

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

**Procurement of INFRASTRUCTURE
PROJECT:**

COMPLETION OF ACADEMIC BUILDING FOR SENIOR HIGH PROGRAM

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Invitation to Bid for Procurement of Infrastructure Project: Completion of Academic Building for Senior High Program

1. The *Philippine Science High School – Main Campus*, through the *General Appropriations Act of 2022* intends to apply the sum of **Fifty Million Pesos Only (Php50,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Procurement of Infrastructure Projects: Completion of Academic Building for Senior High Program***. 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 ***two hundred ten (210) 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 ***February 18 to March 14, 2022*** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php25,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
4. The *Philippine Science High School – Main Campus* will hold a Pre-Bid Conference¹ on ***March 2, 2022 at 3:00 PM*** through videoconferencing/webcasting via ***Google Meet*** (meet.google.com/mmk-pqyy-pph), which shall be open to prospective bidders.
5. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before ***March 14, 2022 at 2:45 PM***. Late bids shall not be accepted.

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.

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 **March 14, 2022 at 3:00 PM** through **Google Meet** (meet.google.com/cif-zvoq-ibx). 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

February 18, 2022

(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: Completion of Academic Building for Senior High Program*, with Project Identification Number *22-02-012*.

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 2022* in the amount of *Php50,000,000.00*.

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: a) <i>Construction of Multi-storey Academic Building with multi-purpose area (minimum of 5 floors).</i> b) <i>Completed within five (5) 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	<p>The key personnel must meet the required minimum years of experience set below:</p> <p>The minimum work experience requirements for key personnel are described in Annex D1. Personnel Requirements.</p> <p>Please follow the format in Annex D2. Curriculum Vitae Format for Key Construction Personnel.</p> <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. Structural Engineer</td><td></td><td></td></tr><tr><td>C. Project Architect</td><td></td><td></td></tr><tr><td>D. Materials Engineer</td><td></td><td></td></tr><tr><td>E. Construction Safety Engineer</td><td></td><td></td></tr><tr><td>F. Quality Control/Quality Assurance Officer</td><td></td><td></td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	A. Project Manager			B. Structural Engineer			C. Project Architect			D. Materials Engineer			E. Construction Safety Engineer			F. Quality Control/Quality Assurance Officer		
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10.5	<p>The minimum major equipment requirements are the following:</p> <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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Angle Grinder	--	1																				
12	No further instructions.																					
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>Php1,000,000.00</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <i>Php2,500,000.00</i>, if bid security is in Surety Bond.</p>																					
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	<p>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:</p> <p>The Contractor shall guarantee all permanent Civil Works done to be free from defects for a period of Fifteen (15) years reckoned from acceptance of the project.</p> <p>Form of warranty shall be in accordance with the provisions in Section 62 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184.</p>
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.

OVERVIEW

The project requires the Contractor to supply all the necessary manpower, tools, materials, equipment, & fixtures, and shall perform all works called for in the plans, specifications and instructions for the project **COMPLETION OF THE ACADEMIC BUILDING FOR SENIOR HIGH PROGRAM** of the Philippine Science High School - Main Campus, Agham Road, Diliman, Quezon City within **Two Hundred Ten (210) Calendar Days**, reckoned from the date the project was actually started or the 7th day after the issuance of the Notice to Proceed (NTP) by PSHS-MC, whichever comes first.

The project requirements, construction procedures and outputs shall be in accordance with the following:

1. DPWH Standard Specifications
2. Approved Plans and Outline Specifications of the Design Consultant (see separate document)
3. Terms of Reference (see separate document)

Pertinent notes appearing in the Contract Plans or Drawings shall also be considered as part and parcel of the Technical Specifications.

The contractor is expected to coordinate with the PSHS-MC in order to proactively anticipate any problems or issues, especially regarding Campus Health Safety and Security.

Affected portions of the work area should be made good or repaired in the event of damage due to construction works, at no additional cost to the PSHS-MC.

I. 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 relating 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.

II. Quality Expectations

a) Workmanship

All operations/undertakings required in any and all parts of the plans and technical specifications shall be undertaken in an orderly, workmanlike manner. Only qualified and skilled personnel with sufficient experience in similar operations nominated by the Contractor/Supplier shall be allowed to undertake the same.

