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PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines

COMPLETION OF LIVELIHOOD TRAINING & DEVELOPMENT CENTER, PHASE 4

ABC - ₱9,876,433.45

Project ID - PB 2023-IPMC-01

Sixth Edition
July 2020



Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Invitation to Bid

COMPLETION OF LIVELIHOOD TRAINING & DEVELOPMENT CENTER, PHASE 4

1. The *Southern Leyte State University (SLSU)*, through *Internally Generated Fund* intends to apply the sum of **NINE MILLION EIGHT HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED THIRTY-THREE AND 45/100 (₱9,876,433.45)** being the Approved Budget for the Contract (ABC) to payments under the contract for the “*Completion of Livelihood Training & Development Center, Phase 4*” under *Project ID No. PB 2023-IPMC-01*. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriations for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Southern Leyte State University (SLSU) Main Campus* now invites bids for the above Procurement Project. Completion of the Works is required as specified in Section VI (Specifications) of the Bidding Documents. Bidders should have completed within five (5) years 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 *SLSU Main Campus Bids and Awards Committee (BAC) Secretariat* through the contact details given below and inspect the Bidding Documents as posted on the website of SLSU and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested bidders on **17 August, 2023** 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 **Ten Thousand Pesos (₱10,000.00)** only.

Payment may be made in either mode as follows:

- a) Online payment through Land Bank of the Philippines, Sogod Branch to be deposited to **SLSU Trust, Account No. 332-210-9503**. Bidders shall present its confirmation receipt to the BAC Secretariat in person, by facsimile, or through electronic means, which shall be used as proof of payment for the bidding documents fee.
- b) Payment, in person, to SLSU Cash Office, through the BAC Secretariat, 2nd Floor Administration Building, Southern Leyte State University Main Campus, Sogod,

Southern Leyte. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

6. ***Southern Leyte State University*** will hold a Pre-Bid Conference¹ on ***25 August, 2023*** at ***9:00 o'clock in the morning*** at ***SLSU Main Campus*** 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 ***8:45 in the morning*** of ***06 September, 2023***. 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 ***06 September, 2023*** at ***9:00 o'clock in the morning*** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Southern Leyte State University*** 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:

Ma. Delia Ong-Manca
Office of the BAC Secretariat
Southern Leyte State University Main Campus
Sogod, Southern Leyte
Contact Number: 09565490615
Email Address: bac_sg@southernleytestateu.edu.ph

12. You may visit the following websites:

For downloading of Bidding Documents: **www.southernleytestateu.edu.ph**

16 August 2023
Date of Issue

Sgd.
LUDITO V. RAMIREZ, Ph.D.
BAC Chairperson - Infrastructure

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.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Southern Leyte State University* now invites Bids for the *Completion of Livelihood Training & Development Center, Phase 4*, with Project Identification Number *PB 2023-IPMC-01*.

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 *[indicate funding year]* in the amount of ***NINE MILLION EIGHT HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED THIRTY-THREE AND 45/100 (₱9,876,433.45)***.

2.2. The source of funding is:

a. Internally Generated Fund

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 Procuring Entity has prescribed that:
 - a. *Subcontracting is not allowed.*
- 7.2. 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 **August 25, 2023** at **9:00 o'clock in the morning** as indicated in Paragraph 6 in 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:*

- a. Philippine Pesos.

15. Bid Security

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

15.2. The Bid and bid security shall be valid until **January 13, 2024**. 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

