was approved on March 17, 1989 mandated the Department of Public Works and Highways (DPWH) to undertake construction of water wells, rainwater collectors, development of springs and rehabilitation of existing water wells in all barangays in the Philippines.

In support of R.A. 6716, the Department of Interior and Local Governments (DILG) issued Memorandum Circular No. 2017-76, dated June 14, 2017, requiring all public infrastructures to construct rainwater collection systems (RWCS) and use collected rainwater for non-potable uses. In Section 5.1.1 of the memorandum, it is stated that "All local government public infrastructure, whenever applicable, shall pursue the construction of RWCS and the use of collected rainwater for non-potable purposes." Furthermore, Section 5.1.2 required LGUs to issue building permits only for applications which qualify under Section 8 (Building Use / Occupancy Coverage and Application) of the Philippine Green Building Code of 2016 (PGBC) who, among others, fail to meet the requirements under Section 11 (Water Efficiency) of the same Code.

The PSHS-MC has eight existing buildings in use, and one building under construction:

- a) Administration Building
- b) Sciences and Humanities Building (SHB)
- c) Advanced Science and Technology Building (ASTB)
- d) Multi-purpose Gymnasium
- e) Boys' Residence Hall – Main (BRH-M)
- f) Girls' Residence Hall – Main (GRH-M)
- g) Boys' Residence Hall – Annex A2 (BRH-A1)
- h) Boys' Residence Hall – Annex A2 (BRH-A2)
- i) Academic Building for Senior High (under construction)

Among the existing eight buildings, only the Administration Building has a rainwater collection tank, with a capacity of 25 cu.m., or 600 gallons. All the other buildings, being built from 1975 to 1996, have no provisions for rainwater collection. The ASTB has a cistern that has a capacity of 48,000L, but its water source is Manila Water.

The Science and Humanities Building (SHB), built in 1975, has a roof area of 1,536 sq.m. It has roof gutters where rainwater is channeled down through downspouts into the drainage canal. In Quezon City, the maximum average monthly rainfall is in August, at 398mm of rain, and the least rainfall is recorded in February with 3.0 mm of rain.

If the rainfall were collected from the roof of the SHB, an estimated 4,600 liters of water may be collected during the driest month, and as much as 199,000 liters in the wettest month. If the water is used for flushing toilets, the driest month could yield at least a half day's consumption of water for flushing², and the wettest month could provide for 15 to 22 days of water for flushing.

2. PROJECT DESCRIPTION AND LOCATION

The project shall entail the collection, filtration, and storage of the rainwater coming from the roof of the Science and Humanities Building (SHB) of the Philippine Science High School – Main Campus (PSHS-MC), and the provision of a means for the use of the collected water for flushing toilets in the building, with an option to use it for landscape watering.

The approved budget for the contract (ABC) is Five Million Pesos (PhP 5,000,000) inclusive of taxes.

The proposed project is located at the Philippine Science High School – Main Campus at Agham Road, Barangay Bagong Pag-asa, Quezon City.

3. SELECTION OF CONTRACTOR

- 3.1. Bidding shall be conducted by the Bids and Awards Committee (BAC) constituted to conduct the procurement of the contract for the project.
- 3.2. The project shall be a Design and Build Infrastructure Project, and as such a two-step procedure shall be adopted by the BAC in accordance with Sections 11.1 and 11.2 of Annex G of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, as follows:

First-Step Procedure:

- i. The first step of the evaluation shall involve the review of the preliminary conceptual designs and track record submitted by the contractor as indicated in the Bidding Documents using a non-discretionary “pass/fail” criteria that involve compliance with the following requirements:
 - a. Adherence of preliminary design plans to the required performance specifications and parameters and degree of details, as stipulated in Section 5 (Minimum Requirements) of this proposal;
 - b. Concept of approach and methodology for detailed engineering, design and construction with emphasis on the clarity,

² The estimated population of students and staff using the building is 1,500 and the estimated usage for flushing is approximately 6L to 9L per head in day: $1,500 \times 6L = 9,000L$ (min) and $1,500 \times 9L = 13,500L$

feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions;’

- c. Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff, as stipulated in Section 5 (Minimum Requirements) of this proposal;
- ii. For complex or unique undertakings, such as those involving highly specialized or advanced engineering technology, eligible bidders may be required, at the option of the agency concerned, to make an oral presentation within fifteen (15) calendar days after the deadline for submission of technical proposals.

