

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**“Repair and Refurbishment of the Leyte Samar
Heritage Center Building”**
(UPTC IB NO. 2024-13)

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	5
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	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	14
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 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	21
6.	Site Investigation Reports	22
7.	Warranty	22
8.	Liability of the Contractor	22
9.	Termination for Other Causes.....	22
10.	Dayworks	22
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		24
SECTION VI. SPECIFICATIONS		26
SECTION VII. DRAWINGS		30
SECTION VIII. BILL OF QUANTITIES		31
SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS		34
ANNEX 1		38

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



**UNIVERSITY OF THE PHILIPPINES
TACLOBAN COLLEGE**

Magsaysay Boulevard cor. Sto. Niño Ext., Tacloban City 6500, Philippines

INVITATION TO BID FOR

**“Repair and Refurbishment of the Leyte Samar Heritage Center
Building”**

(UPTC IB NO. 2024-13)

1. The *University of the Philippines Tacloban College* through the *Fund 101* intends to apply the sum of *Three Million Five Hundred Pesos Only (₱3,500,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Repair and Refurbishment of the Leyte Samar Heritage Center Building (UPTC IB NO. 2024-13)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *University of the Philippines Tacloban College* now invites bids for the above Procurement Project. Completion of the Works is required *within 60 calendar days from receipt of Notice to Proceed*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using 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 *University of the Philippines Tacloban College* and inspect the Bidding Documents at the address given below from *Monday to Friday at 8:00 AM to 5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested bidders on *07 to 27 January 2025* 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 Four Thousand Pesos (₱4,000.00)*. If prospective bidders opt to pay online or through bank deposit, they may email a copy of the deposit slip or confirmation slip as proof of payment for the fees. Please see Annex 1 (last page) for bank details and further payment instructions.
6. The *University of the Philippines Tacloban College* will hold a Pre-Bid Conference¹ on *15 January 2025 at 1:30 PM*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before *27 January 2025 at 1:30 PM*. Late bids shall not be accepted.

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

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 *27 January 2025, 1:30 PM* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Site inspection is a requirement. Certificate of Site Inspection shall be obtained from the Campus Maintenance and Development Office.
11. The *University of the Philippines Tacloban College* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

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

13. You may visit the following websites:

For downloading of Bidding Documents:

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

07 January 2025


ARVIN L. DE VEYRA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *University of the Philippines Tacloban College* invites Bids for the *Repair and Refurbishment of the Leyte Samar Heritage Center Building* with Project Identification Number *UPTC IB NO. 2024-13*.

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

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of *Three Million Five Hundred Pesos Only (₱3,500,000.00)*.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until *120 days from the date of opening of bids*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing,

webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																							
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Repair or refurbishment projects</i>																						
7.1	<i>Subcontracting is not allowed.</i>																						
10.3	The bidder must have a valid PCAB license with at least Small B range.																						
10.4	The key personnel must meet the required minimum years of experience set below: <table style="margin-left: auto; margin-right: auto; border: none;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Architect or Engineer</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td style="text-align: center;">Safety officer</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td style="text-align: center;">Construction foreman</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td style="text-align: center;">Skilled mason</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td style="text-align: center;">Skilled carpenter</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td style="text-align: center;">Skilled plumber</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td style="text-align: center;">Skilled electrician</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td style="text-align: center;">Skilled welder</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td style="text-align: center;">Skilled painter</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td style="text-align: center;">Laborer</td> <td style="text-align: center;">none</td> </tr> </tbody> </table>	Key Personnel	Relevant Experience	Architect or Engineer	1 year	Safety officer	1 year	Construction foreman	1 year	Skilled mason	1 year	Skilled carpenter	1 year	Skilled plumber	1 year	Skilled electrician	1 year	Skilled welder	1 year	Skilled painter	1 year	Laborer	none
Key Personnel	Relevant Experience																						
Architect or Engineer	1 year																						
Safety officer	1 year																						
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Skilled carpenter	1 year																						
Skilled plumber	1 year																						
Skilled electrician	1 year																						
Skilled welder	1 year																						
Skilled painter	1 year																						
Laborer	none																						
10.5	The minimum major equipment requirements are the following: 1 jack hammer, heavy duty 1 welding machine																						
12	Not allowed																						
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than ₱70,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than ₱175,000.00, if bid security is in Surety Bond. 																						
16	Each Bidder shall submit one (1) original copy of the first and second components of its Bid. The Procuring Entity requests for two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.																						
19.2	Partial bid is not allowed																						
20	No further instructions																						

