PHILIPPINE BIDDING DOCUMENTS

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

"Repair and Refurbishment of DNSM Faculty Comfort Rooms and AS Room 15" (UPTC IB NO. 2024-06)

> 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



INVITATION TO BID FOR

"Repair and Refurbishment of DNSM Faculty Comfort Rooms and AS Room 15"

- (UPTC IB NO. 2024-06)
- The University of the Philippines Tacloban College through the Reprogrammed Funds (1365th BOR) FY 2021 intends to apply the sum of One Million Seven Hundred Sixty-Five Thousand Seven Hundred Ninety-Three Pesos and Fifty-Four Centavos (₱1,765,793.54) being the Approved Budget for the Contract (ABC) to payments under the contract for Repair and Refurbishment of DNSM Faculty Comfort Rooms and AS Room 15 (UPTC IB NO. 2024-06). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The University of the Philippines Tacloban College now invites bids for the above Procurement Project. Completion of the Works is required within 40 working days from receipt of Notice to Proceed. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "*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 University of the Philippines Tacloban College and inspect the Bidding Documents at the address given below from Monday to Friday at 8:00 AM to 5:00PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on 10 July 2024 to 30 July 2024 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 Two Thousand Pesos (P2,000.00). If prospective bidders opt to pay online or through bank deposit, they may email a copy of the deposit slip or confirmation slip as proof of payment for the fees. Please see Annex 1 (last page) for bank details and further payment instructions.
- 6. The University of the Philippines Tacloban College will hold a Pre-Bid Conference¹ on 18 July 2024, 10:00 AM at the College Conference Hall, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before *30 July 2024 at 10:00 AM*. Late bids shall not be accepted.

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.

- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 9. Bid opening shall be on *30 July 2024, 10:00 AM* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Site inspection is a requirement. Certificate of Site Inspection shall be obtained from the Campus Maintenance and Development Office.
- 11. The University of the Philippines Tacloban College reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

BAC Secretariat UP Tacloban College Magsaysay Boulevard, Tacloban City 6500 bacsecretariat.uptacloban@up.edu.ph Telephone Nos. (053) 832-2897

13. You may visit the following websites:

For downloading of Bidding Documents:

https://notices.philgeps.gov.ph/ https://www.uptacloban.edu.ph/bids-and-awards/

10 July 2024

ARVIN L. DE VEYRA BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, University of the Philippines Tacloban College invites Bids for the Repair and Refurbishment of DNSM Faculty Comfort Rooms and AS Room 15 with Project Identification Number UPTC IB NO. 2024-06.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY 2021 in the amount of One Million Nine Seven Hundred Sixty-Five Thousand Seven Hundred Ninety-Three Pesos and Fifty-Four Centavos (₱1,765,793.54).
- 2.2. The source of funding is:

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:

Subcontracting is not allowed.

8. **Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 special PCAB License and registration for the type and cost of the contract for this Project, shall be required. 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:

Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *120 days from the date of opening of bids*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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:								
	Repair and refurbishment of interior spaces of buildings								
7.1	Subcontracting is not allowed.								
10.3	The bidder must have a valid PCAB license with at least Small B category.								
10.4	The key personnel must meet the required minimum years of experience set below:								
	Key Personnel Relevant Experience								
	Architect or Engineer 3 years								
	Construction foreman 3 years								
	Skilled mason 1 year								
	Skilled carpenter 1 year								
	Skilled electrician 1 year								
	Skilled plumber 1 year								
	Skilled painter 1 year								
	Laborer none								
10.5	The minimum major equipment requirements are the following:								
	Power tools: cut off saw, angle grinder, electric drill, demolition hammer, chipping gun Hand tools								
12	Not allowed								
15.1	 The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than ₱35,316.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 								
	b. The amount of not less than ₱88,290.00, if bid security is in Surety Bond.								
16	Each Bidder shall submit one (1) original copy of the first and second components of its Bid. The Procuring Entity requests for two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.								
19.2	Partial bid is not allowed								
20	No further instructions								
21	Detailed Construction schedule (Gantt chart)								
	Manpower schedule								
	Construction safety and health program approved by the DOLE								

Bid Data Sheet

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. **Possession of Site**

- 3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
 - 3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the

Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. **Program of Work**

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Special Conditions of Contract

GCC Clause	
2	Not applicable
4.1	Upon issuance of Notice to Proceed
6	The site investigation reports are: none
7.2	Not applicable
10	No dayworks are applicable to the contract.
11.1	No further instructions
11.2	Not applicable
13	The amount of the advance payment shall not exceed 15% of the total contract
	price and schedule of payment.
14	Not allowed.
15.1	The "as built" drawings are required prior to issuance of Certificate of
	Completion.
15.2	Release of Final Payment is subject to the submission of the "as built"
	drawings to be certified by UPTC's authorized representative/s.