Second-Step Procedure:

Only those bids that passed the above criteria shall be subjected to the second step of evaluation.

The BAC shall open the financial proposal of each “passed” bidder and shall evaluate it using non-discretionary criteria - including arithmetical corrections for computational errors - as stated in the Bidding Documents, and thus determine the correct total calculated bid prices. The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC. The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest total calculated bid price shall be identified as the Lowest Calculated Bid (LCB).

- 3.3. The Contractor should have a valid Category “C” PCAB license for General Engineering Water Supply (GE-4) and for Specialty in Plumbing and Sanitary Work (SP-PS).
- 3.4. The contractor should have finished similar projects.

4. SCOPE OF WORK

4.1. Design Phase (Pre-Bid)

- 4.3.1. Site inspection and verification of documents provided by PSHS-MC for the information of the bidder;
- 4.3.2. Preparation of detailed designs for the project, including but not limited to:
 - i. Site Map of proposed project
 - ii. System overview of project and its components
 - iii. Plumbing layouts connecting the downspouts to the storage areas
 - iv. Plumbing layouts for connecting the storage areas as a source of water for the water closets in all floors of the SHB;
 - v. Plumbing layouts for the provision of outlets in the identified locations for landscape watering;
 - vi. Pump piping details and pump specifications for conveyance of recycled rainwater to intended use areas;
 - vii. Pump specifications;

- viii. Electrical plan for the operation of the pump;
- ix. Details of filtration process (gutter and downspout filters, first flush diverters, and debris screening at tank water inlet);
- x. Tank specifications

4.2. Pre-Construction Phase

- 4.2.1. Attendance of Project Leader to the Pre-Construction Meeting
- 4.2.2. Submission of the following documents:
 - i. Program of Work, in accordance with Section 8.5 of this document
 - ii. PERT-CPM/Gantt chart and S-Curve of the Construction Phase
 - iii. Schedule of Key Personnel in compliance with the minimum requirements stated in Section 5.2.
 - iv. Contractor's Organizational Chart for the Contract
 - v. List of Personnel with photos
 - vi. Complete Barangay Health Clearance and NBI Clearances of all personnel
 - vii. Construction Safety and Health Program compliant with OSHA Guidelines and current IATF Regulations.
- 4.2.3. Provision all other necessary documents that may be required by the PSHS-MC.
- 4.2.4. **Mobilization.** This shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of temporary field offices, and other general facilities for the Contractor's operations at the site; premiums paid for performance and payment bonds, including co-insurance and re-insurance agreements as applicable. Any set up of temporary facilities should be approved by the Procuring Entity

4.3. Construction Phase

- 4.3.1. Implementation of all works, as indicated in the approved construction plans, drawings, and specifications.
- 4.3.2. Provision of all necessary equipment, materials, personnel, instruments, and documents to carry out the work, including testing.
- 4.3.3. **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 work.
- 4.3.4. **Progress Reports.** Submission of periodic accomplishment reports as required by the Procuring Entity or its Representative with the required contents and in the prescribed format given by the Procuring Entity's Representative.
- 4.3.5. Rectification of punch-listing works as issued by PSHS-MC and/or the Consultant.
- 4.3.6. Provision of all other necessary documents that may be required by the PSHS-MC.
- 4.3.7. **Testing Work.** The testing work will include but will not be limited to

- i. Tests and checks on concrete mixtures poured on the base of the stainless steel storage tank;
- ii. Tests and checks on flushing and cleaning of water lines & piping works;
- iii. Leak tests of water lines & piping works;
- iv. Tests and checks on the effectiveness and workability of electrical lines and water lines;
- v. Testing and commissioning of water pumps;
- vi. Tests and checks on the effectiveness of pumps in delivering water to the intended areas;
- vii. Tests of fill valve function;
- viii. Tests for excess rain water handling;
- ix. Functional testing of manual systems;
- x. Other tests required by the PSHS-MC in relation to the operation of the system

4.3.8. **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 system list prior to turn over.

