



Republic of the Philippines
Isabela State University
Cauayan Campus
San Fermin, Cauayan City, Isabela

PHILIPPINE BIDDING DOCUMENTS FOR INFRASTRUCTURE PROJECTS

Construction of Hangar

Government of the Republic of the Philippines

Sixth Edition
July 2020

Preface

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

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

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

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

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

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

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

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms	5
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.....	12
6. Origin of Associated Goods	13
7. Subcontracts	13
8. Pre-Bid Conference.....	13
9. Clarification and Amendment of Bidding Documents	14
10. Documents Comprising the Bid: Eligibility and Technical Components	14
11. Documents Comprising the Bid: Financial Component	14
12. Alternative Bids	15
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	16
18. Opening and Preliminary Examination of Bids	16
19. Detailed Evaluation and Comparison of Bids.....	16
20. Post Qualification.....	16
21. Signing of the Contract	17
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract.....	21
1. Scope of Contract.....	22
2. Sectional Completion of Works	22
3. Possession of Site.....	22
4. The Contractor's Obligations.....	22
5. Performance Security	23
6. Site Investigation Reports	23

7.	Warranty.....	23
8.	Liability of the Contractor.....	23
9.	Termination for Other Causes.....	23
10.	Dayworks.....	24
11.	Program of Work.....	24
12.	Instructions, Inspections and Audits.....	24
13.	Advance Payment.....	24
14.	Progress Payments.....	24
15.	Operating and Maintenance Manuals.....	24
	Section V. Special Conditions of Contract.....	26
	Section VI. Specifications.....	28
	Section VII. Drawings.....	29
	Section VIII. Bill of Quantities.....	35
	Section IX. Checklist of Technical and Financial Documents.....	39

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



Isabela State University
Cauayan Campus
San Fermin, Cauayan City, Isabela

INVITATION TO BID FOR
Construction of Hangar

1. The *Isabela State University-Cauayan Campus*, through the *SB 164* intends to apply the sum of *Two Million Five Hundred Thousand Thirty Seven Pesos and 91/100 (Php 2,500,037.91)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Construction of Hangar (ISU-CYN-2024-092)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Isabela State University-Cauayan Campus* now invites bids for the above Procurement Project. Completion of the Works is required *ninety (90) calendar days from the 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *Isabela State University-Cauayan Campus, Procurement Office/ the Bids and Awards Committee (BAC) through its Secretariat* and inspect the Bidding Documents at the address given below from *Monday to Friday, 8:00 A.M. to 5:00 P.M.*
5. A complete set of Bidding Documents may be acquired by interested bidders on *September 28, 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 Five Thousand Pesos Only (Php 5,000.00)*.

For payments thru bank, please see the attached bank details below:

Account Name: ISU CBAO
Account Number: 0062033843
Land Bank of the Philippines

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.

6. The *Isabela State University-Cauayan Campus* will hold a Pre-Bid Conference¹ on **October 7, 2024, 9:00 A.M.** at the **Procurement/BAC Office, 2/F Admin Building, ISU Cauayan Campus, San Fermin, Cauayan City, Isabela and/or through video conferencing or webcasting via Google Meet**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at **Isabela State University-Cauayan Campus, Procurement Office/ the Bids and Awards Committee (BAC) office, on or before October 21, 2024 at 9:00 A.M.**

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 **October 21, 2024 at 9:30 A.M at the Procurement/BAC Office, 2/F Admin Building, ISU Cauayan Campus, San Fermin, Cauayan City, Isabela.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

For the purpose of constituting a quorum, both the physical and virtual presence of the BAC members shall be considered pursuant to GPPB Resolution No. 09-2020.

10. The *Isabela State University-Cauayan Campus* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

SHAIRA ALTHEA VILLAIN A. PAYNOR
Campus Procurement Officer/Head, BAC Secretariat
Cabatuan Road, San Fermin, Cauayan City, Isabela
Email: procurement.isu,cauayan@isu.edu.ph
Mobile Number: 0998-555-4347
www.isucauayan.edu.ph

12. You may visit the following websites:
For downloading of Bidding Documents:

- PhilGEPS Website: <https://notices.philgeps.gov.ph/>
- Agency Website: <https://isucauayan.edu.ph/>

Issued this 28th day of September, 2024.