Section VI. Specifications

Specifications:

A. Site clearing, fabrication and installation of scaffoldings

- Clearing the interior side of the faculty room, old comfort room and the area side of AS room 15
- Demolition of the concrete cubicle partition & concrete sink/ lavatory
- Chipping of old concrete wall tiles and floor tiles
- Demolished concrete walls, lavatory and chipped tiles shall be transferred and disposed to the designated area for proper disposal

B. Concrete works

- Use 12mm DSB for lavatory reinforcement spaced @ 0.15 on center both ways
- Use 1:2:3 class A concrete mixture for the lavatory counter
- Use heavy duty tile adhesive for tiling works. Clear tile surface and tile gap before tile grout application.

C. Carpentry works

- Use fiber cement board ceiling panels with double metal furring ceiling joist spaced @ .60 x .60m o.c.b.w. and 1/4" angle bars support spaced @ 1.40 x 1.20m o.c.b.w.
- For CR cubicle partition, use; 12mm phenolic board (wood design) with chrome black accessories (leg support, wall angle, hinges, door lock with indicator & hook)
- Use 12mm phenolic board wall partition (wood design) with 1.5mm tubular center wall framing spaced @ 1.5m. vertical support.
- Use .40mm metal stud framing and metal track drywall partition with 4.5mm fiber cement board painted finish with aluminum louver between comfort room and storage room.

C. Electrical works

- All electrical works and installation herein shall conform with the latest approved edition of the Philippine Electrical Code (PEC) Rules and Regulations of the Local and National Authorities concerned in the enforcement of Electrical laws and ordinances.
- Electrical services requirement shall be 230Volts, 60 Hz. No branch circuit shall have a load or more than 80% of its rating.
- All materials to be used shall be new and approved type for both purpose intended. All wires shall be insulated for 600Volts and shall be inside uPVC pipes.
- Workmanship shall be equal to the best standard practice recognized and adopted for this trade.
- All electrical works and installation herein shall be done under the direct supervision of a duly licensed electrical engineer or his authorized representative.
- Grounding and bonding system shall be provided to all lighting and power circuit as per Philippine Electrical Code Requirement.

- All wire shall be copper and thermoplastic insulated type "THHN/THWN" unless otherwise indicated in the plan. All circuit breakers shall be bolt on type with 125 A center main.
- The minimum size of wire for power and lighting circuit homerun shall be 3.5mm and insulated for 600Volts.
- All panel boards shall be provided with identifications and load directory.
- Smallest raceway shall be 15mm dia. Trade / nominal size
 - Mounting height shall be as follows:
 - Panel board 1.40 meters above finish floor line
 - * Wall switches 1.40 meters above finish floor line
 - * Convenience outlet 0.30 meters above finish floor line

C. Painting works

*

- Area for painting and repainting must be clean and free from dust before the painting procedure. All surface shall be properly sanded. Do not leave painting materials anywhere every after work.
- Use recycled materials to cover spilled paints.
- Use skim coat application on concrete beams and floor slab for smooth finish. Apply Acrytex primer after skim coat application.
- Apply concrete epoxy sealant (HV) on crack walls. Apply acrytex primer paint, sand and finish with the specified semi-gloss paint for finishing.
- For metal works, use epoxy primer and QDE paint for finishing.
- Use QDE paint for wooden furniture for repainting. Use Oil wood stain for varnishing wooden slats decorative wall.
- Use quality based paint. Boysen for final paint application.