4.4. Post-Construction Phase

- 4.4.1. **Demobilization.** This shall include all activities and costs for transportation of Contractor's personnel, equipment, and operating supplies from the site, including the disassembly, removal, and site cleanup of temporary offices and other facilities assembled on the site specifically for the contract.
- 4.4.2. Submission of necessary documentations as specified in Section 10 of this document.

5. MINIMUM REQUIREMENTS

5.1. Design. The Proposed Design should have the following components and their minimum specifications:

5.1.1. **Collection Area.** The rainwater collection area is the SHB roof (area: 1,536 sq.m.).

5.1.2. **Conveyance System.**

- i. All downspouts/storm drain pipes in the SHB must be connected to the system. Repair and/or remodeling of existing building downspouts must be done if necessary. Connections between downspouts and piping must be watertight to prevent leaking.
- ii. All pipes and joints such as elbows should be large enough so as not to restrict water flow.
- iii. Flow backup should not be an issue.
- iv. Provision for future connection of Aircon Drain Pipes to the system should also be included.

- v. Pipes to be used for the main rain water line to the storage areas should be made from Polyvinyl Chloride (PVC) series 1000 with the appropriate diameter, as evidenced by computations of maximum water flow capacity of pipes.
- 5.1.3. **Filtration.** There may be some existing form of filtration before the rainwater enters the downspouts, but the project must ensure that all gutters and downspouts have filters to prevent leaves and other large debris from entering the system. The project should have first flush diverters installed, and water should be filtered of debris before entering the storage tank so that it does not affect the plumbing system of the building.
- 5.1.4. **Storage.** There will be two storage tanks where the collected rainwater will be stored:
- i. Existing cistern between the ASTB and the SHB, with a capacity of 48,000L
 - a) Rehabilitation and waterproofing, as needed, and cleaning of the tank should be done.
 - b) Repair and/or replacement of the cistern cover should be done.
 - c) The tank should have all openings covered to keep out the light and insects such as mosquitoes.
 - d) Fill valves should be connected to the main water supply to automatically refill the storage tanks to a specified level if the rain amount is insufficient.
 - e) Excess rainwater should be diverted to gutter drain.
 - f) Gate valves should be installed to allow manual shut-off/opening of all entry and exit points of water to the storage area.
 - ii. Storage tank with capacity of at least 40,000L, to be provided and installed by the contractor near the front corner of the original SHB (field side, behind the comfort room).
 - a) The tank should be the slimline-type or similar, made of stainless steel, Grade 304, with minimum thickness of 1.0mm.
 - b) Tank should include all accessories (outside ladder, inside ladder, etc.).
 - c) The tank should be placed on a cement pad, at least 30 cm high.
 - d) The tank should have all openings covered to keep out the light and insects such as mosquitoes.
 - e) Fill valves should be connected to the main water supply to automatically refill the storage tanks to a specified level if the rain amount is insufficient.
 - f) Excess rainwater should be diverted to gutter drain.
 - g) Gate valves should be installed to allow manual shut-off/opening of all entry and exit points of water to the storage area.

5.1.5. Water Recycling.

- i. Booster pumps should be installed to convey the water from the tanks to the comfort rooms in all four floors of the building. There should be provision of a motor control housing and feeder line, including a circuit breaker.
- ii. Each system is expected to connect to the main panel board of the building located at the back of the SHB.
- iii. The project should include modification of the existing plumbing in the building to allow switching of water supply to the water closets between the RWCS and the building's main water supply line. A backflow check valve should be installed to prevent cross contamination of waters.
- iv. Outlets for landscape watering purposes located at (1) wash area in the parking lot in front of BRH-M, (2) opposite corner in front of GRH-M, and (3) back corner of Admin Building beside the ASTB should be connected to the system.
- v. Pipes should be made from Polypropylene Random Copolymer (PPR), with the appropriate diameters, as evidenced by computations of water flow requirements of pipes.

5.1.6. Detailed List of Materials.

- i. The Detailed List of Materials should be provided **without costing** for the design evaluation phase.
- ii. The Detailed List of Materials should contain quantities and specification of all materials to be used.
- iii. The Detailed List of Materials should meet the minimum requirements specified.

