

**PHILIPPINE BIDDING DOCUMENTS** 

(As Harmonized with Development Partners)

# Procurement of INFRASTRUCTURE PROJECTS

FURNISHING OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF STA LUCIA II PUMPING STATION (INFRA 2024-002)

Government of the Republic of the Philippines

Sixth Edition July 2020

1

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# Preface

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

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contracts, 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 note 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.

# **TABLE OF CONTENTS**

Glossa	ry of Terms, Abbreviations, and Acronyms	6
Section	I. Invitation to Bid	8
Section	II. Instructions to Bidders	11
1.	Scope of Bid	12
2.	Funding Information	12
3.	Bidding Requirements	12
4.	Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	12
5.	Eligible Bidders	13
6.	Origin of Associated Goods	13
7.	Subcontracts	13
8.	Pre-Bid Conference	13
9.	Clarification and Amendment of Bidding Documents	13
10.	Documents Comprising the Bid: Eligibility and Technical Components	14
11.	Documents Comprising the Bid: Financial Component	14
12.	Alternative Bids	14
13.	Bid Prices	15
14.	Bid and Payment Currencies	15
15.	Bid Security	15
16.	Sealing and Marking of Bids	15
17.	Deadline for Submission of Bids	15
18.	Opening and Preliminary Examination of Bids	15
19.	Detailed Evaluation and Comparison of Bids	16
20.	Post Qualification	16
21.	Signing of the Contract	16
Section	1 III. Bid Data Sheet	17
Section	IV. General Conditions of Contract	20
1.	Scope of Contract	21
2.	Sectional Completion of Works	21
3.	Possession of Site	21
4.	The Contractor's Obligations	21
5.	Performance Security	22
6.	Site Investigation Reports	22

7.	Warranty	
8.	Liability of the Contractor	22
9.	Termination for Other Causes	22
10.	Dayworks	23
11.	Program of Work	23
12.	Instructions, Inspections and Audits	23
13.	Advance Payment	23
14.	Progress Payments	23
15.	Operating and Maintenance Manuals	23
Section	V. Special Conditions of Contract	25
Section	VI. Specifications	27
Section	VII. Drawings	32
Section	VIII. Bill of Quantities	54
Section	IX. Checklist of Technical and Financial Documents	55

# 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 FURNISHING OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF STA LUCIA II PUMPING STATION

- The METROPOLITAN NAGA WATER DISTRICT (MNWD), through its approved Corporate Budget, intends to apply the sum of ONE MILLION TWO HUNDRED NINETEEN THOUSAND TWENTY-TWO PESOS AND 14/100 (₱ 1,219,022.14) being the Approved Budget for the Contract (ABC) to payments under the contract for FURNISHING OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF STA LUCIA II PUMPING STATION, PROJECT NO. INFRA 2024-002. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **MNWD** now invites bids for the Procurement Project. Completion of the Works is required **NINETY (90)** 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 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 **MNWD** and inspect the Bidding Documents at the address given below from 8:00 AM 12:00 NN AND 1:00 PM 5:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on **THURSDAY, MAY 9 TO MAY 28, 2024** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **FIVE THOUSAND PESOS** (₱ 5,000.00) only.
- 6. The MNWD will hold a Pre-Bid Conference on **MAY 16, 2024, 1:30 PM** at 2nd Floor, Conference Room, MNWD Building, 40 J. Miranda Avenue, Naga City, and/or through Zoom Video Conference which shall be open to prospective bidders.

For those who are interested to join the video conference, you are hereby advised to **SUBMIT YOUR LETTER OF INTENT ONE (1) DAY BEFORE** the scheduled prebid conference, indicating the e-mail address, wherein the Zoom Video Conference I.D. and password will be sent. Furthermore, only one (1) authorized representative for each prospective bidder is allowed to participate. Kindly send your letter to:

MR. JON LOUIE A. SANCHEZ BAC Chairperson Tel No.: (054) 473-7813 local 111; Fax No.: (054) 473-9288 E-mail address: <u>mnwdbac@yahoo.com</u>

- Bids must be duly received by the BAC Secretariat at the office below on or before MAY 28, 2024 at 12:00 NN. Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 9. Bid opening shall be on **MAY 28, 2024, 1:30 PM** at 2<sup>nd</sup> Floor, Conference Room, MNWD Building, 40 J. Miranda Avenue, Naga City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The **MNWD** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

#### JON LOUIE A. SANCHEZ

Administrative Services Department MNWD Compound, 40 J. Miranda Avenue, Naga City Tel No.: (054) 473-7813 local 111; Fax No.: (054) 473-9288 Email Address: <u>mnwdbac@yahoo.com</u> Website Address: <u>mnwd.gov.ph</u>

12. You may visit the following website/s:

For downloading of bidding documents and forms, please visit the <u>Philippine</u> <u>Government Electronic Procurement System (PhilGEPS) website</u> or <u>Government</u> <u>Procurement Policy Board (GPPB) website</u>.

May 9, 2024

**JON LOUIE A. SANCHEZ** BAC Chairperson Bids and Awards Committee

# 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, **METROPOLITAN NAGA WATER DISTRICT (MNWD)** invites Bids for the **FURNISHING OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF STA LUCIA II PUMPING STATION,** with Project Identification Number INFRA 2024-002.

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 2023 in the amount of **ONE MILLION TWO HUNDRED NINETEEN THOUSAND TWENTY-TWO PESOS AND 14/100 (₱ 1,219,022.14).**
- 2.2. The source of funding is GOCC and GFIs, the proposed Corporate Operating Budget.

## **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

#### 4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

# 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## 6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

#### 7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that **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 at 2<sup>nd</sup> Floor, Conference Room, MNWD Building, 40 J. Miranda Avenue, Naga City, and/or through videoconference, 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 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 One Hundred Twenty (120) calendar days after the Bid Opening. 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 (1) original copy and three (3) additional hard copies of the first and second components of its Bid.

#### 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**.

# 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**

r	Diu Data Silet		
ITB Clause			
5.2	<ul> <li>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</li> <li>a. PUMPING STATION / BUILDING CONSTRUCTION</li> <li>b. Completed within TWO (2) YEARS prior to the deadline for the submission and receipt of bids.</li> <li>c. Per MNWD BAC Resolution No. 18, Series of 2020, the bidder shall submit a <i>Constructors Performance Evaluation System (CPES) Rating Sheet, or any equivalent document in case of contracts with private sector, with at least satisfactory rating, corresponding to the submitted SLCC. This is in addition to the Notice of Award and/ or Notice to Proceed and Certificate of Completion and Final Acceptance issued by the owner.</i></li> </ul>		
7.1	Subcontracting is not allowed.		
10.3	Valid PCAB License:		
	a. Size Range: Small B		
	b. License Category C / D		
10.4	The Bidder must submit the requirements which shows that all key personnel must meet the required minimum years of experience set below:         a.) Organizational chart for the contract to be bid         b.) List of contractor's personnel (viz, 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.) Contractor's Letter Certificate to Procuring Entity; and         d.) Bidders with a pending project with MNWD showing a slippage of more than 10% at the time of posting of Invitation to Bid shall not be allowed to bid. Bidders shall secure a certification from MNWD, including bidders without on-going projects.         Key Personnel       Relevant Experience         1 – Project Engineer       3 years         1 – Foreman       3 years         1 – Safety Officer       1 year		
10.5	The minimum major equipment requirements are the following:EquipmentNumber of Units1.) One Bagger Concrete Mixer12.) Concrete Vibrator13.) Elf Truck14.) Welding Machine15.) Oxygen / Acetylene Cutting Outfit / Equipment16.) Grinder17.) Hand Drill18.) Plate Compactor19.) Generator Set1		

	The Bidder must submit List of Contractor's major equipment units, which are owned, leased, and / or under purchase, supported by proof of ownership, <b>Certificate of Availability of Equipment</b> from the equipment lessor / vendor / owner for the duration of the project; as the case may be, which must meet the minimum requirements for the contract set in BDS.
12	No further instruction.
15.1	<ul> <li>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</li> <li>a. The amount of not less than TWENTY-FOUR THOUSAND THREE HUNDRED EIGHTY PESOS AND 44/100 (₱ 24,380.44) only [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than SIXTY THOUSAND NINE HUNDRED</li> </ul>
	<b>FIFTY-ONE PESOS AND 11/100 (₱ 60,951.11)</b> only [5% of ABC] if bid security is in Surety Bond.
19.2	Partial bid is not allowed. The infrastructure project is packaged as a single lot and the lot shall not be divided into subs-lots for the purpose of bidding, evaluation and contract award.
20	Only tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted.NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.
21	Additional contract documents required by MNWD: Construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, and PERT/CPM.