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																									
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Completion/building construction</i>																								
10.3	PCAB License, Category “C” or “D” (SMALL B), with a classification General Engineering (GE-1).																								
10.4	The key personnel must meet the required minimum years of experience set below: <u>Key Personnel</u> <u>General Experience</u> <u>Relevant Experience</u>																								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Key Personnel</th> <th style="width: 10%;">No. of Persons</th> <th style="width: 30%;">General Experience</th> <th style="width: 35%;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td>Site Engineer</td> <td style="text-align: center;">1</td> <td>5 years of experience in building construction</td> <td>Training Certificate in Fire Safety Measures and with valid Professional Regulation Commission License</td> </tr> <tr> <td>Safety Officer</td> <td style="text-align: center;">1</td> <td>With Safety Training Certificate (COSH SO2) from any training provider accredited by the Department of Labor and Employment (DOLE) and three (3) years of experience as SO2</td> <td>NONE</td> </tr> <tr> <td>Construction Foreman</td> <td style="text-align: center;">1</td> <td>Ten (10) years of experience in building construction</td> <td>COSH training from an accredited institution of the DOLE</td> </tr> <tr> <td>Skilled Workers <i>Steelman Welder Mason Carpenter Electrician, Plumber First Aider</i></td> <td></td> <td>Three (3) years experience in construction</td> <td>COSH training from an accredited institution of the DOLE</td> </tr> <tr> <td>Laborers</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Key Personnel	No. of Persons	General Experience	Relevant Experience	Site Engineer	1	5 years of experience in building construction	Training Certificate in Fire Safety Measures and with valid Professional Regulation Commission License	Safety Officer	1	With Safety Training Certificate (COSH SO2) from any training provider accredited by the Department of Labor and Employment (DOLE) and three (3) years of experience as SO2	NONE	Construction Foreman	1	Ten (10) years of experience in building construction	COSH training from an accredited institution of the DOLE	Skilled Workers <i>Steelman Welder Mason Carpenter Electrician, Plumber First Aider</i>		Three (3) years experience in construction	COSH training from an accredited institution of the DOLE	Laborers			
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Laborers																									
10.5	The minimum major equipment requirements are the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;">Equipment</th> <th style="width: 25%;">Capacity</th> <th style="width: 30%;">No. of Units</th> </tr> </thead> <tbody> <tr> <td>Bar Cutter</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Bar Bender</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Bagger Mixer</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Construction Vibrator</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Acetylene & Oxygen</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Welding Machine</td> <td style="text-align: center;">300 A</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Multi -function Saw</td> <td></td> <td style="text-align: center;">2</td> </tr> </tbody> </table>	Equipment	Capacity	No. of Units	Bar Cutter		1	Bar Bender		1	Bagger Mixer		1	Construction Vibrator		1	Acetylene & Oxygen		1	Welding Machine	300 A	2	Multi -function Saw		2
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12	<i>No further instructions.</i>																								

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 ₱197,528.67 [<i>Insert two percent (2%) of ABC</i>], 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 ₱493,821.67 [<i>Insert five percent (5%) of ABC</i>] if bid security is in Surety Bond.
16	<p>Bidders shall enclose their eligibility and technical documents described in Section II. Instruction to Bidders (ITB) Clause 10 in one sealed envelope marked "TECHNICAL COMPONENT", and their financial component described in ITB Clause 11 in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".</p> <p>Further, all envelopes shall:</p> <ol style="list-style-type: none"> a) Contain the name of the contract to be bid in capital letters; b) Bear the name and address of the Bidder in capital letters; c) Be addressed to the Procuring Entity's BAC in accordance with Section I. Invitation to Bid Clause 9; d) Bear the specific identification of the Project indicated in ITB Clause 1; e) Bear a warning "DO NOT OPEN BEFORE . . ." the date and time for the opening of bids, in accordance with the aforementioned date and time. <p><i>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of RA 9184, unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</i></p>
19.1	<p>The bid amount shall be evaluated based on the unit cost reflected in the Bill of Quantities. The Detailed Cost Estimate shall contain the detailed computation of the unit costs used in the Bill of Quantities. In case of discrepancies, the unit cost in the Bill of Quantities shall prevail, in accordance with Section 32.2.3 of the 2016 Revised IRR of RA 9184. The amended/corrected Detailed Cost Estimate will be submitted during contract implementation, if warranted.</p>
19.2	<p>Partial bids are not allowed.</p>
19.3	<p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.2.6 of the 2016 Revised IRR of RA No.9184.</p>
20	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy of Single Largest Completed Contract or Purchase Order 2. The corresponding proof of completion, which could either be:

- i. Certificate of Final Acceptance/Completion from the bidder's client; or
 - ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract; and
3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment (EFPS), consisting of the following:
- i. 2022 Income Tax Returns with proof of payment; and
 - ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from October – December 2022.