21	Detailed Construction schedule (Gantt chart) Manpower schedule Construction safety and health program approved by the DOLE
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Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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

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

4. **The Contractor's Obligations**

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

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

5. **Performance Security**

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Not applicable
4.1	Upon issuance of Notice to Proceed
6	The site investigation reports are: <i>none</i>
7.2	One year from project completion up to final acceptance: Form or warranty: 1. Cash deposit, cash bond or letter of credit – 5% of total contract price 2. Bank guarantee – 10% of total contract price 3. Surety bond – 30% of total contract price
10	No dayworks are applicable to the contract.
11.1	No further instructions
11.2	No further instructions
13	The amount of the advance payment <i>shall not exceed 15% of the total contract price.</i>
14	If the Contractor claims the advance payment, the subsequent payment shall be for the final billing upon 100% project completion. However, if the Contractor does not claim the advance payment, progress billing shall be based on 50% project accomplishment, followed by the final billing upon 100% project completion.
15.1	The “as built” plans are required prior to issuance of Certificate of Completion
15.2	Release of Final Payment is subject to the submission of the “as built” plans to be certified by UPTC’s authorized representative/s.

Section VI. Specifications

Specifications:

A. Ceiling works (ceiling eaves, new canopy/porch, ground floor mezzanine, comfort rooms, lobby and main gallery)

- Removal of the dilapidated ceiling panels and ceiling joist and transfer to a designated area and proper disposal.
- Use 1/4" x 1' x 1' Angle bar for ceiling wall angle on ceiling perimeter and at every 1.20m on center both ways for structural support. Install 2- 1.5mm x 2" x 4" C purlins on two side above the ceiling joist for electrical maintenance services.
- Use, 1/4" x 4' x 8' fiber cement ceiling boards on double metal furring ceiling joist attached properly with hangers to the steel trusses and rafters.
- For ceiling eaves, use .40mm spandrel plain and 6 units (10 pcs spandrels with holes for air ventilation) and with .40mm wall angle, center molding, end and corner angle with .40mm Fascia cover. Riveted. (For main building ceiling eaves)

B. Electrical works

- All electrical works and installation herein shall conform with the latest approved edition of the Philippine Electrical Code (PEC) Rules and Regulations of the Local and National Authorities concerned in the enforcement of Electrical laws and ordinances.
- Electrical services requirement shall be 230Volts, 60 Hz. No branch circuit shall have a load or more than 80% of its rating.
- All materials to be used shall be new and approved type for both purpose intended. All wires shall be insulated for 600Volts and shall be inside uPVC pipes.
- Workmanship shall be equal to the best standard practice recognized and adopted for this trade.
- All electrical works and installation herein shall be done under the direct supervision of a duly licensed electrical engineer or his authorized representative.
- Grounding and bonding system shall be provided to all lighting and power circuit as per Philippine Electrical Code Requirement.
- All wire shall be copper and thermoplastic insulated type "THHN/THWN" unless otherwise indicated in the plan.
- The minimum size of wire for power and lighting circuit homerun shall be 3.5mm and insulated for 600Volts.
- All panel boards shall be provided with identifications and load directory.
- Smallest raceway shall be 15mm dia. Trade / nominal size
- Mounting height shall be as follows:

* Panel board	1.40 meters above finish floor line
* Wall switches	1.40 meters above finish floor line
* Convenience outlet	0.30 meters above finish floor line
- Transfer of all electrical lines to the new location of panel boards. Panel boards and breakers shall be replaced according to the schedule of loads and assigned circuit breakers.
- All electrical works shall be done by a skilled electrician and supervised by a master electrician or registered electrical engineer.
- The Contractor shall submit design of droplights and lighting fixture for approval before final installation.

C. Painting works (Interior and exterior of walls of LSHC Building)

- Area for painting and repainting must be clean and free from dust before the painting procedure. All surface shall be properly sanded. Do not leave painting materials anywhere every after work.
- Use recycled materials to cover spilled paints.
- Use skimcoat application on concrete if necessary and apply Acrytex primer after skimcoat application. Coatings shall be in 3 coats application (1st coat -primer and 2 coats finishing paint).
- Apply concrete epoxy sealant (HV) on crack walls. Apply acrytex primer paint, sand and finish with the specified semi-gloss paint for finishing. (Special color paint)
- For metal works, use epoxy primer and QDE paint for finishing.
- Use polyurethane topcoat on wood doors (Carved doors and the opposite door) Use wood stain with polyurethane top coat for all wooden doors.