5.2. Key Personnel

- 5.2.1. Civil Engineer - licensed; with at least three (3) years of experience in building construction works;
- 5.2.2. Electrical Engineer - licensed; with at least three (3) years of experience in building electrical works;
- 5.2.3. Mechanical Engineer - licensed; with at least three (3) years of experience in building mechanical works;
- 5.2.4. Master Plumber - licensed; with at least three (3) years of experience in building plumbing and sanitary works;
- 5.2.5. Safety Officer - should be a Construction Occupational Safety and Health (COSH) or BOSH certified.

5.3. Minimum Equipment

- 5.3.1. One-bagger concrete mixer;
- 5.3.2. Electric hand drill
- 5.3.3. Electric angle grinder

5.4. Warranty. The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.3.2 of the IRR. Warranty requirements are as follows:

- 5.4.1. One-Year Defects Liability Period of one (1) year after contract completion;
- 5.4.2. Five (5) years warranty on the Steel Tank;
- 5.4.3. Two (2) years warranty on other components.

6. PROJECT TIME SCHEDULE

The project should be completed within one hundred and fifty (150) calendar days.

7. PSHS-MC GENERAL RESPONSIBILITY

- 7.1. Provide the necessary documents and information for bidders to be able to come up with the appropriate design of the system;
- 7.2. Grant the contractor possession of a site as may be required to enable it to proceed with the execution of the works.
- 7.3. Regularly coordinate with the Contractor to ensure correct and timely execution of the project, and to address issues and concerns that may affect the implementation of the Contract.

8. CONTRACTOR'S GENERAL RESPONSIBILITY

- 8.1. The contractor shall certify, at its own expense, that inspection and examination of the proposed Project Site, its surroundings and existing infrastructures and facilities related to the execution of the Works and has obtained all the information necessary for the proper execution of the Works.
- 8.2. **Bill of Quantities.** The contractor shall submit a Bill of Quantities containing detailed estimates of items needed for the preparations, repairs, construction, installation, testing and commissioning of work to be done by the Contractor.
- 8.3. **Performance Security**
 - 8.3.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity, the Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.
 - 8.3.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
 - 8.3.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
 - 8.3.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - i. There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;

- ii. The Contractor has no pending claims for labor and materials filed against it; and
 - iii. Other terms specified in the **SCC**.
- 8.3.5. The Contractor shall post an additional performance security following the amount and form specified in ITB Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 8.3.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 8.3.7. Unless otherwise indicated in the **SCC**, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 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.

8.4. Insurance

- 8.4.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
 - i. Contractor's All Risk Insurance;
 - ii. Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
 - iii. Personal injury or death of Contractor's employees; and
 - iv. Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 8.4.2. The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.
- 8.4.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance

policies in force including the receipts for payment of the current premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.

- 8.4.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 8.4.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under **GCC** Clause 40 until the Contractor complies with this Clause.
- 8.4.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity in the event that any of the following happens to the issuer of the insurance policy:
- i. becomes bankrupt;
 - ii. be placed under receivership or under a management committee;
 - iii. being sued for suspension of payment;
 - iv. been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - v. where reasonable grounds exist, the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

8.5. Program of Work

- 8.5.1. Before the start of construction, the Contractor shall submit to the Procuring Entity for approval a Program of Work showing the general methods, arrangements, order, and timing of all activities in the Works.
- 8.5.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of activities.
- 8.5.3. The Contractor shall submit to the Procuring Entity for approval an update on the Program of Works at intervals required by the Procuring

Entity. If the Contractor fails to submit an update on the Program of Work for a prescribed period on the prescribed submission date, the Procuring Entity may withhold the equivalent amount due to the Contractor for the accomplishments stated in the said period, and may continue to withhold payments for succeeding periods until the overdue update on the Program of Works has been submitted.

- 8.5.4. Any revisions on the Program of Works should be approved by the Procuring Entity.
- 8.6. The contractor shall carry out the Works properly and in accordance with the approved design, following standards of safety, cleanliness and quality. The Contractor shall provide supervision, labor, materials, equipment which may be required. All delivered materials on site, as listed in the Bill of Quantities, shall be deemed to be the property of the Procuring Entity.
- 8.7. The Contractor shall commence execution of the Works on the stipulated Start Date, shall carry out the Works in accordance with the Program of Works submitted by the Contractor, as approved by the Procuring Entity, and shall complete them by the Intended Completion Date.
- 8.8. The Contractor shall be responsible for the safety of all activities on the site, including but not limited to the wearing of proper personal protective equipment in accordance with IATF regulations.
- 8.9. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 8.10. The Contractor shall employ the key personnel named in the Schedule of Key Personnel submitted during the Pre-Construction Phase and approved by the Procuring Entity to carry out the supervision of the Works. The Procuring Entity shall 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.
- 8.11. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with Work in the Contract.
- 8.12. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 8.13. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 8.14. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.