LOUIE RAY U. QUILANG, Ph.D.
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Isabela State University-Cauayan Campus* invites Bids for the *Construction of Hangar*, with Project Identification Number (ISU-CYN-2024-092).

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 **2024** in the amount of *Two Million Five Hundred Thousand Thirty Seven Pesos and 91/100 (Php 2,500,037.91)*.

2.2. The source of funding is **SB 164**.

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. Procuring Entity has prescribed that subcontracting is not allowed.
- 7.1. If Procuring Entity has determined that subcontracting is allowed during the bidding, the Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. If subcontracting is allowed during the contract implementation stage, the Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. **Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *Procurement/BAC Office, 2/F Admin Building, ISU Cauayan Campus, Cauayan City, Isabela* and/or through video conferencing or webcasting via Google Meet 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 special PCAB License in case of Joint Ventures, 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 within ***120 calendar days from the date of 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 ***three (3) hard copies*** of the first and second components of its Bid.

All copies must be properly compiled with ear tabs, properly sealed and marked.

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

Bid Data Sheet

ITB Clause																
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <ul style="list-style-type: none"> • <i>Construction of buildings</i> <p>This must be completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>															
7.1	Subcontracting is not allowed.															
10.3	<p>[Specify if another Contractor license or permit is required.] None.</p>															
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Civil engineer</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Electrician</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Foreman</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Civil engineer	3 years	3 years	Electrician	3 years	3 years	Foreman	3 years	3 years			
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>														
Civil engineer	3 years	3 years														
Electrician	3 years	3 years														
Foreman	3 years	3 years														
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Elf</td> <td style="text-align: center;">At least 3.5 cu.m</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td>Backhoe</td> <td style="text-align: center;">At least 1 cu.m. (bucket)</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td>Dump Truck</td> <td style="text-align: center;">At least 10 cu.m.</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td>Boom Truck</td> <td style="text-align: center;">At least 5 tonner</td> <td style="text-align: center;">1 unit</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Elf	At least 3.5 cu.m	1 unit	Backhoe	At least 1 cu.m. (bucket)	1 unit	Dump Truck	At least 10 cu.m.	1 unit	Boom Truck	At least 5 tonner	1 unit
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>														
Elf	At least 3.5 cu.m	1 unit														
Backhoe	At least 1 cu.m. (bucket)	1 unit														
Dump Truck	At least 10 cu.m.	1 unit														
Boom Truck	At least 5 tonner	1 unit														
12	<p>[Insert Value Engineering clause if allowed.] None.</p>															
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Php 50,000.76 (two percent (2%) of ABC), 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 Php 125,001.90 (two percent (5%) of ABC) if bid security is in Surety Bond. 															
19.2	Partial bids are not allowed.															
20	<p>Licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.] None.</p>															

21	<p data-bbox="384 185 1082 219">Additional contract documents relevant to the Project:</p> <ol data-bbox="440 259 1410 501" style="list-style-type: none"><li data-bbox="440 259 932 293">1. construction schedule and S-curve<li data-bbox="440 297 746 331">2. manpower schedule<li data-bbox="440 336 767 369">3. construction methods<li data-bbox="440 374 884 407">4. equipment utilization schedule<li data-bbox="440 412 1166 445">5. Acceptable tools of project scheduling (<i>PERT-CPM</i>)<li data-bbox="440 450 1410 501">6. construction safety and health program approved by the DOLE (<i>winning bidder</i>)
----	--

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 properties 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.