# 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 R.A. 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	The Intended Completion Date is NINETY (90) CALENDAR DAYS		
	after issuance of NOTICE TO PROCEED.		
4.1	The Site is located at the City of Naga.		
6	The site investigation reports are: Affidavit of Site Inspection.		
7.2	Warranty against structural defects / failures: Fifteen (15) Years		
10	No dayworks are applicable to the contract.		
11.1	Not applicable		
11.2	Not applicable		
13	The amount of the advance payment shall not exceed 15% of the Total		
	Contract Price.		
14	Materials and equipment delivered on the site but not completely put in		
	place will not be included for payment.		
15.1	The date by which "as built" drawings are required is upon completion of		
	on-site works.		
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 10% of		
	the Total Contract Price.		

# Section VI. Specifications

This set of specifications shall govern the methods of construction and the kinds of materials to be used for the **Proposed Construction of Sta Lucia II Pumping Station** shown in the plans and detail drawings.

The plans, detail drawings and these specifications shall be considered as complementing each other. So that what is mentioned or shown in one, although not mentioned or shown in the other, shall be considered as appearing on both. In case of conflict between the two, the same should be referred to the Designing Engineer for resolution.

#### GENERAL CONDITIONS

All parts of the construction shall be furnished with first class workmanship to the fullest talent and meaning of the plans and these specifications, and to the entire satisfaction of the Engineer-in-charge and the Owner.

The construction shall conform to all the requirements of the National Building Code as well as the local rules and regulations of the Municipality of Magarao, Camarines Sur, Philippines.

All materials to be used herein shall be of high quality and premium brands, and shall be inspected and approved by the in-charge Engineer before using and installation.

#### SECTION 1: EARTHWORK

1.1 Scope of Work

The work shall include the furnishing of all labor, tools, materials and other facilities for the satisfactory performance to complete all earthworks as shown on the drawing or as specified herein.

1.2 Clearing the Site

The building shall be leveled according to the plans and cleared of rubbish, roots and other perishable and objectionable matters to a suitable sub grade.

All such unsuitable materials shall be removed from the building site and spread uniformly over the areas adjacent to the proposed building, or otherwise disposed of as may be directed by the Engineer-in-charge of the construction.

1.3 Staking out the Building Lines

The building lines shall be staked out, and all lines and grades shown in the drawings established before any excavation is started. Batter boards and reference mark shall be erected such places where they will not be disturbed during the excavation of the building.

- 1.4 Excavation
  - 1.4.1 All excavations shall be made to grade indicated in the drawings. Where the building site is covered with any kind of fill, the excavation for footing should be made deeper until the stratum for safe bearing capacity of the soil is reached.

Whenever water is encountered in the excavation process, it shall be removed by bailing or pumping, care being taken that the surrounding soil particles are not disturbed or removed.

- 1.4.2 The materials to be excavated include any rocks, earths and other materials of every nature and description, encountered in obtaining lines and grades, which, in the Engineers opinion, can be loosened, removed by hand with tools or with power shovels. Assume that all excavations to indicated lines and grades be done by the aforementioned means.
- 1.4.3 Footings shall not be placed on fill.
- 1.4.4 Shoring, bracing and sheeting as required for safety, or necessary to support adjoining wall, soil, streets, building fences, etc. shall be provided.
- 1.4.5 No pouring of concrete shall be done unless bearing surface has been approved by the Engineer-in-charge to proceed.
- 1.5 Filling and Grading

After concrete for foundation is hard enough to withstand pressure resulting from fills, the materials removed from excavation shall be used for backfill around them. When backfill material is not enough, it shall be sourced from outside but of good quality.

#### SECTION 2: CONCRETE AND MASONRY WORKS

2.1 Scope of Work

Furnish all materials, tools and perform all works necessary to complete all plans, drawings and as specified herein.

All concrete works shall be mixed thoroughly until there is uniform distribution of the cement and aggregates, and should be deposited as nearly as practicable in its final position, care being taken to avoid segregation of the aggregates.

Water to be used for mixing shall be clean and free from injurious amount of oil, alkalis, salt and other organic materials.

Prior notice to the in-charge Engineer shall be given before any concreting works shall be done for approval.

#### 2.2 Concrete Materials

#### 2.2.1 Pozzolan Cement

Shall conform to the requirements of the standard specifications and test for pozzolan cement of the American Society for testing materials.

2.2.2 Portland Cement

ASTM 150 type 1 for Normal Portland Cement, unless the Engineer approves as change.

2.2.3 Fine Aggregate

Fine aggregate to be used in the composition of concrete, mortar, plaster shall consist of sand, stone screenings or other inert materials with similar characteristics or a combination thereof having clean, hard, strong, durable, uncoated grains, and free from injurious amount of dust, lumps, soft, or flaky particles, shale, alkali, organic matter, ham or clay.

2.2.4 Coarse Aggregate

Coarse aggregate shall consist of crushed stones, gravel or other approved inert materials with similar characteristics as the fine aggregate.

Coarse aggregate shall well graded as to maximum size of 19mm in diameter.

2.2.5 Metal Reinforcements

Steel bars for concrete reinforcements shall conform to the standard specifications.

#### 2.3 Concrete Proportions

- 2.3.1 Class "A" concrete shall consist of one (1) part cement to a total of six (6) parts of fine and coarse aggregates measured separately. Class "A" shall be used for all columns, beams, slabs, girders, foundations, concrete pavement and footwalk.
- 2.3.2 Class "B" concrete shall consist of one (1) part cement to a total of seven (7) parts of fine and coarse aggregates measured separately. Class "B" concrete shall be used for all fillers and flooring resting on fill.

#### 2.4 Depositing Concrete

2.4.1 Before pouring of concrete, debris shall be removed from space to be occupied by the concrete and forms shall be thoroughly wet.

- 2.4.2 Concrete shall be deposited continuously and as rapid as possible until the whole operation is completed.
- 2.4.3 During concrete pouring, it shall be thoroughly spaded and compacted by means of a rod. For those columns and inaccessible height where spading or compacting is not practical, the concrete shall be assisted into place by means of a vibrator or by hammering/shaking of forms outside the newly poured concrete. However, care should be taken so as not to misalign the vertical and horizontal position of forms.
- 2.4.4 Water shall be removed from excavated portion before concrete is poured. Any continuous flow of water into the excavated portion shall be directed to side drains and pumped/removed out from where the concrete shall be poured.

#### 2.5 Forms

- 2.5.1 All of the forms for concrete shall be properly braced or tied together so as to maintain the correct position and shape of the concrete members. Form shall be constructed sufficiently tight to prevent bulging and seepage of water.
- 2.5.2 Forms shall conform to the shape, lines and dimensions of the finished concrete as called for on the plans.
- 2.5.3 Provide temporary opening where necessary to facilitate cleaning and inspection immediately before depositing of concrete.
- 2.5.4 All form materials are subject to approval before construction.
- 2.5.5 Side forms of footings may be omitted and concrete placed against the next excavation only when approved by the Engineer and when appropriate credit is allowed.
- 2.5.6 Do not remove shoring without approval and under no circumstances, until the member's required sufficient strength to support their weight and the load thereon. Form shall remain in place for a minimum time as follows:

Columns	after 3 days
Beams and Slabs	side forms after 3 days
	bottom forms after 28 days

- 2.6 Concrete Slab Floors on Fill
  - 2.6.1 Concrete slabs on fill shall be poured on a bed of gravel not less than 100mm thick. Each concrete slab course to be poured shall not more than 1.00m wide and each course shall be poured alternately to the indicated floor finish.