Additional Conditions:

- * Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.
- ** In case the notice for the submission of post-qualification documents is sent via a bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check their email for the purpose.
- *** In case of a tie and two (2) or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure determined by the procuring entity shall be non-discretionary and non-discriminatory such that the same is based on sheer luck or chance.

As a matter of information to the prospective bidders, SLSU-BAC has determined to use the method of a "raffle," wherein the names of the bidders involved in the tie and declared as LCRBs will be written in separate similar unmarked papers, and will be folded and placed in a container.

Thereafter, SLSU-BAC representative will draw the raffle in an order wherein the first drawn bidder shall be the second ranked LCRB, and so on until all LCRBs are drawn and ranked. In case of a failure, refusal or inability of the winning LCRB to submit the documents required under Section 37.1 of the 2016 Revised IRR of RA No. 9184 or to enter into contract and post the required Performance Security, as provided in Section 40 of the same IRR, the BAC shall disqualify the said LCRB. This procedure shall be repeated until a Notice to proceed has been issued.

21	<p data-bbox="384 185 1230 219">Additional contract documents relevant to the Project as required:</p> <ol data-bbox="384 259 1412 470" style="list-style-type: none"><li data-bbox="384 259 906 293">1. Construction Schedule and S-curve;<li data-bbox="384 297 719 331">2. Manpower Schedule;<li data-bbox="384 336 740 369">3. Construction Methods;<li data-bbox="384 374 919 407">4. Equipment Utilization Schedule; and<li data-bbox="384 412 1412 470">5. PERT/CPM or other acceptable tools of project scheduling shall be included in the submission of Technical Proposal.
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i>
4	The project shall be completed within 274 calendar days from receipt of the Notice to Proceed.
6	No further instruction
7.2	<i>The warranty shall cover ____ () years from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.</i>
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 <i>fifteen (15) calendar days</i> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>1% of the ABC.</i>
13	<p>The amount of the advance payment is <i>15% of the total contract price and schedule of payment.</i></p> <p><i>The Procuring Entity shall, upon 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.</i></p> <p><i>The advance payment 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.</i></p> <p><i>The advance payment shall be repaid by the Contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.</i></p> <p><i>The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in advance payment.</i></p>
14	<i>Payments to the CONTRACTOR will be made only for the actual accomplishment and/or material utilized, which may be subdivided into progress percentages, specifically 20%, 50%, 75%, and 100% of the total area of all the buildings and structures, certified by the SLSU-MTI as performed by the CONTRACTOR in accordance with the plans, specifications and program of works/construction schedule.</i>

	<p>Or:</p> <p>Materials and equipment delivered on the site but not completely put in place shall be included for payment.</p>
15.1	<p>The date by which operating and maintenance manuals are required is <i>[date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[date]</i>.</p>
15.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i>.</p>

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's

Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

“Please refer to the attached Technical Specifications”

Scope of Works

1. OBJECTIVE

Completion of the ballroom and portion of the lobby at the third floor level of the Livelihood training and Development Center/SLSU Hotel, Phase 4.

2. PROJECT DURATION

2.1 The project duration shall be for a period of *two hundred seventy-four (274) calendar days* from the issuance of the Notice to Proceed (NTP).

2.2 The CONTRACTOR's proposed Work Plan shown in Gantt Chart, which is a mandatory part of the Technical Proposal, should provide a more detailed schedule of activities. Unless approved in writing by the SLSU on the written request of the CONTRACTOR, the coverage from - *mobilization to demobilization* - should not exceed beyond the derivable dates.