- 8.15. The Contractor shall pay for their electrical and water consumption. Submeters shall be installed at the expense of the Contractor to determine their actual consumption.
- 8.16. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

9. SUBMITTALS DURING THE PROJECT

- 9.1. **Material Samples** should be submitted and approved by the PSHS-MC before installation.
- 9.2. **Periodic submission of Progress Reports and Statements of Works Accomplished (SWA)**, as prescribed by the PSHS-MC;
- 9.3. **Reports of all Testing Works.** leak tests, water pressure test on pipes, testing and commissioning of motor pumps, and other tests required by the PSHS-MC in relation to the operation of the system

10. SUBMITTALS AFTER PROJECT COMPLETION

- 10.1. Complete as-built drawings in blueprint (5 sets), electronic copy (CAD or pdf files);
- 10.2. Systems Operations Manual
- 10.3. Systems Maintenance Manual
- 10.4. Certificate of Orientation of Staff on the operation and maintenance of the system (to be issued by PSHS).

In addition to the above documents, the following shall be observed:

1. 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.

2. COORDINATION WITH OTHER PARTIES INVOLVED

The contractor is expected to work with and coordinate closely with the following:

- a. The Management Committee of the PSHS Main Campus
- b. Any designated personnel assigned to related tasks.

Specifically, the Project Manager of the contractor should be available for regular meetings as set by the PSHS Main Campus, or as requested by any of the other personnel involved.

3. FACILITATION OF DOCUMENTATION AND INSPECTION

Provide relevant documentation in electronic and hard copy.

Proactively schedule materials and site inspections to ensure quality control of all aspects of the work.

4. PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall protect the work of employees, equipment at the PSHS-MC's property and adjacent property from damage for any cause whatsoever, and shall be responsible for any damage or injury (including death) due to his act or neglect. These provisions are solely for the benefit of third persons.

The Contractor shall provide scaffolds, tarpaulins, and similar items as directed by the PSHS-MC to protect Owners, equipment and employees and shall, if necessary, seal off his work so as not to interfere with PSHS-MC's business operation.

The Contractor shall be responsible for any injury loss or damage to any presently existing improvements on the premises caused by him or his employees, agents or any sub-contractors, and in the event of such injury, loss or damage shall promptly make such repairs or replacement as required by the PSHS-MC without additional cost to the PSHS-MC.

During the progress of the work, the Contractor shall protect all finished work as soon as it is erected and shall maintain such protection until such time they are no longer required.

5. INSPECTION AND TEST

The Contractor shall permit and facilitate inspection of the work by the PSHS-MC or his authorized representative, and the public authorities having jurisdiction at all times during the progress of the work.

6. CLEANING

The Contractor shall at all times keep the premises from accumulation of waste materials or rubbish caused by his employees, or the work by providing trash receptacles. At completion of the work he shall remove from the building and site all rubbish, scaffolding and surplus materials and shall leave the work broom clean, unless otherwise specified. If the Contractor fails to keep the premises clean, the PSHS-MC may remove the waste materials and rubbish; charge the expense of such removal to the Contractor.

The Contractor shall thoroughly wash and clean all glass and hardware, remove stains, spots, smears, marks and dirt from all surfaces; clean fixtures, tile floors and all exposed concrete so as to present clean work to the PSHS-MC for acceptance.

7. FINAL COMPLETION

The term final completion, means the completion of all work called for under the Contract to include but not limited to satisfactory operation of all equipment, by means of acceptance tests, correction of all punch list items to the satisfaction of the PSHS-MC, settlement of all claims, if any payment and release of all records of mechanics materials, men and like lines, delivery of all guarantees, Equipment Operation and Maintenance Manuals; as built drawings, and removal of all rubbish, tolls scaffoldings and surplus materials and equipment from the job site.