- 2.7 Concrete Hollow Blocks
  - 2.7.1 Exterior Walls and Firewalls

All exterior walls and firewalls shall be 150mm thick concrete hollow blocks with plain cement plaster finish smooth from footing tie beam to roof line level.

2.7.2 Interior Walls

All interior walls shall be 100mm thick concrete hollow blocks with plain cement plaster finish smooth.

2.7.3 CHB Reinforcements

For 150mm thick CHB it shall be 12mm diameter RSB and for 100mm thick CHB it shall be 10mm diameter RSB. Vertical and horizontal bars spaced at every 0.60m o. c. and at every three (3) layers of CHB, respectively.

2.7.4 Visual Inspection

All walls shall be sound and free from cracks or other defects and imperfections.

2.8 Wall Furnishing

All shall be plain cement plaster finished smoothed, unless otherwise indicated.

2.9 Curing and Protection

General:

Protect all concrete works from drying out after the removal of forms. Wet concrete as often as required throughout each day for a period of at least seven (7) days where normal portland cement type I is used.

- 2.11.1 When the footing level is below water table, a standby water pump must be provided for dewatering.
- 2.11.2 Coordination

The concrete work shall be coordinated with the works of other trades to allow reasonable time to set sleeves, inserts and other accessories which must be in position.

#### SECTION 3: STEEL REINFORCING BARS

- 3.1 All steel reinforcing bars to be used in the Construction shall consist of round deformed bars with lugs or projections on their sides to provide a greater bond between the concrete and the steel. All steel reinforcing bars to be used shall be approved quality, fy – 276mpa.
- 3.2 All steel reinforcing bars shall be accurately placed and secured against displacement by tying them together at each bar intersection with gauge no. 16 G. I. wire.
- 3.3 No steel reinforcement shall be installed in place unless it is free from rust, scale or any other coating that will destroy or reduce the bond with concrete, reinforcement shall be re-inspected and cleansed.
- 3.4 Reinforcement shall be carefully formed to the dimensions in the plan or called for by the plan.
- 3.5 Splices of tensile reinforcements at joints of maximum stresses will be allowed only when expressly authorized by the Engineer-in-charge. Splices where permitted shall provide sufficient overlap of not less than 40 times the diameter for the deformed bars.

#### SECTION 4: ROOFING AND ROOFING ACCESSORIES

- 4.1 0.50mm.THK Pre-Painted Long Span G.I. Roofing Complete, and G. I. Flashings.
- 4.2 All rivets and tekscrews shall be placed on the top of corrugation to prevent the water gather around the rivets or tekscrews.
- 4.3 Provide 10mm thick Roof Insulation (Double Sided) on 12 mmØ welded wire mesh.
- 4.4 Downspouts shall be 75mm diameter Sanimold uPVC Pipe with elbows.

#### SECTION 5: ALUMINUM FIXED AND AWNING TYPE WINDOW

Aluminum fixed and awning type window to be used in this project shall conform to the size and designs shown in the detail drawings or schedule of steel windows.

5.1 Work Included

The work executed under this item shall include fabricating, furnishing and delivery of all materials and other facilities necessary to complete all aluminum sliding type windows as shown in the plans and as specific hereunder.

5.2 Construction

Frame and corners shall be mitered to ensure correct alignment electrically welded and forged with exposed surface ground smooth.

5.3 Adjustment

After setting and before glazing, all vents shall be carefully adjusted to insure proper alignment and continuous weathering contacts.

5.4 Glass

All windows shall be provided with 1/4"thk. clear glass with Aluminum glass clip.

#### SECTION 6: DOORS AND FRAMES

Doors and door frames shall conform to the thickness, sizes and designs and kind of materials shown in the details of doors and schedule of doors.

#### SECTION 7: ELECTRICAL WORKS

7.1 Scope of Work

The contractor shall furnish all labor, tools and materials for construction and installation at the work site of all electrical conduit, wiring, lighting and appurtenances as shown and specified.

- 7.2 Codes and Standards
  - 7.2.1 All materials shall conform to the latest revision of the following: 7.2.1.1 Philippine Electrical Code
    - 7.2.1.2 National Electrical Manufacturer's Association (NEMA)

7.2.1.3 Underwriter's Laboratory (UL)

- 7.2.2 In addition, all electrical materials, design construction and installation thereof, shall comply with all applicable provisions of local codes and regulations.
- 7.2.3 Where the drawings or those specifications require higher degree of workmanship or better quality of material than implied by the above codes and standard, and then these drawings and specifications shall prevail.

#### SECTION 8: CEILING

8.1 Scope of Work

The contractor shall provide all materials, tools and labor necessary for the completion of ceiling works its exterior eaves and fascia boards.

- 8.2 Materials
  - a. Interior Ceiling Ceiling joists shall be 0.40mm Thk. Double Furrying on 0.80mm Thk. Carry channel spaced at 0.60ft. and 1.2ft. respectively, and with 12mm thick Gypsum board as ceiling boards. Provide compression post and wire as hangers and 1/4 thk Fascia Board at the side of drop ceiling as light stopper.

#### SECTION 9: PAINTING

9.1 Scope of Work

The work shall include furnishing of labor, tools and materials necessary for painting of the following:

10.1.1 Exterior Wall, Interior Wall, Ceiling, Flooring and Roofing

9.2 Preparation of Surfaces and Application

Before application, all surfaces shall be of cleaned off dust, oil, grease and other foreign materials and allowed to dry. For new concrete, neutralizer should be applied first. No coat or paint shall be applied on either wet or damp surfaces and no second coat applied unless preceding coat is hard and dry. All paint shall be thoroughly spread out.

9.3 Materials

The materials to be used shall be of high quality and premium brands. All materials shall be delivered to the worksite in their original containers. All painting materials shall be inspected and be approved by the Engineer-in-charge before application.

9.3.1	Cement	<ul> <li>Flat latex</li> <li>Gloss latex</li> </ul>	<ul> <li>first coat</li> <li>second and final coat</li> </ul>
	Steel	- Primer - QDE, Aluminum	<ul> <li>first coat</li> <li>second and final coat</li> </ul>

#### SECTION 10: CONSTRUCTION SAFETY AND HEALTH PROGRAM

#### 10.1: PERSONAL PROTECTIVE EQUIPMENT AND DEVICES

General Provision: Every contractor as defined:

a. Shall at his own expense furnish his workers with protective equipment for the eyes, face, hands, head and feet, protective shields and barriers whenever necessary by reason of the hazardous nature of the process or environment, chemical or radiological or other mechanical irritants or hazards capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

10.2: All personal protective equipment shall be of the approved design and construction appropriate for the exposure and the work to be performed.

- 10.3: The contractor shall be responsible for the adequacy and proper maintenance of personal protective equipment used in his workplace.
- 10.4: No person shall be subjected or exposed to a hazardous environmental condition without protection.