D. Door & window works

- Demolished portion of concrete wall in preparation for the installation 2 panel of glass door.
- For glass door: 2 Panel double swing glass door 1/2" thk frameless glass with heavy duty us made hinges door handle and door lock.
- For awning glass window: Use 1/4" glass, attached with snap on and sealed with glass sealant and with standard powder coated white aluminum frame.
- All glass shall be installed with frost tint on center.
- Use solid wood door .80m x 2.10 door with 2" x 4" door jamb complete with heavy duty loosepin door hinges and door lock

D. Mobilization and demobilization

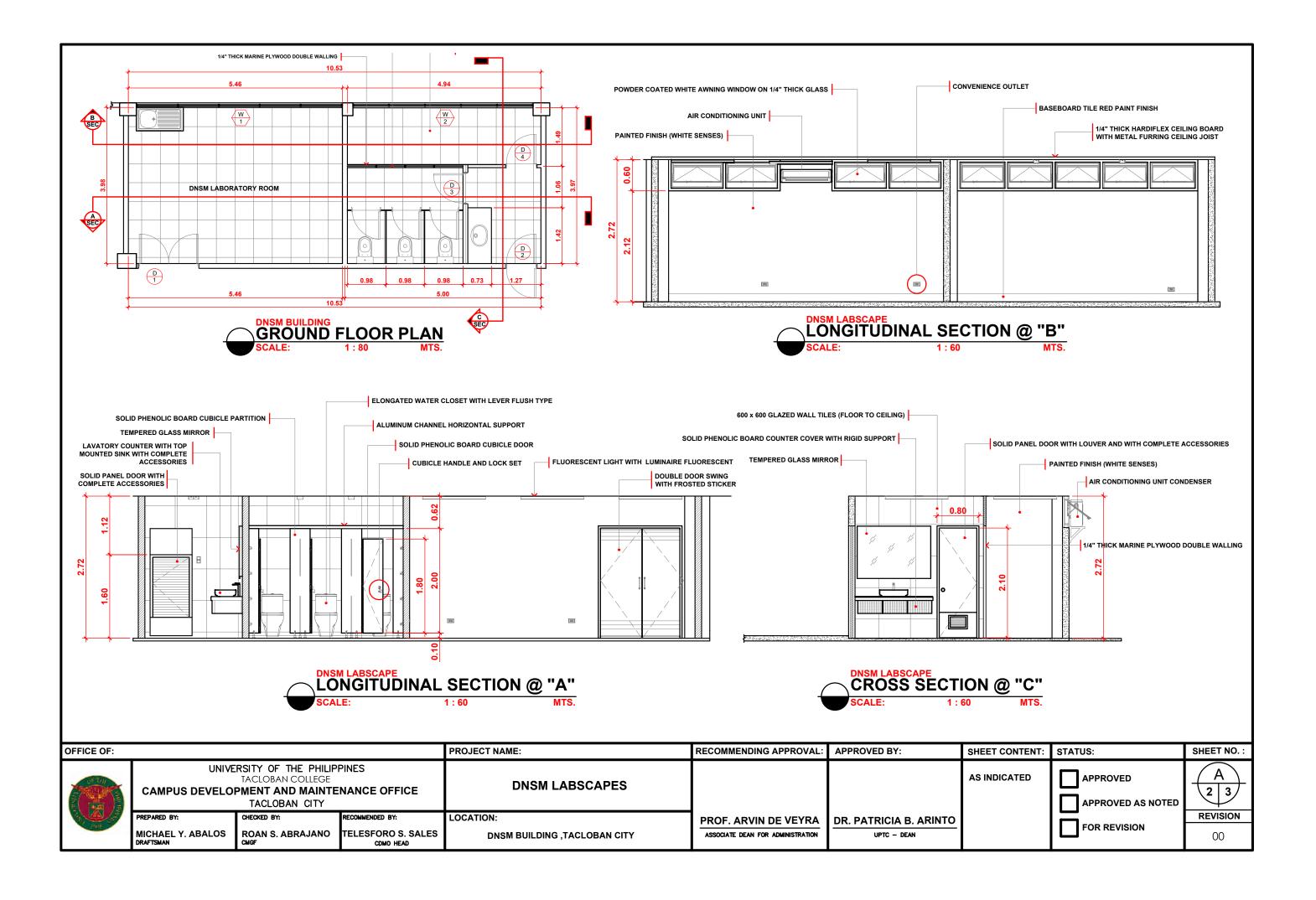
• Clean the area every day before and after works and maintain good housekeeping.