Workmanship and finishing are expected to be of good quality, that is to say:

1. Surface finishes are smooth, even, and level,
2. Application of materials are in accordance to the manufacturer's specifications,
3. Installations are well aligned and checked for spacing

b) Changes

The PSHS-MC reserves the right to make minor changes in details of works and materials as may be deemed necessary to fully implement the requirements of the plans and specifications. These changes may include revision or modifications of shapes and dimensions of elements due to actual site conditions and thereby will not entail the deletion or addition of items of work, including materials to be used, specified in the contract.

c) Conflicts between plans and specifications

Should there be any conflict between indications on drawings and provisions in specifications, the same shall be referred to the PSHS-MC decision on the matter and whose opinion shall be final. Any omission in the specification of work or works to be undertaken but is/are necessary for the completion of work, shall be undertaken by the Contractor as if indicated on drawings, without extra compensation. Such works shall be done in the usual manner as required to ensure quality of both materials and workmanship.

d) Rejections

Materials or completed work not in conformance with the provisions of these Specifications shall be rejected outright at any time during the progress of the work. The Contractor shall receive copies of reports of rejections of materials and

workmanship made by PSHS-MC. Any part of the work that has been done and is not of quality required by reasonable interpretation of the plans and specifications shall be torn down or removed immediately and rebuilt or otherwise remedy such work in accordance with the requirements of the plans and specifications.

The PSHS expects that workmen deployed would have sufficient skills and expertise to carry out their work competently. The PSHS reserves the right to request certificates or sample work of specific personnel deployed to verify this.

III. Submittals

a) Contractor's All-Risk Insurance

The Contractor's All Risk Insurance (CARI) shall be submitted to PSHS-MC within ten (10) calendar days upon receipt of Notice of Award (NOA).

b) Materials Samples/Brochures/Certificates

The Contractor shall submit samples and test results of the materials to be used in the project, which conforms to the design consultant's specifications prior to the delivery and installation of such materials:

1. Ready mixed concrete compressive strength;
2. Reinforcing Steel Bars tensile strength;
3. Concrete Hollow Block compressive strength;
4. Aluminum Frames with Glass Panels/Jalousies

c) Prior to issuance of the Certificate of Completion (COC) the following shall be submitted to PSHS-MC. PSHS-MC reserves the right not to issue a Certificate of Satisfactory Performance on the basis of the non-submission of any of the items below:

1. As-built Plans – Plans should be approved by PSHS-MC. The Contractor shall submit shop drawings as may be required by the PSHS-MC. A complete set of As-Built Drawings in printed form (20" x 30") and an electronic copy (CD) in AutoCAD version 2013.

d) Safety Program

The Contractor is required to have a suitable Construction Safety and Health Program, which must be in accordance with Occupational Safety and Health Center (OSHC) Standard, rules and issuances by the DOLE and standards of the PSHS-MC. The program shall state the following:

1. Composition of Construction Safety and Health Committee
2. Specific safety policies which the contractor shall observe at the area of construction which include but not limited to Fall Protection, Chemical hazards, and Materials Handling and Storage.
3. Penalties and sanctions for violations of the program.

4. The Manner of disposing waste arising from the construction; and
5. Specification, installation and operation of gondolas.

The safety program shall also include the appointment of a full-time safety officer-in-charge of the implementation of the said program.

IV. Warranty

The Contractor shall guarantee all permanent Civil Works done to be free from defects for a period of Fifteen (15) years reckoned from acceptance of the project.

Form of warranty shall be in accordance with the provisions in Section 62 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184.

V. Payments

- a) Payments to the Contractor will be made only for the actual accomplishment and or material utilized, certified by the PSHS-MC as performed by the Contractor in accordance with the plans, specifications and program of works/construction schedule.
- b) Payments in accordance with the above paragraph shall be considered full compensation for furnishing materials, labor, tools and equipment, and for performing all work contemplated and embraced under the Contract.
- c) Payment shall be made upon complete submission of all documents required by the PSHS-MC as indicated in this Scope of Works and Specifications and other contract documents.

First Progress payment shall be made upon completion of 20% actual accomplishment of the contractor.

Succeeding Progress Billings shall be made monthly by the contractor.

- d) It is the responsibility of the Contractor to ensure that their performance bond is updated and valid until the PSHS-MC issues the final Certificate of Acceptance. The Contractor shall submit the endorsement/amendments to PSHS-MC on extension or revisions to its validity, as maybe necessary, not later than seven (7) days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the Performance is updated.
- e) All payments made shall be subject to ten percent (10%) retention and to PSHS-MC's Accounting Rules and Regulations.

VI. Similar Contract

A contract shall be considered “similar” to the contract to be bid if it involves construction of a multi-storey academic building with multi-purpose area (3 floors minimum).