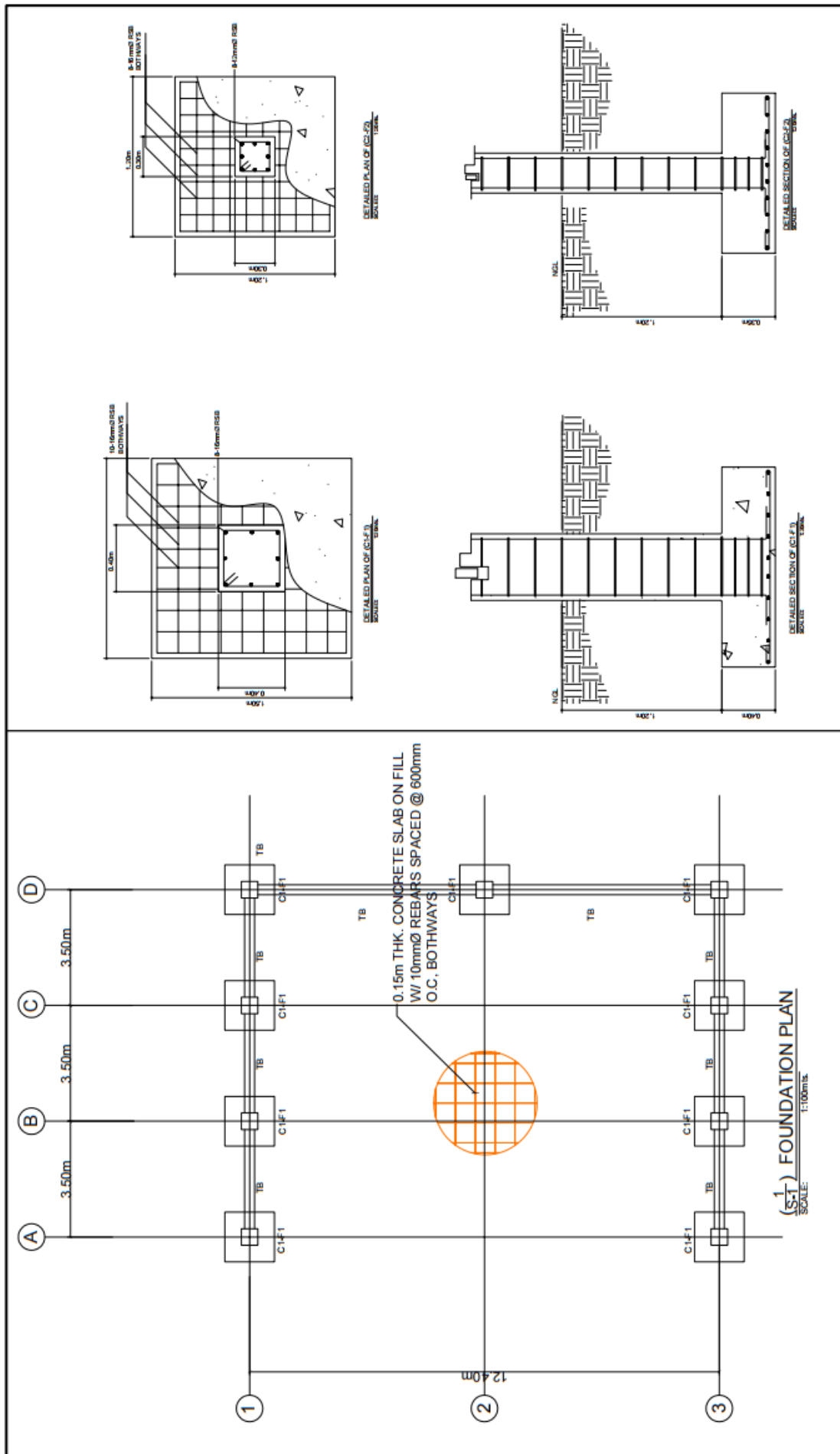
Section V. Special Conditions of Contract