8. PUNCHLIST

The list prepared by the PSHS-MC of the Contractor's uncompleted defective or uncorrected work. This shall be reflected in the Punchlist Form and is marked as Annex "A" of the Certificate of Completion, upon the satisfactory completion of the corrective works.

9. SAFETY AND ACCIDENT REPORTS

The Contractor shall take necessary precautions for the safety of all employees; PSHS-MC's Representatives. The Contractor shall comply with all instructions and Government Safety laws and Building Codes to prevent accident or injury to persons on about or adjacent to the premises as well as for the protection of adjacent property where work is performed.

Section VII. Drawings

Please refer to the documents titled:

Bidding Phase Drawings: Design and Build Project for the Installation of Rainwater Collection System at the Philippine Science High School – Main Campus

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.

Please refer to the document titled:

PSHS MC BID FORM

BILL OF QUANTITIES

DESIGN AND BUILD PROJECT FOR THE INSTALLATION OF A RAINWATER COLLECTION SYSTEM AT THE PHILIPPINE SCIENCE HIGH SCHOOL – MAIN CAMPUS

1. An Excel file will be provided for your convenience.
2. Kindly follow the indicated format.
3. Please be reminded that each page of the Bill of Quantities must be signed.
4. *19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.*
5. We suggest that a signature box may 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.
6. Please also be reminded that a required item left blank will be considered unresponsive and shall be a cause for rejection of the bid.

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (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;
and
- ☐ (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- ☐ (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (j) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (k) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a

corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (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; **and**
- ☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- ☐ (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Additional Required Documents for Design and Build Procurement Projects

- ☐ (o) Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity; **and**
- ☐ (p) Design and construction methods; **and**
- ☐ (q) Value engineering analysis of design and construction method; **and**
- ☐ (r) Detailed List of Materials without costing following the minimum requirement specified. Existence.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

Annexes

Annex “A”

Bid Form

Date: _____

Project Identification No: _____

To: *[name and address of PROCURING ENTITY]*

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines³ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

³ currently based on GPPB Resolution No. 09-2020

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Annex “B”

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

therein are true and correct;\

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Annex “C”

Bid Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

x-----x

BID SECURING DECLARATION
Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ **until** _____
Roll of Attorneys No. _____
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]
Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

Annex “D1”

Personnel Requirements

Please submit Curriculum Vitae using the template in **Annex D2** with a clear photocopy of Professional I.D. or accreditations for the respective position as required below as part of the Technical component of the Bid. The same person can take on multiple roles during the project provided that they meet the qualifications of each role. The underlined personnel must be directly employed by the bidder, and not by the subcontractor.

To be submitted also is the clear photocopy of a valid and unexpired Professional Tax Receipt applicable to the professional positions.

KEY CONSTRUCTION PERSONNEL REQUIRED

The minimum required qualifications of the respective CONSTRUCTION PERSONNEL shall be as follows:

- A. Civil Engineer
Licensed; with at least three (3) years of experience in building construction works.
- B. Electrical Engineer
Licensed; with at least three (3) years of experience in building electrical works.
- C. Mechanical Engineer
Licensed; with at least three (3) years of experience in building mechanical works.
- D. Master Plumber or Sanitary Engineer
Licensed; with at least three (3) years of experience in building plumbing and sanitary works.
- E. Safety Officer
Must have undergone the prescribed 40-hour Construction Safety and Health Training (COSH) by the Occupational Safety and Health Center, BOSH certified or any accredited training institution

The key professionals listed are required. The CONSTRUCTION CONTRACTOR may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Construction Services, as stipulated in the Bid Documents for the PROJECT.