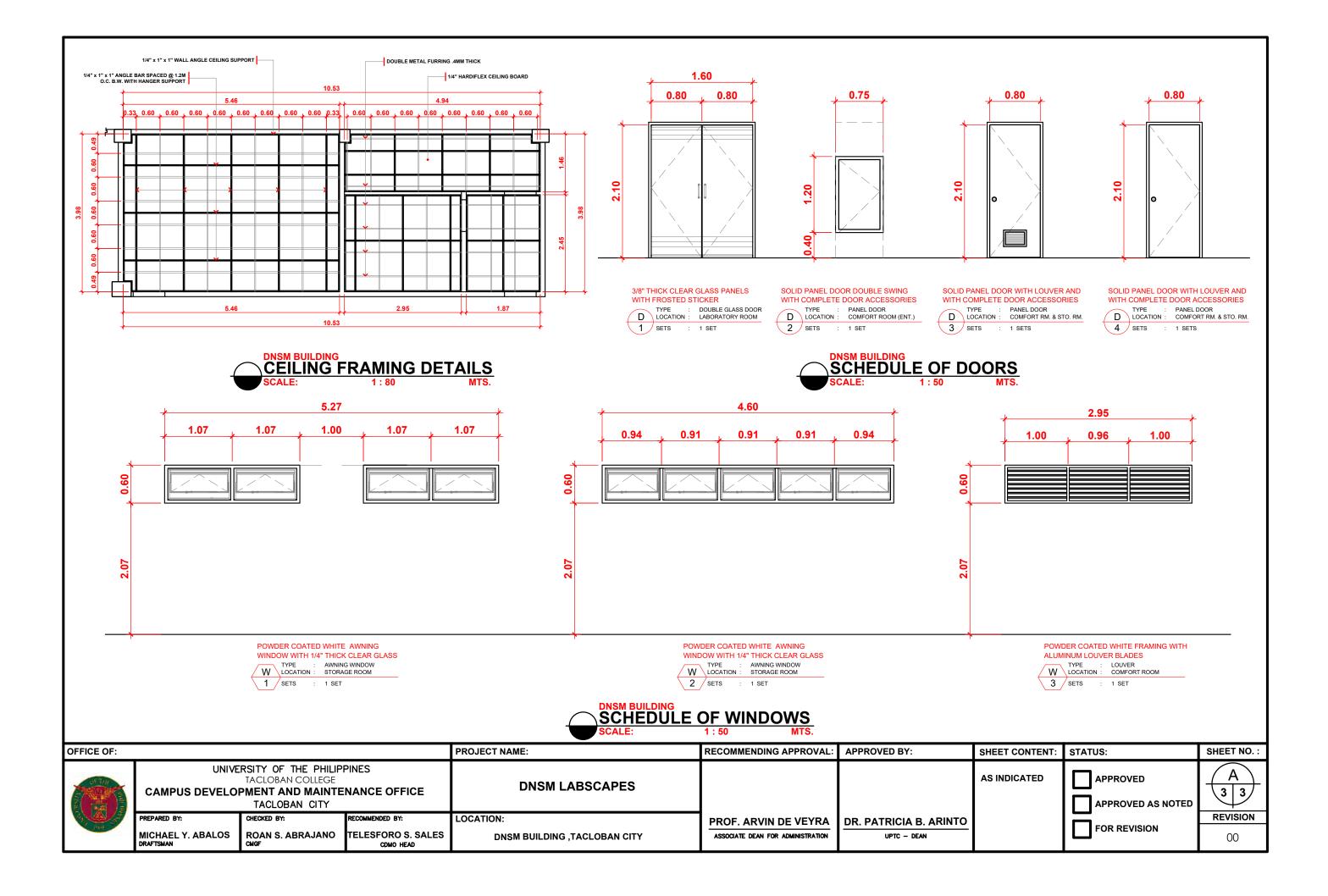
Section VII. Drawings

Sheet No.	Content
A 1/3	Lavatory area interior perspective
	Storage area interior perspective
	Comfort room interior perspective
	Laboratory room perspective
A 2/3	DNSM Building Ground floor plan
	DNSM Labscape Longitudinal section A & B
	DNSM Labscape Cross section C
A 3/3	DNSM Building ceiling framing details
	DNSM Building schedule of doors
	DNSM Building schedule of windows
E 1/1	Lighting layout plan
	Convenience outlet plan
	Schedule of loads
	Single line diagram
P 1/1	Fresh water layout plan
,	Joint detail
	Standard pipe fittings
A 1/1	AS Room 15