Special Conditions of Contract

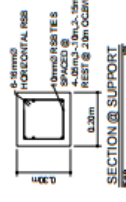
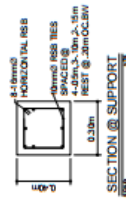
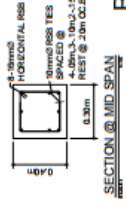
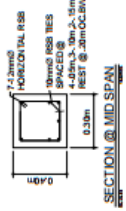
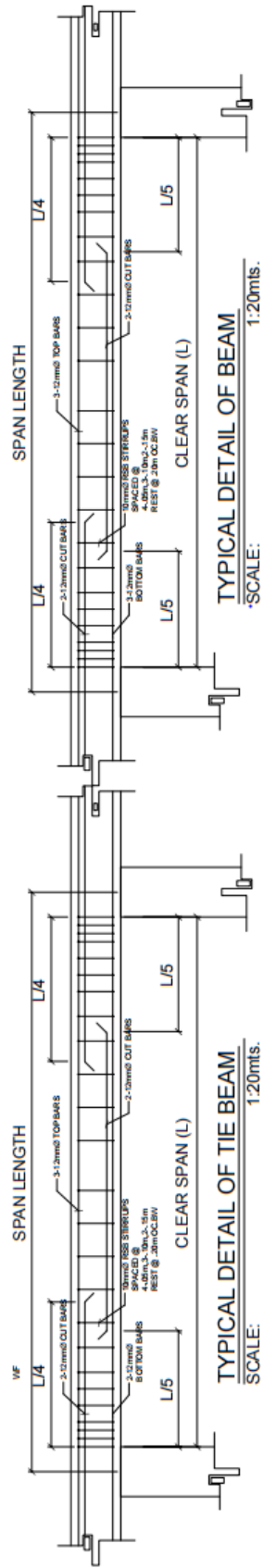
GCC Clause	
2	<i>Sectional completion: Not applicable.</i>
4.1	<p><i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i></p> <p><i>The procuring entity shall give possession of all parts of the site to the Contractor upon issuance of Notice to Proceed.</i></p>
6	<p><i>The prospective contractors are required to have a site investigation report. A certification will be issued by the procuring entity afterward.</i></p> <p><i>Site inspection is from 9:00 AM onwards, Monday to Thursday only.</i></p>
7.2	<p>Warranty</p> <p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.</i></p>
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 7 calendar days after the delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 1/10 of 1% of the contract price per day.
13	<p>The amount of the mobilization shall not exceed 15% of the total contract price and schedule of payment.</p> <p>For a contractor to be granted the mobilization, this shall be made only upon the submission to and acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity.</p>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which "as built" drawings are required is 3 working days after completion.
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 1/10 of 1% of the contract price per day.

Section VI. Specifications

Section VII. Drawings



LOGO:	PROJECT:	DESIGNER:	ARCHITECT/ENGINEER:	APPROVED BY:	REVISIONS:	SHEET CONTENTS:	SHEET NO.
		DRAWN BY:			AS SHOWN	AS SHOWN	S1
		CHECKED BY:					
	LOCATION: CAUKWAN CITY, ISABELA	DATE:	PRICE:				
			TIN:				
			DATE NO. ISSUED ON:				
			ISSUED AT:				
							PROJECT NO.



LOGO:	PROJECT:	DESIGNER:	ARCHITECT/ENGINEER	APPROVED BY:	REVISIONS:	SHEET CONTENTS:	SHEET NO.
		DRAWN BY:			AS SHOWN		S2
		CHECKED BY:					
		DATE:					
	LOCATION: CAUVAN CITY, SAMBELA						PROJECT NO.
		PNC:	DATE NO.				
		TIN:	ISSUED ON:				
			ISSUED BY:				

Section VIII. Bill of Quantities



PROJECT TITLE: CONSTRUCTION OF HANGAR

LOCATION: ISU CAMPUS, CAUAYAN CITY, ISABELA

BILL OF QUANTITIES (BOQ)

PARTICULAR	QTY	UNIT	UNIT PRICE	TOTAL PRICE
A: GENERAL REQUIREMENTS				
I. BUILDING AND OCCUPANCY PERMIT	1	L.S.		
II. OCCUPATIONAL SAFETY AND HEALTH	1	L.S.		
III. PROJECT BILLBOARD	1	L.S.		
IV. TEMFACIL	1	L.S.		
Subtotal				
B: HANGAR BUILDING				
I. SOIL TREATMENT/ POISONING	lot	l.s.		
II. EARTHWORKS / DEMOLITION:				
a. Excavation	40	cu.m.		
b. Backfill	75	cu.m.		
c. Filling Aggregates	15	cu.m.		
d. Clearing and Grubbing	150	sq.m.		
Subtotal				
III. CONCRETE WORKS				
a. Column Footing				
portland cement	77	bags		
16mm.x 6m. Matting bars	80	pcs.		
fine aggregates	4.05	cu.m.		
coarse aggregates	8.10	cu.m.		
#16 tie wire	18	cls.		
Subtotal				
b. Column				
portland cement	126	bags		
20mm.x 6m. Rsb	80	pcs.		
16mm.x 6m. Rsb	36	pcs.		
12mm.x 6m. Rsb	140	pcs.		
fine aggregates	7.02	cu.m.		
coarse aggregates	14.04	cu.m.		
#16 tie wire	45	cls.		
Subtotal				
c. Beams				
portland cement	151	bags		
16mm.x6m. Rsb	160	pcs.		
10mm.x6m. Lateral ties	250	pcs.		
fine aggregates	8.40	cu.m.		
coarse aggregates	16.80	cu.m.		
#16 tie wire	50	cls.		
Subtotal				
d. Floor Slab				