Annex “D2”

Curriculum Vitae Format for Key Construction Personnel (maximum of 5 pages per person)

Name:

Birthdate:

PRC I.D. Number:

Expiry Date:

PTR No.:

PTR Date:

Projects Constructed: (2016-2021)
(max 10, preferably schools or gov't projects)

<i>CLIENT</i>	<i>PROJECT NAME</i>	<i>LOCATION</i>	<i>DATE</i>	<i>CONTACT NUMBER</i>

Projects constructed involving green technologies: (2016-2021)
**optional*

<i>CLIENT</i>	<i>PROJECT NAME</i>	<i>LOCATION</i>	<i>DATE</i>	<i>CONTACT NUMBER</i>

Seminars/Trainings Attended: (2016-2021)

(max 5, preferably including trainings on green technology integration)

<i>TOPIC</i>	<i>VENUE</i>	<i>DATE</i>

Work Experience (2016-2021)

(or most recent 5 companies you've worked for as a site personnel)

<i>COMPANY / CLIENT</i> <i>(if freelance)</i>	<i>DATE</i>	<i>CONTACT NUMBER</i>

Annex “E”

Statement of All Ongoing Government and Private Contracts

Statement of all its Ongoing Government and Private Contracts

(including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid)

*The statement of the Bidder's all Ongoing Government and Private shall be supported by the **Notice of Award** and/or **Notice to Proceed**. In case of contracts with the private sector, an equivalent document shall be submitted.*

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS

Bidder's Name:

Bidder's Address:

Name and Date of the Contract	(a) Owner's Name (b) Address (c) Telephone Numbers	Nature of Work	Bidder's Role		(a) Amount at Award (b) Amount at Completion (c) Contract Duration	(a) Date Awarded (b) Date Started (c) Dated Completed	Accomplishments		Value of Outstanding Works/ Undelivered Portion
			Description	% of Participation			Planned	Actual	
<u>GOVERNMENT</u>									
<u>PRIVATE</u>									
								TOTAL	

Submitted by:

Designation:

Date:

Annex “F”

Statement of Single Largest Completed Contract (SLCC)

Statement of the Bidder’s SLCC similar to the Contract to be Bid

(in accordance with ITB Clause 5.4)

*The statement of the Bidder’s SLCC shall be supported by the **Notice of Award** and/or **Notice to Proceed, Project Owner’s Certificate of Final Acceptance** issued by the Owner other than the **Contractor or the Constructors Performance Evaluation System (CPES) Final Rating**, which must be at least Satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted*

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)

Bidder’s Name:

Bidder’s Address:

Name and Date of the Contract	(a) Owner’s Name (b) Address (c) Telephone Numbers	Nature of Work	Bidder’s Role		(a) Amount at Award (b) Amount at Completion (c) Contract Duration	(a) Date Awarded (b) Date Started (c) Dated Completed	A. Date of Acceptance B. Rating
			Description	% of Participation			

Submitted by:

Designation:

Date:

Guidelines to Contractors



Republic of the Philippines
PHILIPPINE SCIENCE HIGH SCHOOL MAIN CAMPUS
Finance and Administrative Division
Agham Road, Diliman
1104 Quezon City



[insert date]

To Whom It May Concern:

The contractor/personnel involved for the project: **COMPLETION OF ADMINISTRATION BUILDING**, shall abide by the following Guidelines while within the PSHS main Campus:

1. No I.D. No Entry policy.
2. Bringing-in of firearms inside the school premises is strictly prohibited.
3. PSHS campus is a non-smoking, non-drinking (liquor) and non-gambling area.
4. Campus speed limit for vehicles is 15 kph.
5. The personnel of the above-named company shall log in and log out at the visitor's logbook and shall submit for security check their hand-carried bags, luggage, baggage, package and other similar containers by the guard-on-duty upon entry and upon leaving the school premises. Vehicle/s of the company shall be subject for inspection by the Security Personnel.
6. Personnel should wear appropriate attire at all times.
7. Personnel should limit their movements inside the workplace and avoid staying in areas designated for the use of students, faculty and staff. Roaming around the campus is prohibited.
8. Personnel shall observe the official working hours from 8:00 AM to 5:00 PM.
Work extension or overtime shall be coordinated for approval before the rendition to the PSHS Main Campus FAD Chief.
9. Personnel are required to observe proper behavior and cleanliness within their workplace.
10. The company shall register all equipment/ materials to be brought in to the campus as basis for the security when it will be brought out of the school premises.
11. The company shall inform the Administrative Officer/ Property Office if there is a scheduled delivery of construction materials/ supplies.
12. All construction materials/ supplies shall be dumped on the designated area only.

Conforme:

Representative of the Contractor

Noted:

LAWRENCE V. MADRIAGA, Ph.D.
Campus Director