#### SECTION 11: AS-BUILT PLAN & CONSTRUCTION LOGBOOK

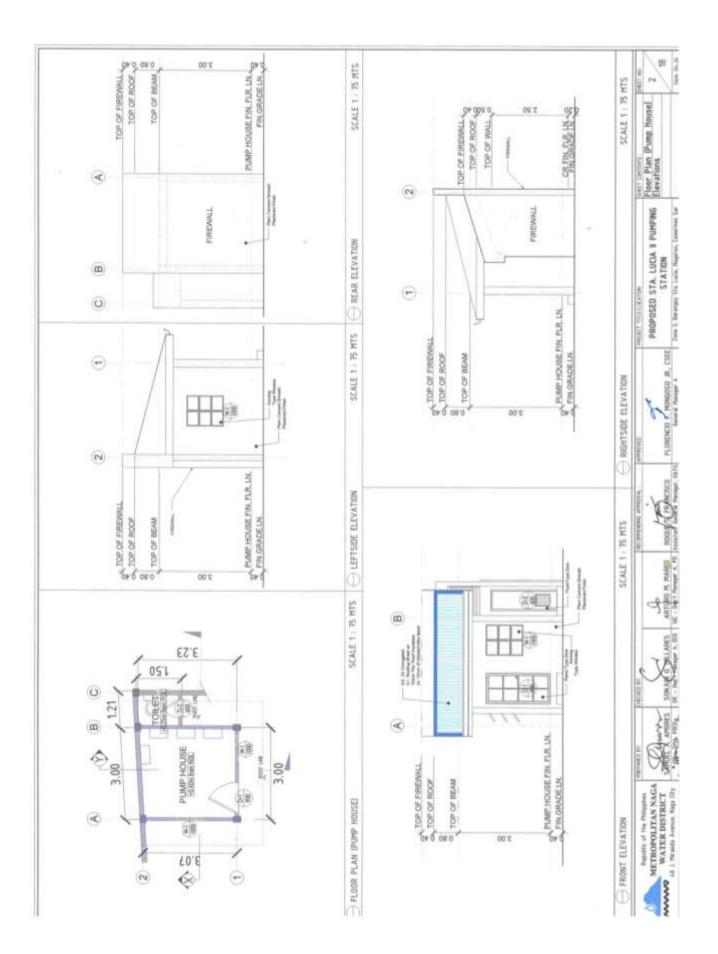
- 11.1 "As-built" Plan shall be entirely a new set of drawings (A3 size) accurately showing every part of the structures as actually built to be prepared by the contractor and submitted to implementing office. All notes, dimensions, and other pertinent construction details shall correspond to the actual completed works. It shall be reviewed and signed by the Project Engineer and Division Head and approved by the General Manager.
- 11.2 "As-built" Plan shall be submitted by the contractor within 10 days upon completion of the project.
- 11.3 The contractor shall submit three (3) sets of "As-built" plan, electronic file of the "As-built" plan and duly filled-up construction logbook.
- 11.4 No Certificate of Completion and Final Acceptance shall be issued to the contractor unless the "As-Built" plan has been approved.

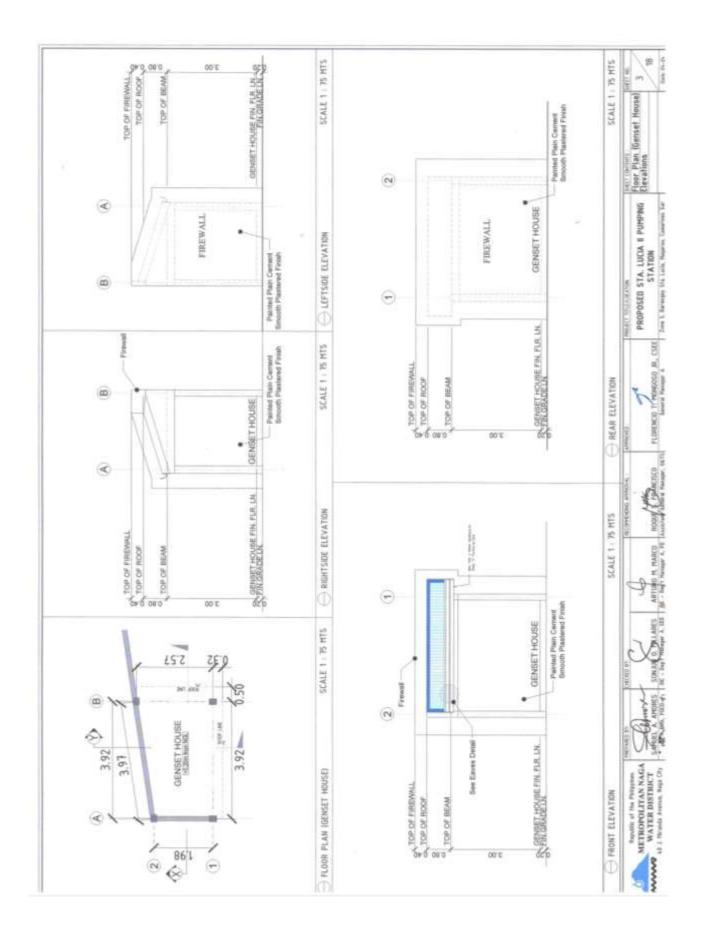
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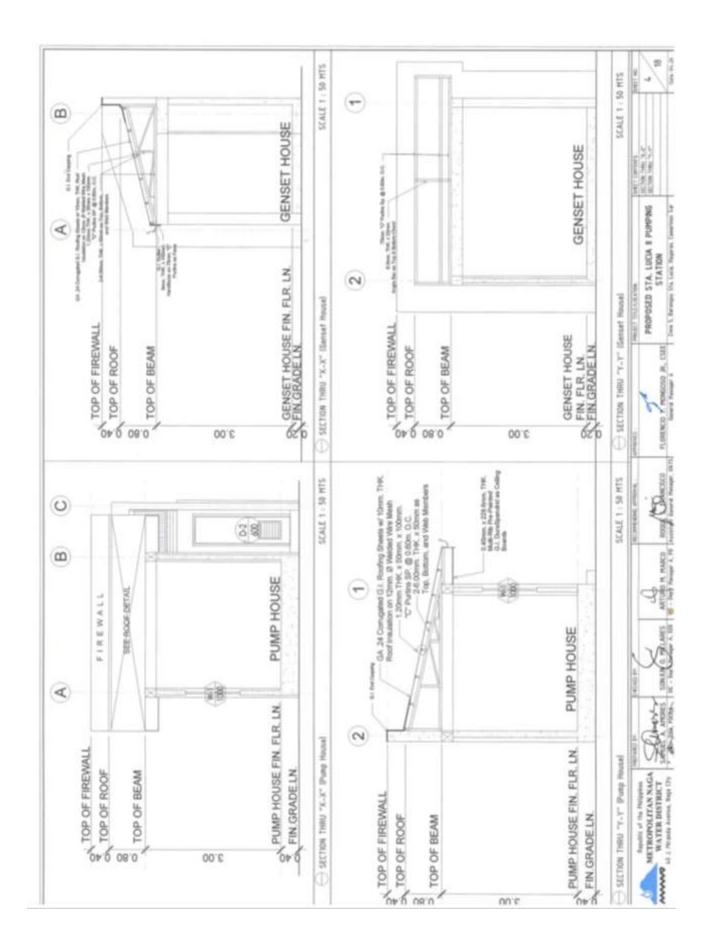
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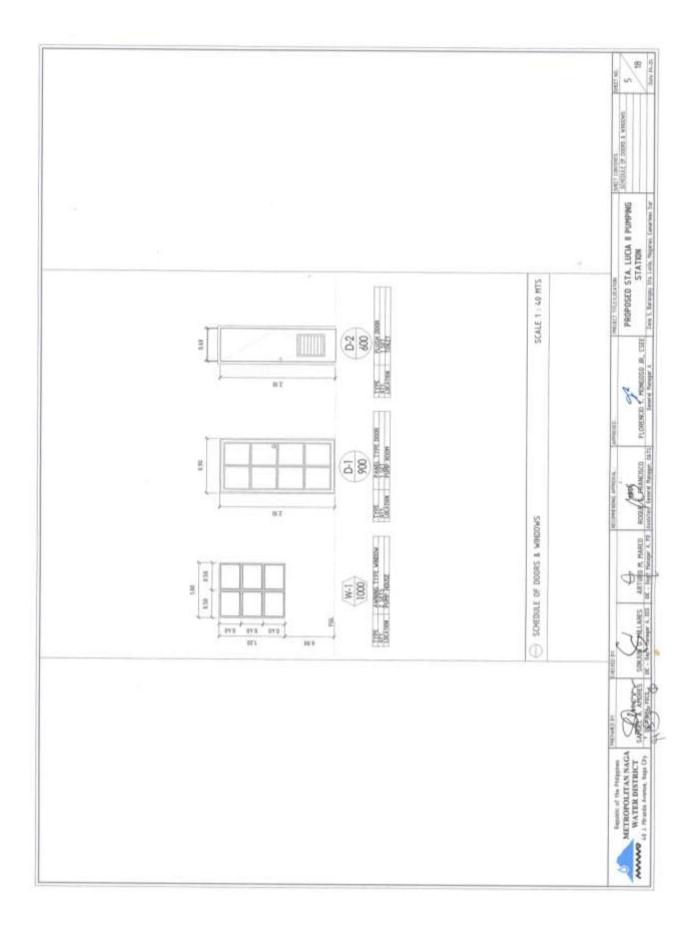
Section VII. Drawings