OFFICE OF:					PROJECT NAME:	RECOMMENDING APPROVAL:	APPROVED BY:	SHEET CO				
ST UF			RSITY OF THE PHILIPI TACLOBAN COLLEGE PMENT AND MAINTE TACLOBAN CITY		DNSM LABSCAPES			AS INDIC				
		PREPARED BY:	CHECKED BY:	RECOMMENDED BY:	LOCATION:	PROF. ARVIN DE VEYRA	DR. PATRICIA B. ARINTO					
	10818	MICHAEL Y. ABALOS DRAFTSMAN	ROAN S. ABRAJANO	TELESFORO S. SALES CDMO HEAD	DNSM BUILDING , TACLOBAN CITY	ASSOCIATE DEAN FOR ADMINISTRATION	UPTC - DEAN					





OFFICE OF:				PROJECT NAME:	RECOMMENDING APPROVAL:	APPROVED BY:	SHEE
OF THE		RSITY OF THE PHILIP TACLOBAN COLLEGE PMENT AND MAINTE TACLOBAN CITY		DNSM LABSCAPES			AS II
	PREPARED BY:	CHECKED BY:	RECOMMENDED BY:	LOCATION:	PROF. ARVIN DE VEYRA	DR. PATRICIA B. ARINTO	
	MICHAEL Y. ABALOS DRAFTSMAN	ROAN S. ABRAJANO	TELESFORO S. SALES CDMO HEAD	DNSM BUILDING , TACLOBAN CITY	ASSOCIATE DEAN FOR ADMINISTRATION	UPTC - DEAN	



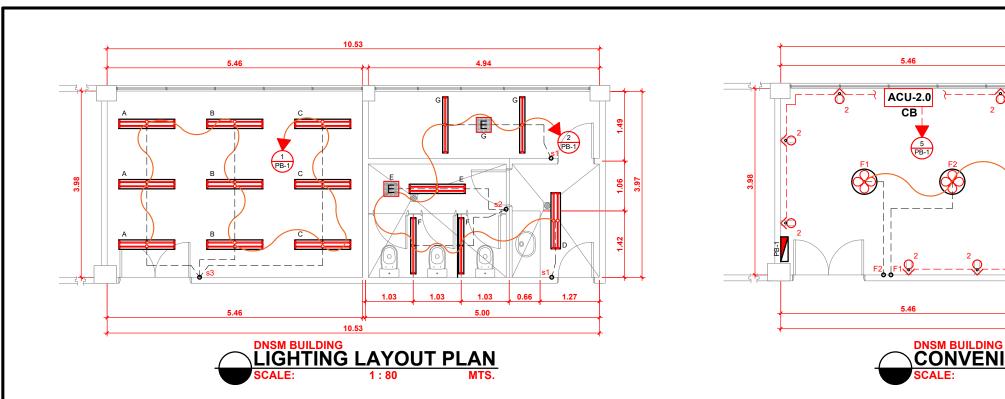
CIRCUIT		NO. OF				AMPERE	CIRCUIT	KAIC		SIZE OF	
NO.	DESCRIPTION	OUTLETS	PHASE	VA	VOLTS	PER CIRCUIT	PROTECTION	-	GROUNDING WIRE (COLOR : GREEN)	WIRE	CONDUIT
1	LIGHTING OUTLET	9	1 Ø	900	230	3.913	15-AT	10 KA	1 - 2.0MM ² THHN/THWN	2 - 2.0MM ² THWN WIRE STRANDED	20mm Ø PVC PIPE
2	LIGHTING OUTLET	6	1 Ø	600	230	2.609	15-AT	10 KA	1 - 2.0MM ² THHN/THWN	2 - 2.0MM ² THWN WIRE STRANDED	20mm Ø PVC PIPE
3	CONVENIENCE OUTLET	9	1 Ø	3240	230	14.087	20-AT	10 KA	1 - 3.5MM ² THHN/THWN	2 - 3.5MM ² THWN WIRE STRANDED	20mm Ø PVC PIPE
4	WALL FAN (R)	3	1 Ø	300	230	1.304	15-AT	10 KA	1 - 2.0MM ² THHN/THWN	2 - 2.0MM ² THWN WIRE STRANDED	20mm Ø PVC PIPE
5	AIR CONDITIONING UNIT	1	1 Ø	1492	230	6.487	30-AT	10 KA	1 - 5.5MM² THHN/THWN	2 - 5.5MM ² THWN WIRE STRANDED	20mm Ø PVC PIPE
6	SPARE						20-AT				
TOTAL		28		6,532		28.4					