portland cement	323	bags	
10mm.x 6m. Rsb	135	pcs.	
fine aggregates	17.96	cu.m.	
coarse aggregates	35.91	cu.m.	
#16 tie wire	50	kls.	
Subtotal			
VII. ROOFING WORKS:			
2" x 2" x 1/4" Angle Bar	40	pcs	
1 1/2" x 1 1/2" x 1/4" Angle Bar	24	pcs	
12mm M.S. Plate	1	pcs	
Ø20mm x 300mm High Tensile Anchor Bolt	72	pcs	
2"x4"x1.5mm G.I. C-Purlins	62	pcs	
2"x10"x1.5mm G.I. C-Purlins	9	pcs	
1 1/2" x 1 1/2" x 3/16" Angle Bar (Purlin Connector)	2	pcs	
10mm Sag Rod	12	pcs	
16mm Turn Buckle	28	pcs	
12mm Plain Round Bar	28	pcs	
Welding Rod	4	box	
Cutting Disc 4"	20	pcs	
Cut Off Disc	10	pcs	
Epøxy Primer w/ Catalyst	6	gal	
Lacquer Thinner	2	gal	
3" Paint Brush	2	pcs	
Baby Roller 4"	2	pcs	
Tekscrew	2000	pcs	
Tekscrew Adaptor	2	pcs	
Blind Rivet 5/32	1	box	
Metal Drill Bit 5/32	2	pcs	
0.5mm Pre-painted Long Span Roofing Sheet (Double Rib Type)	180	ln.m	
0.5mm 24" Pre-painted End Flushing	14	pcs	
0.5mm 16" Pre-painted Gutter	12	pcs	
Vulcaseal	4	ltr	
Silicon	10	tube	
2"Ø PVC Pipe	24	pcs	
2"Ø PVC Elbow	24	pcs	
Solvent Cement	5	can	
Subtotal			
X. ELECTRICAL WORKS			
10-Branches Panel Board (Bolt-on)	1	set	
100A Circuit Breaker (Main)	1	pcs.	
30A Circuit Breaker Bolt-on Type	3	pcs.	
20A Circuit Breaker Bolt-on Type	3	pcs.	
#4 Drop Wire	150	mtrs.	
#12 THHN stranded wire	6	roll	
Service Entrance Cap 3/4"	1	set	
Spool Insulator	1	pcs.	

utility box, 2"x4", D.T.	4	pcs.		
junction box, 4"x4", D.T.	25	pcs.		
Moldflex 1/2"	2	roll		
1/2" P.E. Pipe (Electrical)	1	roll		
1/2" PVC Electrical Pipe	18	pcs.		
1/2" Long Elbow / Short Elbow	4	pcs.		
3/4" PVC Electrical Pipe	2	pcs.		
electrical tape, big	10	roll		
High Bay Light 100W (LED)	18	pcs.		
3-gang switch	3	set		
two-gang outlet (surface type)	4	set		
Subtotal				
X. FORMS & SCAFDINGS				
Scaffolding Rental	1	l.s.		
Forms	1	l.s.		
Subtotal				

TOTAL MATERIAL COST				
TOTAL LABOR COST				
O.C.M.				
PROFIT				
TAX				
TOTAL PROJECT COST				

ISUC YN-PrO-BIQF-009
Effectivity: July 30, 2019
Revision: 1

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- (f) Certificate of Site Inspection; **and**
- (g) Project Requirements, which shall include the following:
 - (g) Organizational chart for the contract to be bid;
 - (h) 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;
 - (i) List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
 - (j) 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

- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (l) 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

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

Other documentary requirements under RA No. 9184

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

The updated bidding forms which can be found at <https://www.gppb.gov.ph/downloadable-forms/#tab-61412> shall be used in this project.