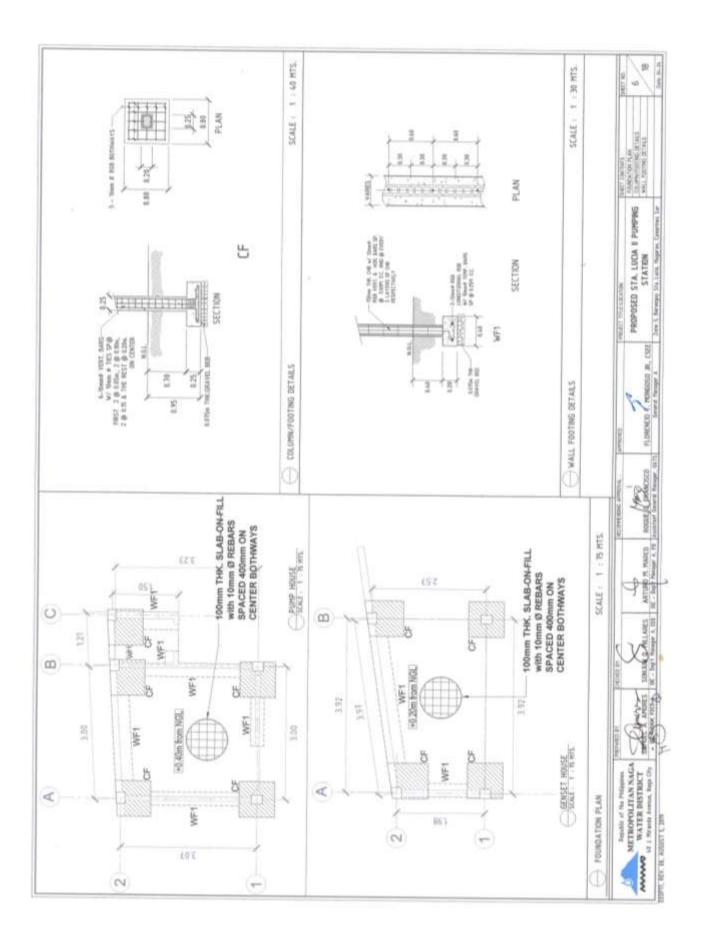


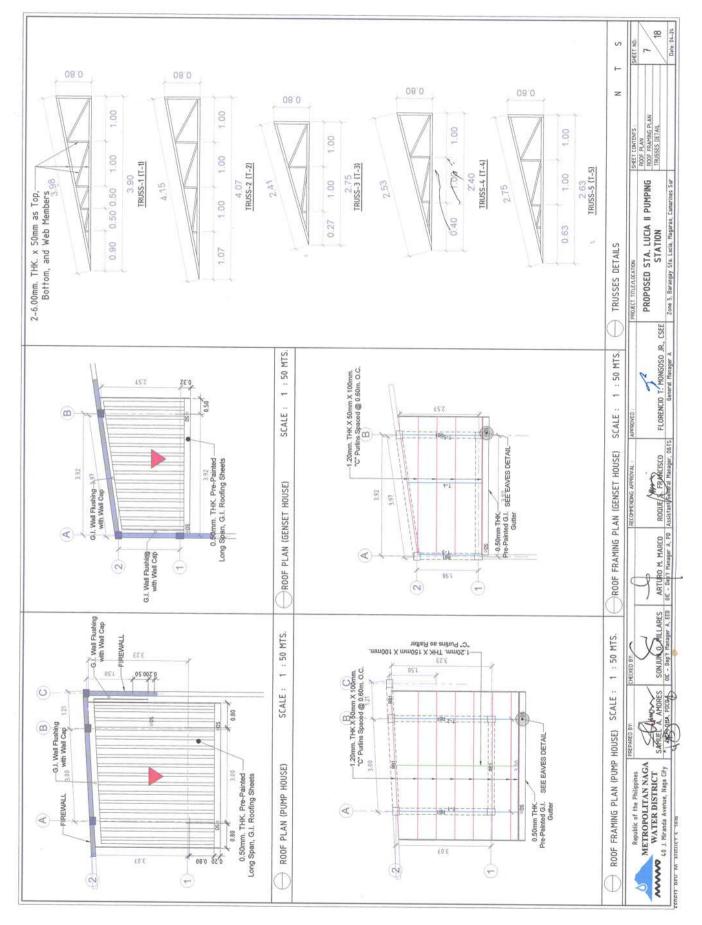


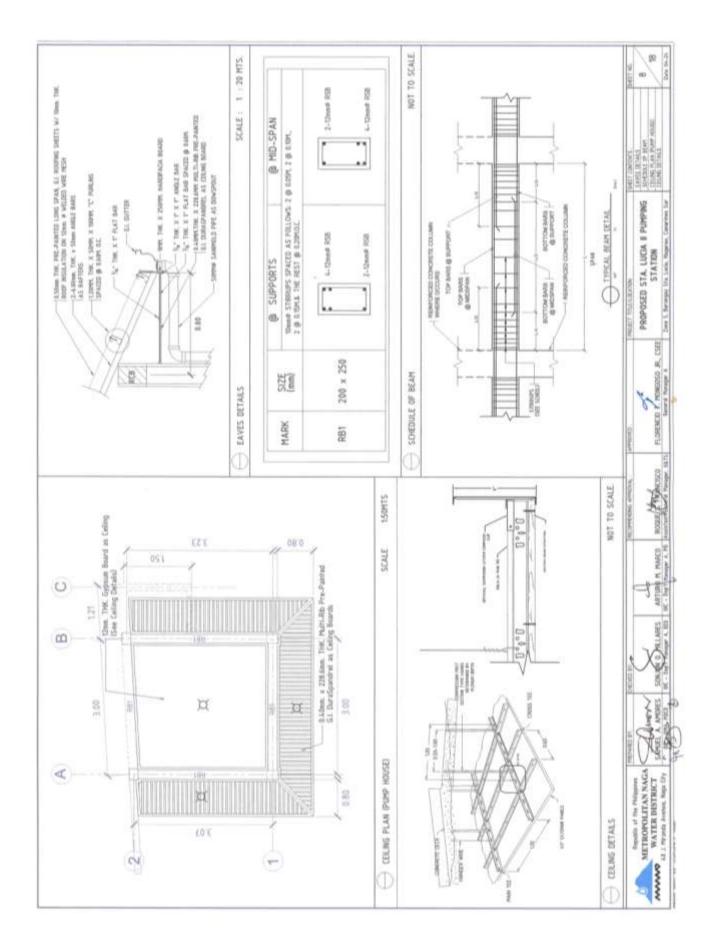


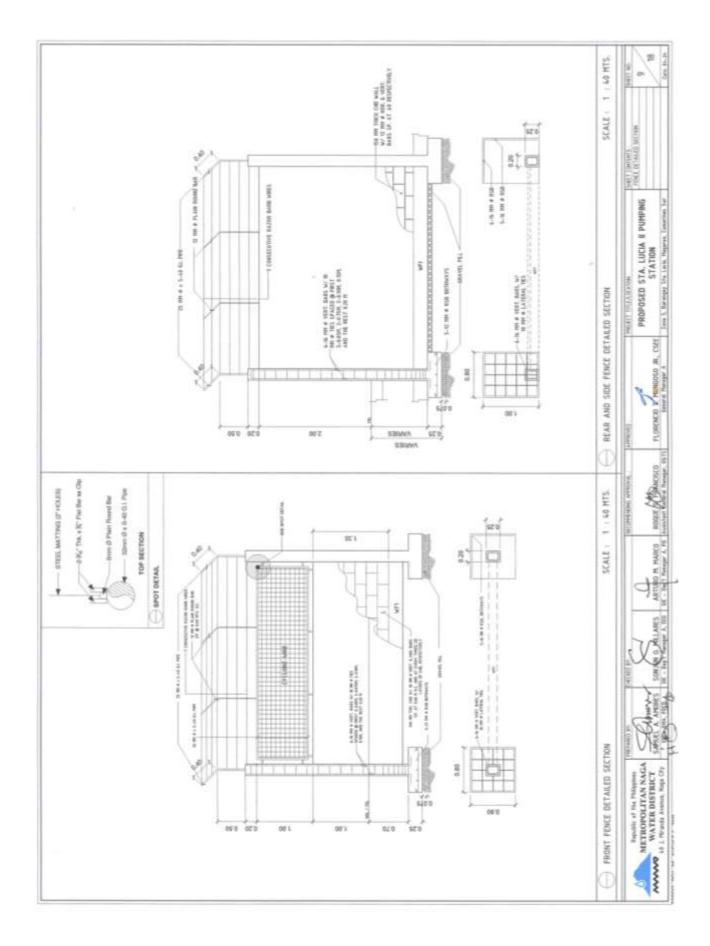


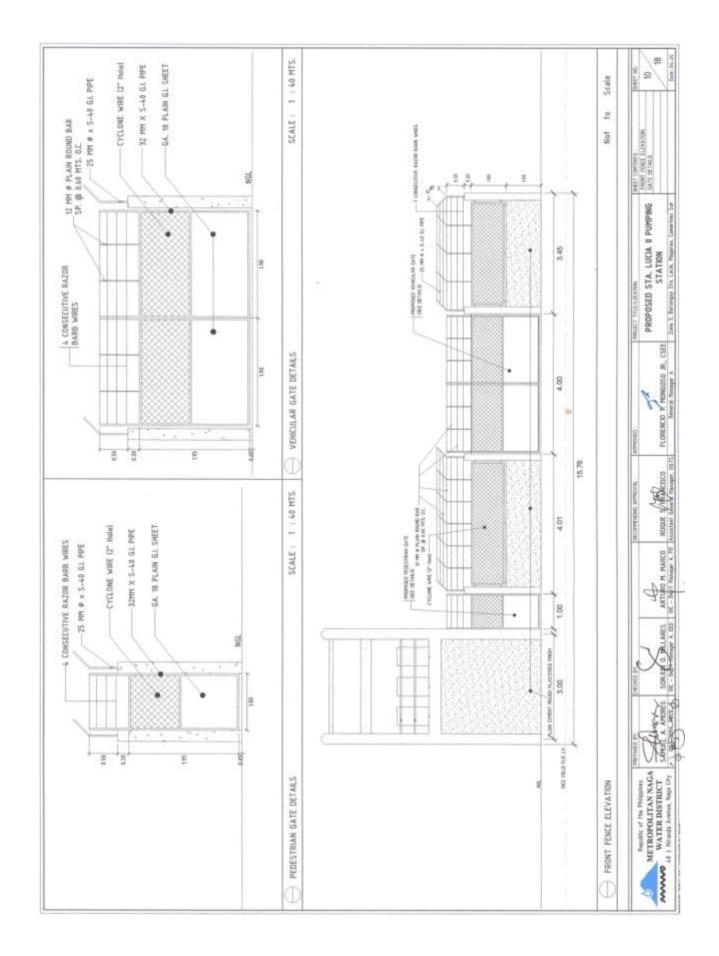


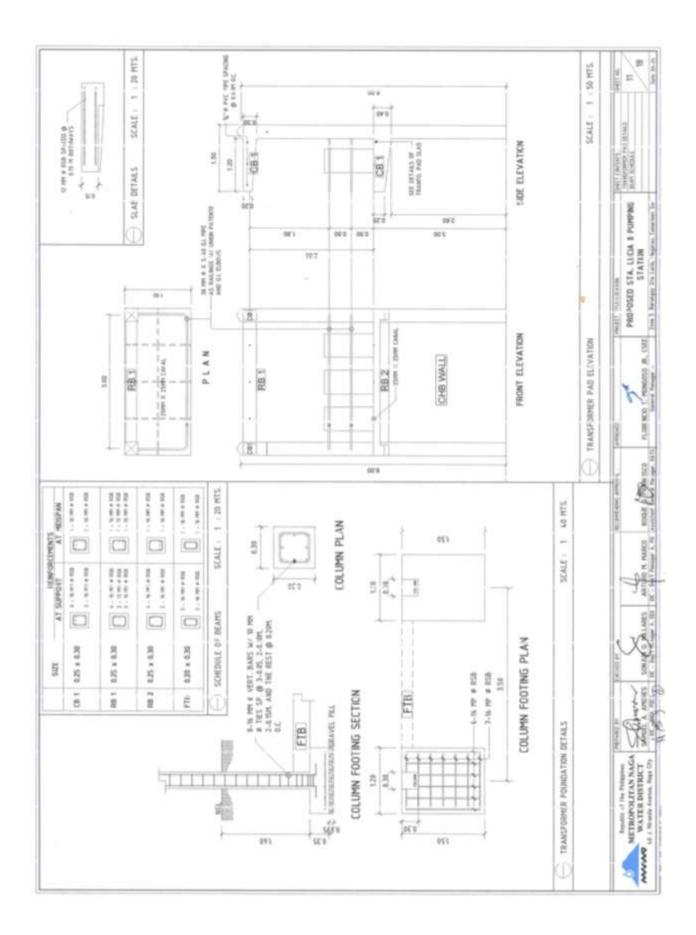


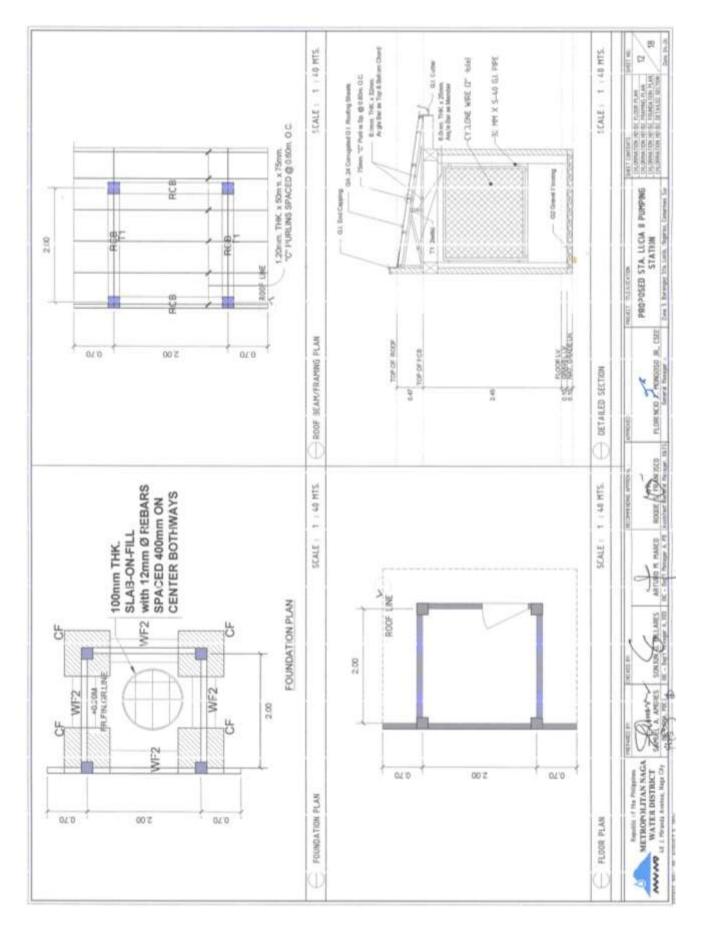


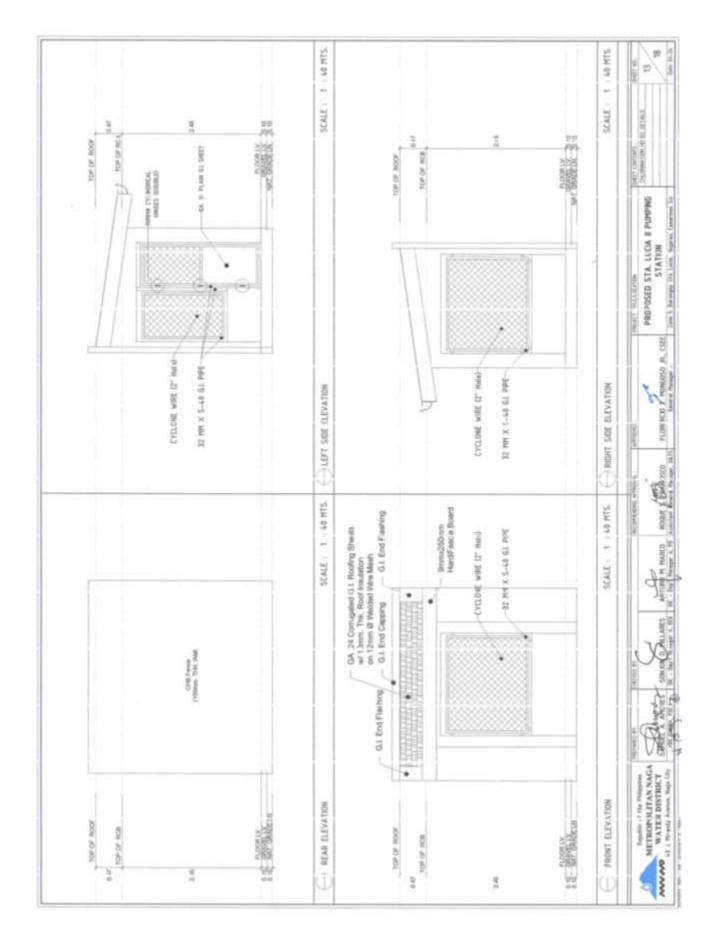


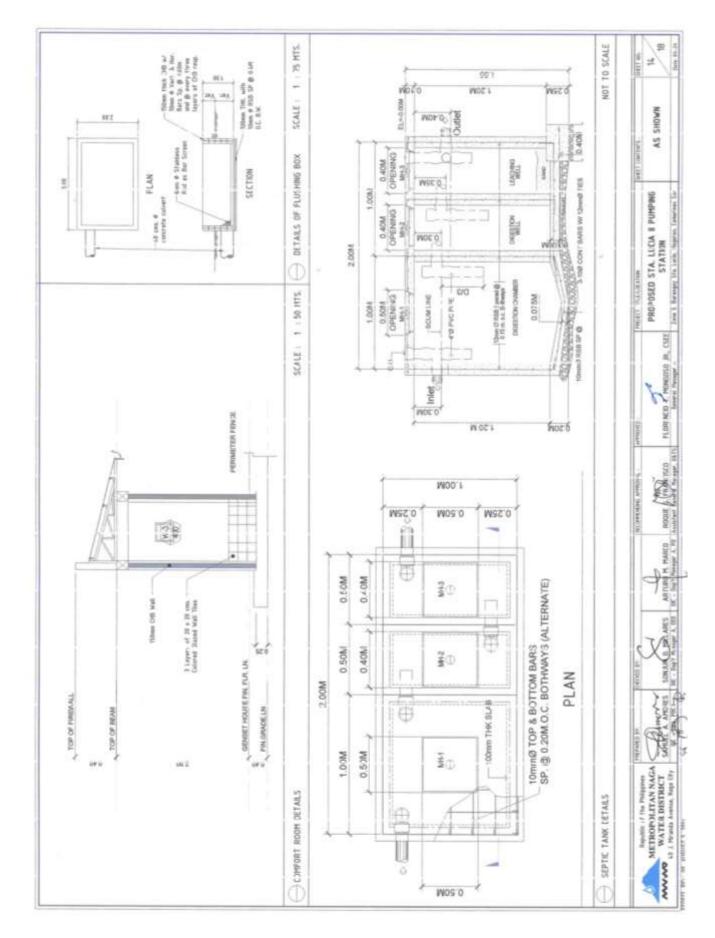


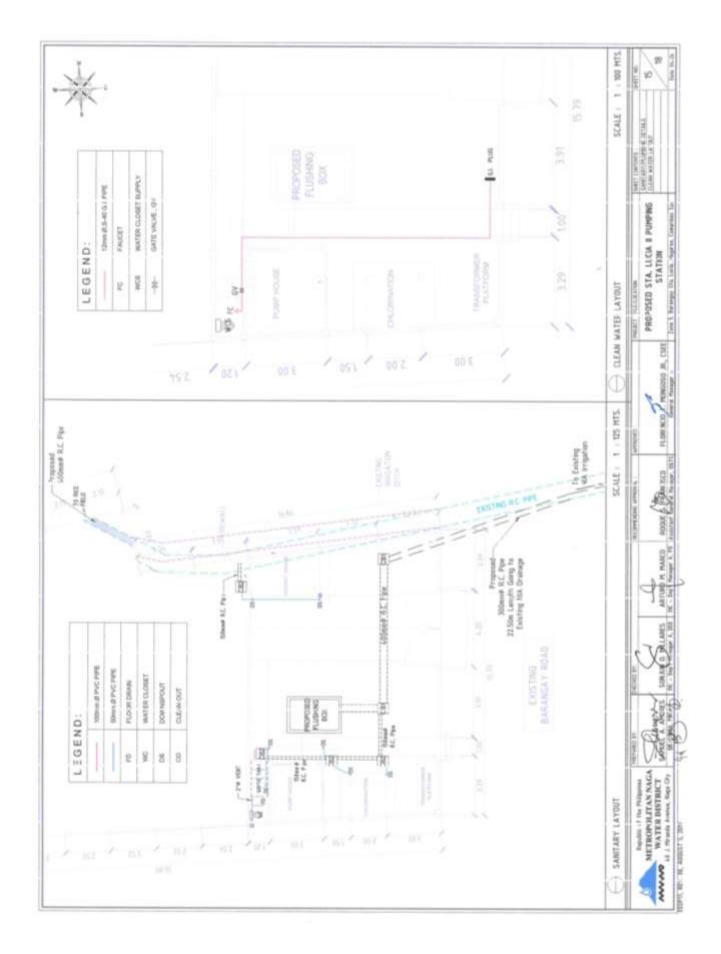


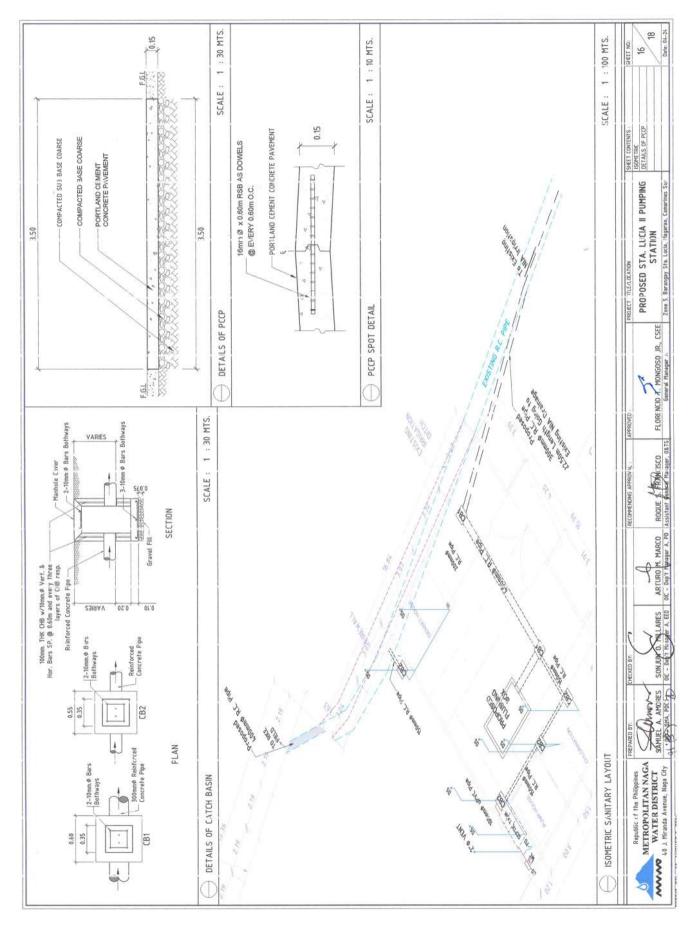


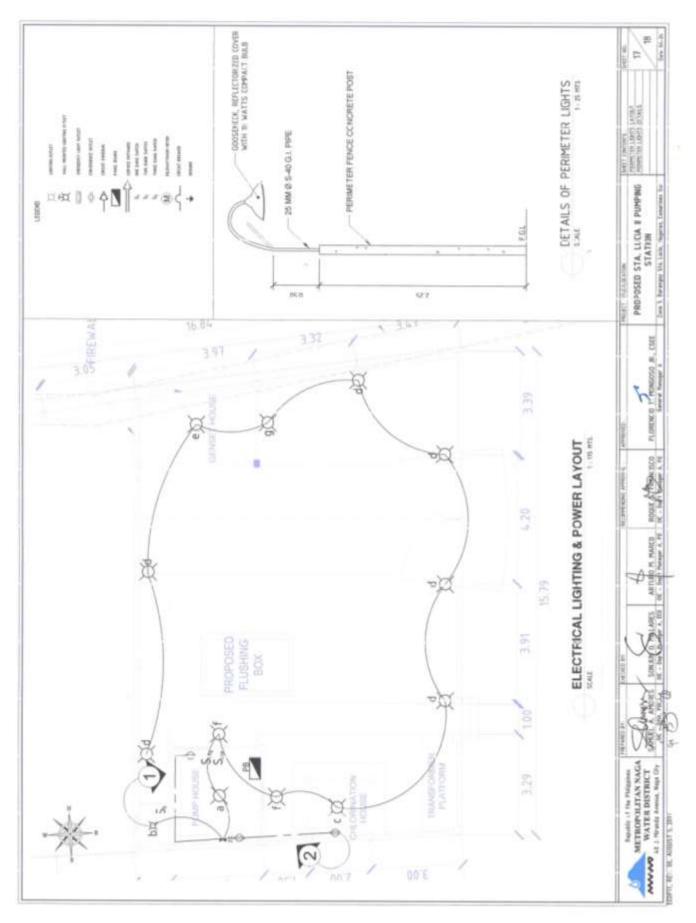


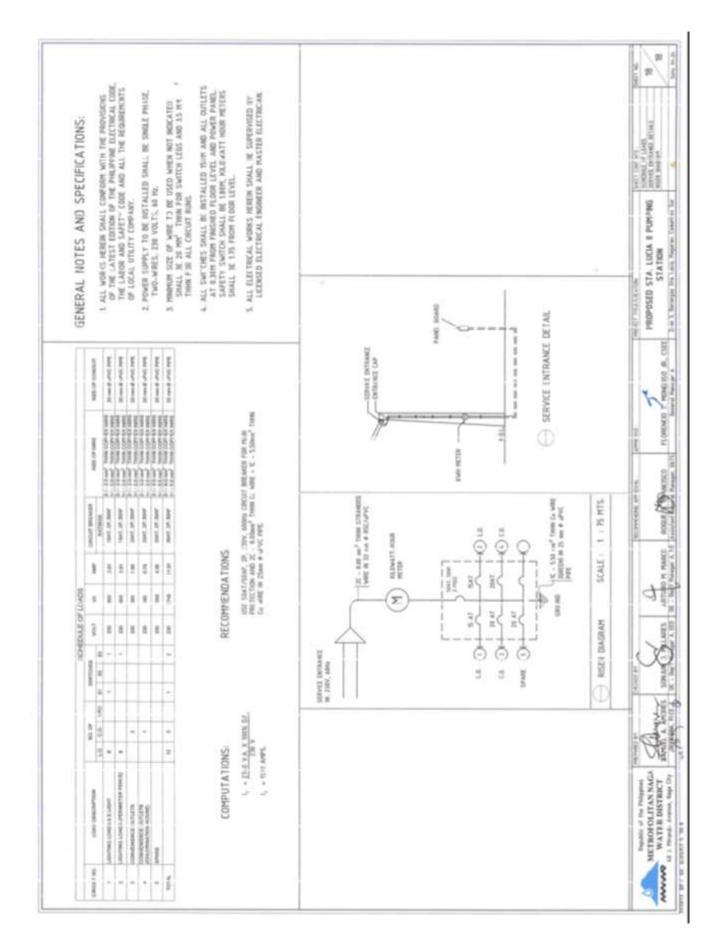












## Section VIII. Bill of Quantities

Date

#### PROJECT: FURNISHING OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF STA LUCIA II PUMPING STATION <u>Project Reference Number: INFRA 2024-002</u>

ITEM NO.	DESCRIPTION	Qty.	Unit	Unit Price	Total