VII. Construction Safety

The Contractor shall be required to adhere to applicable safety provisions stated in the Occupational Standard for Safety and Health (OSSH) and with PSHS-MC House Rules and Safety Guidelines at all times for the duration of the project. The contractor shall be required to perform a regular tool box meeting among workers and their respective supervisors for the purpose of instructions, discussions, and proper briefing of planned works, the possibility or actual occurrence of accidents at the site and preclusions.

GENERAL REQUIREMENTS

I. LICENSE AND PERMITS

The Contractor shall secure from the government agencies all necessary licenses and permits needed to proceed with the implementation of the Project.

II. TEMPORARY STRUCTURES AND SERVICES

a) Temporary facilities

Temporary facilities shall be of a design and materials acceptable to the PSHS-MC.

b) Field Office

b.1. The Contractor shall provide a separate temporary office (if necessary) for use of the contractor's field staff, at an approved location.

b.2. The Contractor shall make available Personal Protective Equipment (PPE's) for the workers.

c) Temporary Electric Power

The contractor shall provide for a temporary power facility required for the entire construction phase.

d) Temporary Water Supply

The contractor shall provide a temporary water facility that will be used during the entire construction stage.

e) Temporary Scaffolding, Hoist, etc.

The contractor shall, operate and maintain adequate number of temporary hoist, scaffolds, runways, ladders, and the like as required for the proper execution of the work. Safety precautions shall at all times be observed.

f) Removal of Temporary Services and Facilities

g) All temporary services and facilities installed by the contractor shall be removed by the contractor on completion of this contract or as directed by the PSHS-MC. The contractor shall restore any damage, alteration, caused by such removal and during the project implementation.

III. 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 operations.

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 works as soon as it is completed and shall maintain such protection until such time they are no longer required.

IV. 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.

The Contractor will be responsible for all test and engineering services required by the Specifications. The cost for inspection or tests not required by the specification but which the PSHS-MC requires, will be borne by the PSHS-MC.

All tests shall be performed by the testing agency approved by the PSHS-MC and shall be in accordance with the current standards of the American Society for Testing and Materials unless otherwise specified by the PSHS-MC. The Contractor shall furnish the PSHS-MC with 2 copies of the test procedures used.

V. CLEANING

The Contractor shall at all times keep the premises from accumulation of waste materials or rubbish caused by his employees, sub-contractors, or the work by providing trash receptacles. At completion of the works 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, wash terrazzo, tile floors and all exposed concrete so as to present clean work to the PSHS-MC for acceptance.

VI. 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 record of all mechanics materials, men and like lines, delivery of all guarantees, Equipment Operation and Maintenance Manuals; as built drawings, Building certificates prior to occupancy; Electrical permits; all other required approvals and acceptance by the City or other authority having jurisdiction and removal of all rubbish, tolls scaffoldings and surplus materials and equipment from the job site.

VII. PUNCHLIST

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

VIII. 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.

Terms of Reference

COMPLETION OF ACADEMIC BUILDING FOR SENIOR HIGH PROGRAM

I. ABBREVIATIONS/ACRONYMS

Whenever the following terms, titles, or abbreviations are used in these Terms of Reference or in any document or instrument where these References govern, the intent and meaning are as noted

ACI	American Concrete Institute
ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
BFP	Bureau of Fire Protection
BPS	Bureau of Product Standards
CDC	Center for Disease Control and Prevention Manual
DOH	Department of Health
EPA	Environmental Protection Agency
FM	Factory Manual
FSIC	Fire Safety Inspection Certificate
ICRA	Infection Control Risk Assessment
IEC	International Electro-technical Commission
IMC	Intermediate Metal Conduit
MBT	Master Builders Technologies
ME Code	Mechanical Engineering Code of the Philippines
MOA	Memorandum of Agreement
NAMPAP	National Plumbers Association of the Philippines
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NPCP	National Plumbing Code of the Philippines
NSCP	National Structural Code of the Philippines
NWRB	National Water Resources Board
ORRA	Oscar R. Ruivivar and Associates
PCMC	Philippine Children's Medical Center
PNP	Philippine National Police
PNS	Philippine National Standards

PSSE	Philippine Society of Sanitary Engineers, Inc.
SHGC	Solar Heat Gain Coefficient
UL	Underwriters' Laboratories

II. DEFINITION OF TERMS

For this purpose of this Clause, boldface us used to identify defined terms.