D. Doors and windows

- Remove and replace entrance door facing Magsaysay boulevard with wood panel door with heavy duty door accessories.
- Replace the worn out and damaged glass door at the main gallery with powder coated framing and frameless glass door with frost and stainless steel handle and accessories. Repair and replace steel windows and glass according to plans and specifications and install two (2) panels fire exit door on the lower portion of steel casement windows. (see attached drawings)
- Re design and reinstall awning windows as per plan and specifications.
- Repairs shall be applied to all steel casement windows of the LSHC Building.
- Steel framing shall be painted with red oxide primer and finish with QDE Paint.
- PWD door shall be provided with stainless steel kickboard with marker
- Use phenolic door with complete partition accessories (hinges, indicator lock, hook, aluminum brackets, legs and top rail) design and color shall be approved by the end user.

E. Masonry and tiling works (Comfort Rooms)

- Use 4" x 8" x 16" CHB, class B with 10mm horizontal and vertical rebars spaced @ 6.0m on center both ways. New concrete walls shall be connected to the existing walls, post and floors.
- Use 12mm rebars for wall footing spaced at .60m. All dowels connected shall be full welded. Provide 5" x 12" stiffener column on corners of the new concrete walls. Plastered finish.
- Use .60m x .60m glazed wall tiles up to ceiling height of the comfort rooms and .60m x .60m matte finish floor tiles for flooring with heavy duty tile adhesive and tile grout.
- Installation of concrete slab counter with .60m x .60m glazed tiles for lavatory counter top.
- Provide concrete column footing and pavement at the portico / entrance porch steel post (see attached drawing)
- Use 4" x 8" x 16" CHB, class B with 10mm rebars for the concrete planters with plant provision (plants included)
- For the repair of existing PWD ramp, concrete ramp shall be extended according to standards and steel handrail shall be replaced with 2" stainless steel handrail.
- Replace and install affected tiles (same with the existing design) at the lobby area where the concrete wall was demolished

F. Plumbing works

- Water lines shall be replaced with PPR pipes (cold) and shall be in coordination with the CDMO maintenance team for maintenance purposes.
- Use quality based plumbing fixtures and shall be approved by the head of office. Install bidet for each water closet. All plumbing lines and fixtures shall be in accordance with Philippine standard.
- Provide 1/4" thick mirror at the lavatory and wash area.

G. Steel works (Mezzanine floor and portico/ entrance porch)

- Use I beams steel post and beams for mezzanine floor support. Bolted with 12mm steel base plate full welded attached to floor with heavy duty concrete epoxy and bolted.
- All steel works shall be full welded and properly attached to walls and concrete floors. Use 1/4" x 2 1/2" x 2 1/2" Angle bar with 1/2" x 1 1/2" x 1 1/2" web support floor joist.
- Use 1" fiber cement wood floor connected to steel floor joist and finish with vinyl tiles.
- All steel works shall be coated with red oxide primer and painted with QDE paint.
- Covering of steel post with 1/4" thick fiber cement board with metal studs framing
- Use 2-3" GI pipe sch. 40 steel post for the portico/entrance porch. Girt and rafter: 1/4" x 1 1/2" 1 1/2" Angle Bar top and bottom chord including members. Full welded.
- Use 50mm Pre-painted Spanish / roof tiles with 1/2" x 12" fascia cover.
- Use 166mm x 205mm I beam steel post and beams for mezzanine floor support. Bolted with 12mm steel base plate full welded attached to floor with heavy duty concrete epoxy and bolted.
- Use 50mm pre-painted Spanish/roof tiles with 1/2" x 12" fiber cement board fascia cover.

H. Mobilization and demobilization

- Always clean the working area before and after work and must be free from any debris and other materials that are not needed in the area.
- All items for transfer and disposal shall be coordinated with the CDMO for proper disposal and safekeeping.

I. General Requirements

Safety and Health

- The Contractor shall ensure the protection and welfare of workers and the general public within and around the construction site taking consideration industry practices and applicable government requirements.

Provision and consumption of electricity and water

- The Contractor shall provide electricity and water for the entire duration of the project.
- Additional equipment such as: boom truck, hoist lift, etc. shall be with the discretion of the contractor depending on the needs to facilitate the efficiency of the project completion and shall be reflected in the detailed estimate under equipment rental.