1	FURNISHING OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF STA LUCIA II PUMPING STATION				
	WORK INCLUDES:				
	I. Excavation Works	56.00	m³		
	II. Fill-Up and Compaction	15.00	m³		
	III. Forms and Scaffolding	1.00	Lot		
	IV. Portland Cement Concrete Pavement	8.00	m³		
	V. Perimeter Fence and Gates	1.00	Lot		
	VI. Transformer Platform	1.00	Lot		
	VII. Flushing Box and Drainage	1.00	Lot		
	VIII. Pump House and Genset House				
	1. Concrete and Masonry Works	1.00	Lot		
	2. Roof and Roof Framing Works	1.00	Lot		
	3. Ceiling Works	28.00	m²		
	4. Doors and Windows	1.00	Lot		
	IX. Comfort Room	1.00	Lot		
	X. Chlorination House	1.00	Lot		
	XI. Painting Works	1.00	Lot		
	XII. Electrical Works	1.00	Lot		
	XIII. Personal Protective Equipment (PPE)	1.00	Lot		
	XIV. Provision of Billboard	1.00	sets		
		Total Project Cost			

Submitted by:

Signature over Printed Name

Official Designation

Company Name

Date

Note:

This will form part of our bid proposal, hence, our Company undertakes to provide all of them as part of the contract without additional cost.

# 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;

Item (g) Statement of the Bidder's Single Largest Completed Contract (SLCC) shall be supported by the following:

- a. Notice of Award and / or Notice to Proceed;
- b. Certificate of Final Acceptance and Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory, in case of contracts with private sector an equivalent document shall be submitted.

#### and

(f)

(d) Philippine Contractors Accreditation Board (PCAB) License; <u>or</u>

> 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** 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. Contractor's Letter Certificate to Procuring Entity;
- d. MNWD Certification issued for bidders without pending project with slippage of more than 10% at the time of posting of Invitation to Bid;
- e. 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;

- f. Certificate of Availability of Equipment; 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

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(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) Original of duly signed Bid Prices in the Bill of Quantities; and
- (1) 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; **and**
- (m) Cash Flow by Quarter.