2.3 Exact dates of delivery and/or completion should be reckoned from the date of the CONTRACTOR's receipt of the NTP.

2.4 Liquidated damages shall be imposed for the inability of the CONTRACTOR to comply with the Approved Construction Schedule unless a written request for time extension due to force majeure has been approved by the HOPE.

3. QUALIFICATIONS OF THE CONTRACTOR

3.1 The CONTRACTOR must be competent and experienced in the field of building construction with a minimum of five (5) years prior experience on similar projects and should have a valid and current Philippine Contractors Accreditation Board (PCAB) License, Category "C" or "D", with a classification of General Engineering (GE-1).

3.2 At the commencement of contract implementation, the CONTRACTOR shall secure and maintain, at its own expense, all necessary registrations, licenses, bonds, insurances, and/or permits as required by laws, rules, and regulations. The CONTRACTOR shall likewise comply with all pertinent laws, rules, and regulations, such as but not limited to, Environmental, Health and Safety regulations.

4. GENERAL REQUIREMENTS

During contract implementation, the CONTRACTOR shall deliver the obligations arising from this contract with the following conditions:

4.1 All workers shall follow the standard health and safety protocol on site.

4.2 Provide technical supervision, skilled manpower, tools, equipment and all materials needed to complete the project.

- 4.3 Provide coordination and collaborative works with the SLSU-MTI to complete respective works in accordance with the approved drawings, specifications, and methodology.
- 4.4 Submit the required work schedule, delivery schedule, table of organization, manpower schedule, samples product data, safety plan, methodology and other requirements, as part of the Program of Works.
- 4.5 Provide safety requirements (safety shoes, vest, hard hat, safety harness, lifeline), fire extinguishers, and all other fire protection provisions in the working areas.
- 4.6 Confinement of all works within the areas designated by the SLSU-MTI while strictly following the Local and National Building Code, national laws for public safety, 35 Workmen's Compensation Act 1906, and proper working conditions.
- 4.7 Compliance to safety provisions for warehousing/storage of materials and equipment.
- 4.8 Medical Requirements of CONTRACTOR's workers will be part of preliminaries of the CONTRACTOR.
- 4.9 Hauling and disposal of garbage inside the building perimeter.
- 4.10 Protect and maintain in the required acceptable conditions all works and accessories during construction until hand over.
- 4.11 Ensure that the performance, appearance and proper functioning of the works are not affected by any movements, settlement or deflection in the building structure. Also, the CONTRACTOR shall take into account the construction accuracy of works by others to which the works are attached.
- 4.12 Estimated coverage of the works, but not limited to, are as follows:

Description	Quantity
General Requirements	1 lot
Concrete Works	3.1111 cu.m.
Masonry Works	223.28 sq.m.
Form Works & Scaffoldings	1 lot
Ceiling, False Column and Partition Works	1 lot
Doors, Windows, Fixed Glass and Glass Partition	1 lot
Tile Works	948.65 sq.m.
Painting Works	1,399.4 sq.m.
Plumbing Works	1 lot
Electrical Works	1 lot
Metal Works	1 lot

5. SCOPE OF WORK

- 5.1 The CONTRACTOR shall undertake the work implementation of the "Completion of the Livelihood Training and Development Center, Phase 4", all in accordance with the specifications and subject to the terms and conditions of the contract.

5.1.1. **Mobilization**

- 5.1.1.1. The CONTRACTOR shall provide and place temporary barricades, railings, fencing, safety signage/warning signs and lights for the duration of the project.
- 5.1.2. The CONTRACTOR shall provide protective gears for the workers.
- 5.1.3. The CONTRACTOR shall provide suitable portable toilet facilities at approved location with proper enclosures for the use of workmen, and shall maintain the same in sanitary operable conditions, all in conformity with SLSUs regulations.
- 5.1.4. The CONTRACTOR shall provide such other temporary building, as may be required, for safe storage of tools and materials. Such structure shall be located only on area approved by SLSU.
- 5.1.5. **The CONTRACTOR shall provide their own meter for temporary power and water facility.**
- 5.1.6. The CONTRACTOR shall install, operate, and maintain adequate number of temporary hoist, scaffoldings, runways, ladders, safety nets and the like as required for the proper execution of the work. Safety precautions shall at all times be observed.
- 5.1.7. All temporary services and facilities installed by the CONTRACTOR shall be removed by the CONTRACTOR upon completion of the contract or as directed by SLSU. The CONTRACTOR shall restore any damage or alteration caused during the project implementation.