Section VII. Drawings

To view the drawings, refer to this link: <https://drive.google.com/file/d/11H06XIGKF-ryGrlyejiZBJ8vfFzOyiMk/view?usp=sharing>

Sheet No.	Content
A 1/5	Interior perspectives
A 2/5	Ground floor plan Mezzanine floor plan
A 3/5	Ground floor ceiling plan Mezzanine ceiling plan
A 4/5	Cross section “A” WF-1 (Comfort room – washing area) Longitudinal section “B”
A 4A/5	Detail of G.I. pipe footing Front elevation
A 5/5	Schedule of doors and windows
E 1/3	Convenience outlet layout Lighting layout plan
E 2/3	Lighting outlet layout Convenience outlet & air conditioning unit layout Air conditioning unit layout
E 3/3	Single line diagram Schematic diagram
P 1/1	Sanitary layout plan Fresh water layout plan Pipe joint details Standard pipe fittings

Section VIII. Bill of Quantities

Bill of Quantities

Item	Activity	Qty.	Unit	Unit Cost	Total Cost
I.	General requirements a. Temporary facilities b. Safety and health c. Electricity and water consumption d. Mobilization and demobilization	1	lot		
II.	Refurbishment of ground floor comfort room a. Demolition of affected concrete walls b. Construction of new concrete walls c. Ceiling works d. Electrical works e. Tiling works f. Installation of doors and windows of comfort rooms g. Painting works h. Plumbing works and replacement of plumbing fixtures	1	lot		
III.	Installation of steel framed mezzanine floor a. Demolition of concrete railing and drywall partition b. Column, flooring, walls and ceiling works c. Installation of glass wall and glass door entrance	1	lot		
IV.	Transfer of main door (sculpted wooden doors) to the adjacent door	1	lot		
V.	Drywall partition at the ground floor storage room	1	lot		
VI.	Refurbishment of the main gallery a. Ceiling works b. Electrical works c. Repair of all casement windows and provision of fire exit door and replacement of glass door of the main gallery d. Repainting works (interior and exterior)	1	lot		
VII.	Repair and replacement of ceiling eaves	1	lot		
VIII.	Construction of portico (main entrance), concrete planters and repair of PWD ramp	1	lot		
Grand Total					

Note: this form must be duly signed

DETAILED ESTIMATES PER ITEM NO. <u>1</u> of the BOQ (Suggested Format)					
PROJECT:	<hr/>				
LOCATION:	<hr/>				
ITEM NO.:	<hr/>				
ITEM DESCRIPTION:	<hr/>				
DETAILED COST ESTIMATES					
MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT COST/RATE	TOTAL AMOUNT
TOTAL MATERIALS COST					
EQUIPMENT	QUANTITY	UNIT	DESCRIPTION	UNIT COST/RATE	TOTAL AMOUNT
TOTAL EQUIPMENT RENTAL COST (OPERATED)					
LABOR	QUANTITY	UNIT	DESCRIPTION	UNIT COST/RATE	TOTAL AMOUNT
TOTAL LABOR COST					
TOTAL DIRECT COST:					
INDIRECT COST					
OCM				<hr style="width: 100px; border: none; border-top: 1px solid black;"/>	%
CONTRACTOR'S PROFIT (CP)				<hr style="width: 100px; border: none; border-top: 1px solid black;"/>	%
VAT (5%)				<hr style="width: 100px; border: none; border-top: 1px solid black;"/>	%
TOTAL INDIRECT COST					
TOTAL COST: DIRECT COST + INDIRECT COST					

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

Name of Company / Bidder

Signature Over Printed Name of
Authorized Representative

Date

*Section IX. Checklist of Technical and
Financial Documents*

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

- Certificate of Site Inspection

Class "A" Documents

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) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. **Notarized** list of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, **and notarized key personnel's affidavit of commitment to work on the contract** with their complete qualification and experience data, biodata, valid PRC license;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, **supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project**, as the case may be; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

Suggested form for list of key personnel

Project title: _____

Project location: _____

Name of bidder: _____

Business address: _____

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

Information	Architect or Engineer	Safety officer	Foreman	Skilled mason	Skilled carpenter	Skilled plumber	Skilled electrician	Skilled welder	Skilled painter	Laborer
Name										
Address										
Date of birth										
Years of Experience										
Highest education attainment										
Valid PRC license (if applicable)										

Signature over printed name of bidder: _____

Notes:

This form must be duly signed and notarized.

Must be supported with: 1) biodata showing relevant experience; 2) copy of valid license/s (if applicable); and 3) affidavit of commitment to work on the contract

Annex 1

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

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

Please take note of the following:

1. LBP to LBP fund transfer and Over-the-Counter Cash Deposit - **amount is credited on the next banking day**
2. Other banks to LBP - **amount is credited within 3-5 banking days** (except when the transfer is done via *Instapay*)

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

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

For guidance and information of all concerned.