- 1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance.
- 1.2. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit process, lump sums, and/or provisional sums.
- 1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative.
- 1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5. The **Contract Price** is the price stated in the Letter of Acceptance and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.
- 1.6. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completed Date stated in this Contract.
- 1.7. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.8. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.9. **Days** are calendar days; months are calendar months.
- 1.10. **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to the payments for associated Materials and Plant.
- 1.11. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.12. The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.13. The **Defects Liability Period** is the one-year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
- 1.14. **Drawings** are graphical presentation of the Works. They include all supplementary details, shop drawings, calculation, and other information provided or approved for the execution of this Contract.
- 1.15. **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.

- 1.16. The **Intended Completion Date** refers to the date when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.17. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.18. The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.19. **Permanent Works** all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.20. **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.21. The **Procuring Entity** is the party who employs the Contractor to carry out the Works.
- 1.22. The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.23. The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.24. **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.25. **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contract or as established from the work schedule. This is actually described as a percentage of the whole Works.
- 1.26. **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.27. The **Start Date**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.28. A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.29. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.30. **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the

complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract.

III. PROJECT COMPONENTS

A. The Phase 1 calls to complete the exterior part of the Building.

B. The main scope of works is listed below:

1. Architectural Works

- Finishes inclusive of Exterior wall finishes, installation of Windows, Installation of doors for Ground Floor
- Water proofing system for ledges and deck.

2. Structural Works

- Completion of the remaining Structural works includes Masonry works and concreting, supply and Installation of Reinforcing Bars Grade 40, supply and installation of Roofing System complete with trusses and sag rods for cross bracing support connection.

3. Plumbing Works

- Plumbing works includes Booster pump, Hydro pneumatic tank (Diaphragm Tank), Supply and Installation of Storm Drainage system, Downspout, Collector Perforated Perimeter Pipe, Supply and Installation of Sewer, Waste and Vent.

4. Electrical Works

- Main Feeder line for the tapping of Academic Building Power Supply Requirement to the Existing Power Source.

C. The Contractor shall seek approval from the project manager of all materials, and equipment needed for the fit out works of the New building. Building Design shall conform with the provisions of the National Building Code of the Philippines (PD 1096), Accessibility Law (BP 344), National Structural Code of the Philippines, Electrical Engineering Law 9RA 7920), Mechanical Engineering Law (RA 5336). Plumbing Code (RA1378, 1993-1994 Revisions), Fire Code (RA 9514) and other laws and regulations covering environmental concerns and local ordinances and regulations.

D. Construction Work

As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with Annex "E" CONTRACT IMPLEMENTATION GUIDELINES FOR THE PROCUREMENT OF INFRASTRUCTURE PROJECTS from RIRR of R.A. 9184. The following provisions shall supplement these procedure:

1. The Contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works

and shall prepare and submit all necessary documents specified by the Building Official to meet all regulatory approvals as specified in the contract documents.

2. The Contractor shall submit a detailed program of works, S-Curve, PERT CPM or Master Schedule within fourteen (14) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, but will not be limited to:
 - a. The order in which intends to carry out the work including anticipated timing for each stage of detailed planning and construction;
 - b. Periods for review of specific outputs and any other submissions and approvals;
 - c. Sequence of timing for inspection and tests;
 - d. General description of the design and construction methods to be adopted;
 - e. Number and names of personnel to be assigned for each stage of the work;
 - f. List of equipment required on site for each stage of the work; and
 - g. Description of the quality control system to be utilized for the project.
3. The Contractor, PSHS Infra Com shall schedule a Kick-Off Meeting before the Construction Day 1 to set construction prerequisites, deliverables, clear and approved Master Schedule of the Project signed by all parties.
4. Annex “E” of R.A. 9184 guidelines shall govern approval of all variation orders.

IV. IMPLEMENTATION ARRANGEMENT

A. Reporting Protocol

- a. PSHS Infra Com

V. ELIGIBILITY REQUIREMENTS

A. Basic

1. The eligibility requirement for shall comply with all provisions of Sections 23 of IRR of RA 9184.
2. A modified set of requirements integrating eligibility documents and criteria for infrastructure projects shall be adopted in accordance with Annex “E” CONTRACT IMPLEMENTATION GUIDELINES FOR THE PROCUREMENT OF INFRASTRUCUTURE PROJECTS from RIRR of R.A. 9184.
3. The Contractor must have completed a similar project in the amount of at least fifty percent (50%) of the ABC within the last 5 years.