(PB-1) PANEL BOARD - 1 TYPE OF SERVICE: 230 VOLTS ,60HZ ,SINGLE PHASE LINE TO GROUND SYSTEM

SCHEDULE OF LOADS:







1:80

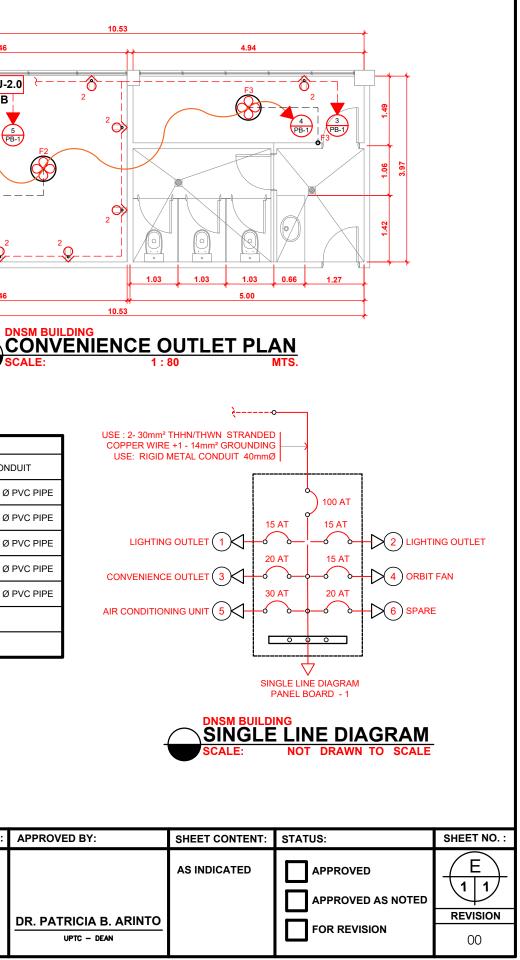
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