5.2 **Punch List, Cleaning and Turn-Over**

- 5.2.1. Correct all noted punch lists, defects and/or needed replacements identified and observed.
- 5.2.2. Restore to its original condition any facilities and fixtures that has been damaged due to accidents arising during implementation, if any.
- 5.2.3. Clean, clearing of the area, and hauling and disposal of debris properly before turn-over.
- 5.2.4. Demobilize and turn-over the entire project for acceptance of SLSU.

6. MATERIALS REQUIREMENT

Refer to attached Materials Specifications. Please note that materials should be subject for approval by the MTI before installation.

7. RESPONSIBILITIES OF THE CONTRACTOR

- 7.1. The principal features of the work do not in any way limit the responsibilities of the CONTRACTOR to the general description of his/her scope of work.
- 7.2. The CONTRACTOR shall be responsible for the proper execution and coordination of his/her work. The Contractor shall schedule and program all necessary work activities according to the specified completion period.
- 7.3. The CONTRACTOR shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks.
- 7.4. The CONTRACTOR shall be responsible to comply with SLSUs rules and regulations related to construction works. All workers/engineers working at site are required to wear company ID.
- 7.5. The CONTRACTOR is not allowed to construct quarters for workers within the SLSU premises; sleeping is also not allowed. CONTRACTOR's workers are limited to the designated working area only. Loitering around SLSU premises is not allowed.
- 7.6. The CONTRACTOR shall be responsible for clearing and cleaning of the designated project site of unused materials, left over and other debris and in disposal of the same outside of the SLSU premises. A daily inspection of the work area shall be conducted by the CONTRACTOR and SLSUs authorized representative to ensure that the working area and storage area assigned to the CONTRACTOR is clean and in order at all times.
- 7.7. The CONTRACTOR shall protect adjacent areas against any damage during work execution. Any damage incurred by the Contractor's workers, materials, equipment, and tools shall be repaired at no additional cost to SLSU.
- 7.8. Permits, Laws, Ordinances and Standards – the installation provided for and specified herein shall comply with laws and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the CONTRACTOR. Said requirements shall be turned-over to SLSU upon project completion.
- 7.9. All other works not specifically mentioned but are necessary to complete the project, in accordance with the plans and specifications and other related documents, shall be provided by the CONTRACTOR at no additional cost to SLSU.
- 7.10. The CONTRACTOR shall submit to SLSU, the proposed delivery of materials, tools and equipment, and manpower schedules for proper monitoring within five (5) calendar days after the pre-construction kick-off meeting.

- 7.11. The CONTRACTOR shall submit samples and/or technical brochures of all materials to be used in the project within ten (10) calendar days upon receipt of the NTP, which include but not limited to the following, for SLSUs approval.
- 7.12. Prior to issuance of the Certificate of Completion (COC) the following shall be submitted to SLSU. SLSU reserves the right not to issue a Certificate of Satisfactory Performance on the basis of a non-submission of any of the items below;
 - 7.12.1. Final Project Report including photo documentations before, during and after implementation. Each photo-documentation should have the date and time stamps in jpg-format.
 - 7.12.2. Warranty Certificate of at least one (1) year against poor workmanship and defects traceable to materials.
- 7.13. The CONTRACTOR is required to have a suitable Construction Safety and health Program, which must be in accordance with Occupation Safety and Health (OSH) Standards, rules and issuances by the DOLE. The program shall state the following:
 - 7.13.1. Composition of Construction Safety and health Committee.
 - 7.13.2. Specific safety policies which the CONTRACTOR shall observe at the area of construction which include but not limited to Fall Protection, Chemical Hazards, and Materials Handling and Storage.
 - 7.13.3. Penalties and sanctions for violations of the program.
 - 7.13.4. The manner of disposing waste arising from the construction.
 - 7.13.5. The safety program shall include the appointment of a full-time safety officer-in-charge of the implementation of the said program.