4. The contract similar to the Project refers to contracts which have the same major categories of works, which shall be Construction of Multi-storey Academic Building with minimum of 5 floors.

B. Key Personnel for the Project

1. The Contractor shall provide the following key personnel during the construction phase, the Bidder must assign the project professionals as shown below:
 - 1.1. Project Manager (1)
 - i. Licensed Engineer or Architect
 - ii. At least 7 years of experience in construction management
 - iii. Good oral and written communication skills
 - 1.2. Structural Engineer (1)
 - i. Licensed Structural and Civil Engineer
 - ii. At least 5 years (Structural) and 3 years (Civil) of experience in construction management
 - 1.3. Project Architect (1)
 - i. Licensed Architect
 - ii. At least 3 years of experience in construction management
 - iii. With experience in actual construction
 - 1.4. Materials Engineer (1)
 - i. Licensed Engineer
 - ii. DPWH Accredited Material Engineer II or I
 - iii. With experience in actual construction
 - 1.5. Construction Safety Engineer (1)
 - i. Licensed Engineer/Architect
 - ii. DOLE accredited/trained
 - 1.6. Quality Control/Quality Assurance Officer (1)
 - i. Licensed Architect/Engineer with experience as QA/QC
 - ii. With experience in construction

VI. APPROVED BUDGET FOR THE CONTRACT

A. The total approved budget for the contract is Fifty Million Pesos Only (Php50,000,000.00).

VII. TIME FRAME

The Contractor is requirement to complete the Project within the two hundred ten (210) calendar days as shown below, to start seven (7) days upon the Contractor's receipt and signing of Notice to Proceed.

Item	Activity	1	2	3	4	5	6	7
1	NTP							
	PRE-CONSTRUCTION PHASE							
	Site Possession Certificate							
	1. General Requirements							
	2. Building Permits							
	Submission of the following:							
	1. DOLE Construction Safety and Health Plan							
	2. Updated Construction Methodology							
	3. Traffic Management Plan							
	Finalization and Submission of the following:							
	(14 days after NTP)							
	1. Final BOQ							
	2. PERT-CPM							
	3. MANPOWER SCHEDULE							
	4. EQUIPMENT SCHEDULE							
	5. COST SCHEDULE							
	6. S-CURVE							
2	CONSTRUCTION PHASE							
	Kick-off event							
	Daily Toolbox							
	Weekly Technical Meeting							
	Monthly Management Meeting							
	50% Construction Update Meeting/Report							
3	POST CONSTRUCTION PHASE							
	Final Inspection							
	1. Punchlisting Schedules							
	2. Project Site Inspection							
	Final Safety health and Security Report/Close-out							
	DOLE submission							
	Submission of As-built Drawings and Plans							
	Acceptance Certificate or Turn-over							
	Project Close-out report of contractor							

Section VII. Drawings

Please refer to the documents titled:

Bidding Phase Drawings: Completion of Academic Building for Senior High Program

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
COMPLETION OF ACADEMIC BUILDING FOR SENIOR HIGH PROGRAM**

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) ***in accordance with Section 8.5.2 of the IRR;***

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (d) Philippine Contractors Accreditation Board (PCAB) License at least Category B;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (f) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Documents

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

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- ☐ (k) Lump sum bid prices, which shall include the detailed engineering cost, in the prescribe Bid Form; **and**
- ☐ (l) Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (m) Cash Flow by Quarter and payments schedule.

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 guidelines² for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

² 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:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - 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.

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:

- 1.1. Project Manager (1)
 - i. Licensed Engineer or Architect
 - ii. At least 10 years and above of experience in construction management
 - iii. Good oral and written communication skills
- 1.2. Structural Engineer (1)
 - i. Licensed Structural and Civil Engineer
 - ii. At least 7 years (Structural and 5 years (Civil) of experience in construction management
- 1.3. Project Architect (1)
 - i. Licensed Architect
 - ii. At least 5 years of experience in construction management
 - iii. With experience in actual construction
- 1.4. Materials Engineer (1)
 - i. Licensed Engineer
 - ii. DPWH Accredited Material Engineer II or I
 - iii. With experience in actual construction

- 1.5. Construction Safety Engineer (1)
 - i. Licensed Engineer/Architect
 - ii. DOLE accredited/trained

- 1.6. Quality Control/Quality Assurance Officer (1)
 - i. Licensed Architect/Engineer with experience as QA/QC
 - ii. With experience in construction

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:

Annex “G”

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 ACADEMIC BUILDING FOR SENIOR HIGH PROGRAM**, 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