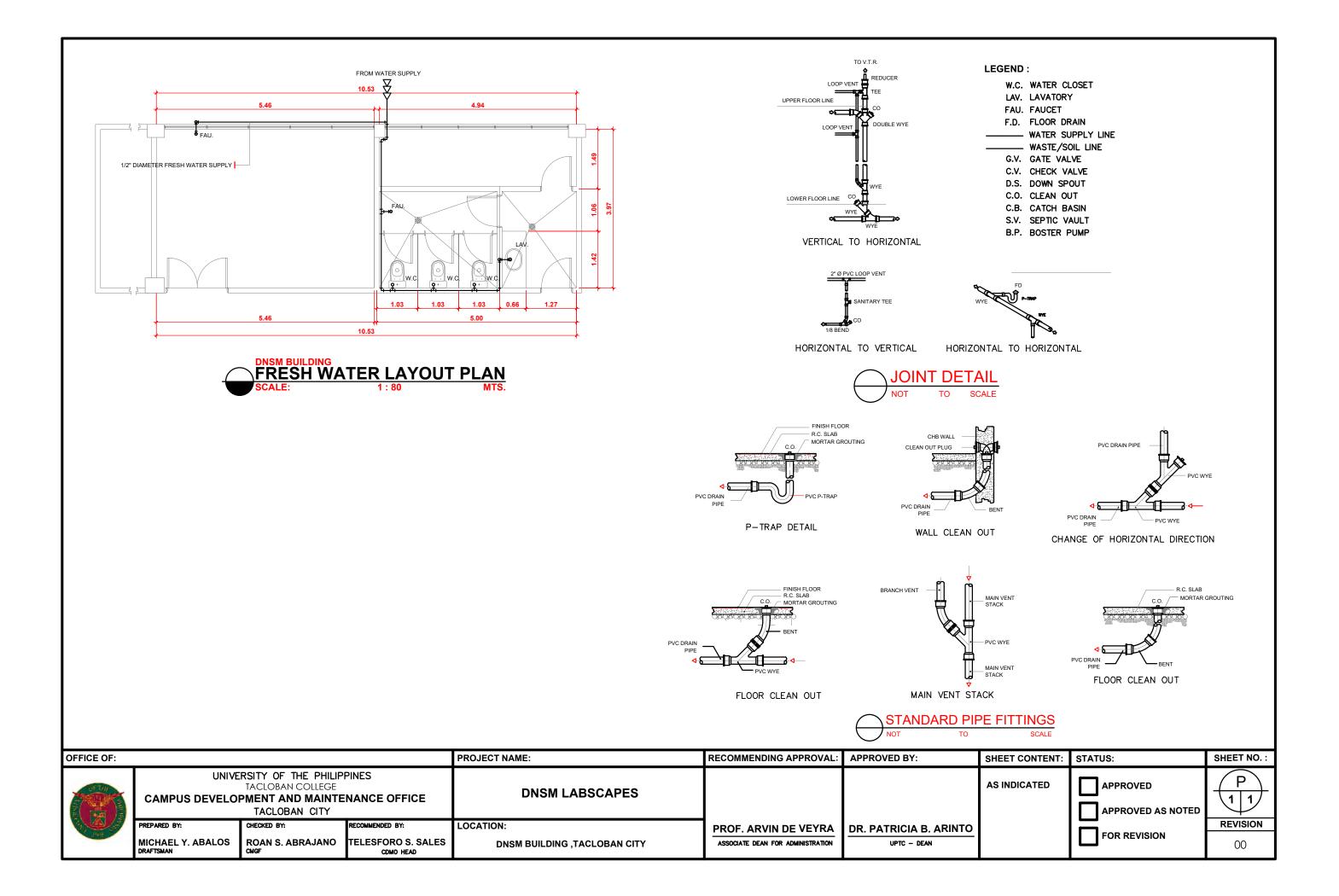
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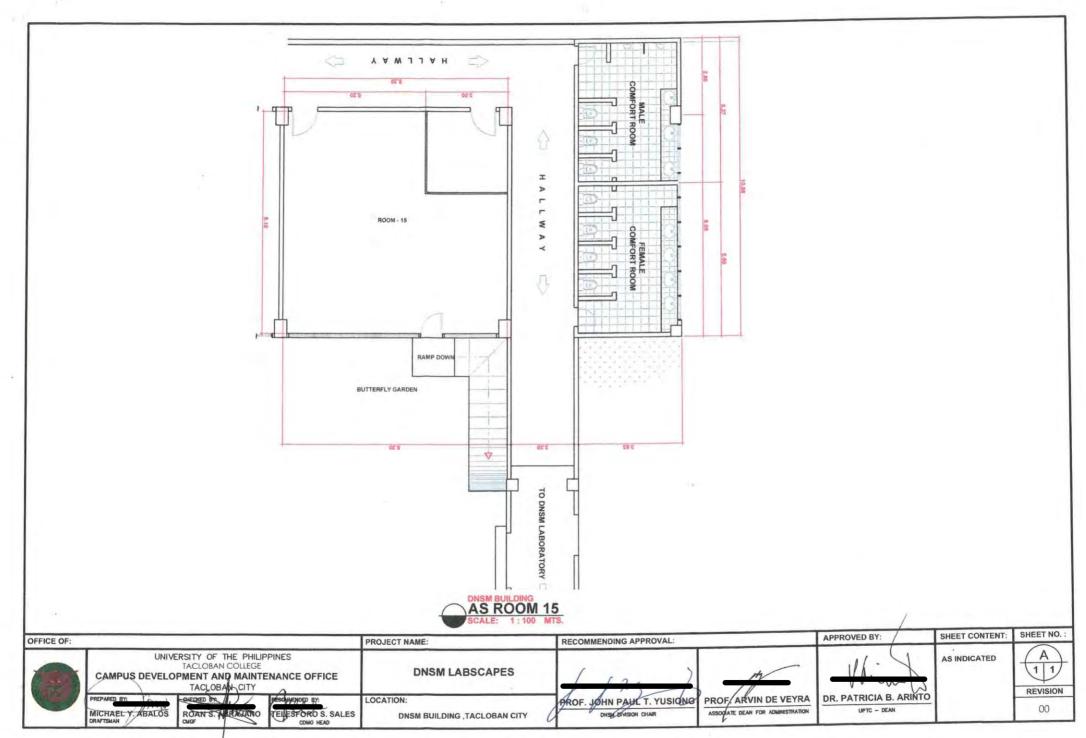
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Section VIII. Bill of Quantities