8. PAYMENTS

- 8.1. Payments to the CONTRACTOR will made only for the actual accomplishments and/or material utilized, which may be subdivide into progress percentages, specifically 20%, 50%, 75%, and 100% of the total area of the project, certified by SLSU-MTI as performed by the CONTRACTOR in accordance with the plans, specifications and program of works/construction schedule.
- 8.2. Payments in accordance with the above paragraph shall be considered full compensation for furnishing materials, labor, tools and equipment, and for performing all work contemplated and embraced under the contract.
- 8.3. Payment shall be made upon complete submission of all documents required by SLSU as indicated in this Technical Specifications and other contract documents.

- 8.4. It is the responsibility of the CONTRACTOR to ensure that their performance bond is updated and valid until SLSU issue the FINAL Certificate of Acceptance. The CONTRACTOR shall submit the endorsement or amendments to SLSU on extension or revisions to its validity, as maybe necessary, not later than seven (70 days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the performance bond is updated.

9. LIQUIDATED DAMAGES

- 9.1. Failure to comply with the terms and conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount to 1/10 of 1% of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, SLSU may rescind the contract, without prejudice to other courses of action and remedies open to it.

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

“Please refer to the attached Drawings”

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

“Please refer to the attached Bill of Quantities”

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- (k) 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.



SOUTHERN LEYTE STATE UNIVERSITY

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Excellence | Service | Leadership and Good Governance | Innovation | Social Responsibility | Integrity | Professionalism | Spirituality

Vision

By 2040, Southern Leyte State University is a leading higher education institution that advances knowledge and will be known for innovation and compassion for humanity, creating an inclusive society and a sustainable world.

Mission

We commit to be a smart and green University that advances education, technological and professional instruction, research and innovation, community engagement services and progressive leadership in arts, sciences and technology that are relevant to the needs of the global communities. We produce graduates and life-long learners equipped with knowledge that enhances lives and invigorates economic development.

Our Core Values

Excellence - In the spirit of cooperation and collaboration, we strive to deliver the highest quality and value possible through simple, easy and relevant solutions. As we deliver excellence, we give ourselves in a way that exceeds our own expectations.

Service - We do whatever it takes to delight our stakeholders, contribute to the welfare of others, put others above ourselves, and make intentional decisions and actions to benefit others. We believe that public service is public trust.

Leadership and Good Governance - Acknowledging that there is unity in diversity, we strive to exude our influence by being proactive and resilient to achieve success and enabling the success of others. We desire everyone to be empowered to own their work and we minimize unnecessary steps.

Innovation - We generate solutions for our stakeholders' delight and raise the bar -- both within our workplace and throughout the academic community through innovation. We never give up finding creative ways and emerging answers to solve tough problems.

Social Responsibility - We act with honesty, integrity, and thoughtfulness. We believe in the power of the communities we create and serve, our academic family and in giving back to the communities we live in.

Integrity - As we create trust as an academic community, we choose to infuse in our every action with honesty, fairness, and respect for customers and colleagues alike. We strive to do the right thing always, act truthfully and honorably. We do it all even when no one is watching.

Professionalism - We project professionalism in our attire, behavior, attitude, and communication. In the workplace, we observe timeliness, organization, and dedication as we desire to excel in our career.

Spirituality - We lay hold of the truths about our absolute God -- the source of all moral authority, the creator and ruler of the universe, and supreme being. We acknowledge His order of creation, spiritual and delegated authorities, and our identity and personal relationship with Him. Our spirituality in the workplace keeps us aligned and solid with where we are going, what we are doing, and who we are as an academic family and as public servants.

Republic of the Philippines



SLSU MAIN CAMPUS

SOGOD, SOUTHERN LEYTE