Bill of Quantities

Item		Activity	Unit	Quantity	Unit	Total
4	0		1	1	Cost	Cost
1		rsion of DNSM Faculty Comfort	lot	1		
		to Laboratory Room				
	a.	Demolition of comfort room				
		partition and concrete lavatory				
	b.	Replacement of ceiling				
	C.	Electrical works				
	d.	Floor tiling				
	e.	Repainting works (walls and				
		ceiling including ceiling eaves)				
	f.	Door works				
				Total Cost 1	for Item 1	
2	Refur	pishment of old comfort room				
	and st	orage room				
	a.	Demolition of interior comfort				
		room partition and concrete				
		lavatory				
	b.	Replacement of ceiling including				
		ceiling eaves				
	с.	Fabrication of drywall partition				
		between storage room and				
		comfort room				
	d	Electrical works				
		Plumbing works				
	с.	e.1 Repair of sanitary lines				
		e.2 Repair of water lines				
		e.3 Replacement of plumbing				
	C C	fixtures				
	f.	Floor tiling				
	g.	Painting works				
	h.	Doors and windows				
				Total Cost 1	or Item 2	

3	Door opening at AS Room 15, concrete ramp and transfer of outdoor	
	unit of air conditioner	
	a. Cutting of portion of concrete	
	walls and windows for door	
	installation at AS Room 15 side of	
	Butterfly Garden	
	b. Installation of door	
	c. Construction of concrete ramp	
	d. Transfer of outdoor unit	
	(condenser) of airconditioner at	
	AS Room 15	
		Total Cost for Item 3
4	General Requirements	
	a. Safety and health	
	b. Temporary facilities	
	c. Mobilization and demobilization	
		Total Cost for Item 4

					
			DETAILED ESTIMATES PER ITEM NO. <u>1</u> of the BOQ (Suggested Format)		
PROJECT: LOCATION: ITEM NO.: ITEM DESCRIPT	FION:				
			DETAILED COST ESTIMATES		
	QUANTITY	UNIT	DESCRIPTION	UNIT COST/RATE	TOTAL AMOUNT
MATERIAL					
			тота		
			IOTAL	MATERIALS COST	
EQUIPMENT					
			TOTAL EQUIPMENT RENTAL (COST (OPERATED)	
L ABOR					
				TAL LABOR COST	
	INDIRECT C		TOT	AL DIRECT COST:	
	OCM				%
	CONTRACT VAT (5%)	OR'S PR	OFIT (CP)		% %
			ΤΟΤΑΙ	LINDIRECT COST	
			TOTAL COST: DIRECT COST	+ INDIRECT COST	

I hereby certify that the statement of compliance to the foregoing are true and correct, otherwise, the same shall give rise to automatic disqualification of our bid.

Name of Company / Bidder

Signature Over Printed Name of Authorized Representative Date

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

□ Certificate of Site Inspection

Class "A" Documents

<u>Legal Documents</u>

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

<u>Technical Documents</u>

- (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) Special PCAB License in case of Joint Ventures <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
- □ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
 - (f) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. Notarized 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, biodata, valid PRC license;
 - 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; <u>and</u>
- □ (g) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.

<u>Financial Documents</u>

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- □ (k) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
- □ (l) Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; <u>and</u>
- \Box (m) Cash Flow by Quarter.

Suggested form for list of key personnel

Project title:

Project location:

Name of bidder: _____

Business address:

List of contractor's key personnel to be assigned to the contract to be bid

Information	Architect/Engineer	Construction	Skilled	Skilled	Skilled	Skilled	Skilled	Laborer
	_	Foreman	Mason	Carpenter	Electrician	Plumber	Painter	
Name								
Address								
Date of birth								
Years of experience								
Highest educational								
attainment								
Valid PRC license								

Signature over printed name of bidder:

Notes:

This form must be duly signed and notarized

Must be supported with biodata, and copy of valid license/s (if applicable)

Annex 1

For the purchase of the bidding documents for the said project, please see details below:

Bank Name: Land Bank of the Philippines Sagkahan, Tacloban City Branch Bank Account Name: UP Tacloban College Bank Account Number: 0182-1056-19

Please take note of the following:

1. LBP to LBP fund transfer and Over-the-Counter Cash Deposit - **amount is credited on the next banking day**

2. Other banks to LBP - **amount is credited within 3-5 banking days** (except when the transfer is done via *Instapay*)

Bidders may email the scanned copy of deposit slip or confirmation slip as proof of payment together with the list of items they are intending to bid to **bacsecretariat.uptacloban@up.edu.ph**

Bids will be declared officially received by the BAC Secretariat only upon validation of the proof of payment by the UPTC Cash Office. If payment is credited beyond the validation period and the deadline of submission, bids will automatically be declared late and therefore will not be accepted.

For guidance and information of all concerned.

