

# **PHILIPPINE BIDDING DOCUMENTS**

## **Installation of Cable Tray for Feeder Lines**

2023-COB-19  
ABC = **₱1,000,000.00**

for

Sugar Regulatory Administration

October 16, 2023

# 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.



Republic of the Philippines  
Department of Agriculture

## SUGAR REGULATORY ADMINISTRATION

Sugar Center Bldg., North Avenue, Diliman, Quezon City, Philippines 1101  
TIN 000-784-336  
Website: <http://www.sra.gov.ph>  
Email Address: [srahead@sra.gov.ph](mailto:srahead@sra.gov.ph)  
Tel No. (632) 8929-3633, (632) 3455-2135, (632) 3455-3376

### INVITATION TO BID FOR INSTALLATION OF CABLE TRAY FOR FEEDER LINES (2023-COB-19)

1. The SUGAR REGULATORY ADMINISTRATION, through the Corporate Operating Budget 2023 intends to apply the sum of **One Million Pesos (₱1,000,000.00)** being the ABC for payments under the contract for **Installation of Cable Tray for Feeder Lines / 2023-COB-19**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The SUGAR REGULATORY ADMINISTRATION now invites bids for the above Procurement Project. Completion of the Works is required within thirty (30) calendar days upon receipt of the 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 SUGAR REGULATORY ADMINISTRATION and inspect the Bidding Documents at the address given below from 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on October 17, 2023 to November 7, 2023 from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of ₱1,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
6. The SUGAR REGULATORY ADMINISTRATION will hold a Pre-Bid Conference on October 24, 2023; 11:30 A.M at the SRA-Bacolod Conference Room, Araneta St., Singcang, Bacolod City. This shall be open to prospective bidders who shall have the option to attend either physically or through video conferencing via the Zoom platform.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before November 7, 2023; 8:00 A.M. Late bids shall not be accepted.



Management System  
ISO 9001:2015  
[www.tuv.com](http://www.tuv.com)  
ID 910508567



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 November 7, 2023; 11:30 A.M. at the given address below and will be made available via Zoom platform for those who choose to attend virtually. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The SUGAR REGULATORY ADMINISTRATION 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:

MARIA LUCIA C. SANCHEZ  
RBAC Secretariat Head  
Sugar Regulatory Administration  
Araneta St., Singcang, Bacolod City, Negros Occidental 6100  
sra.rbac@sra.gov.ph  
Tel. (034) 460-8530  
[www.sra.gov.ph](http://www.sra.gov.ph)

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

[www.sra.gov.ph](http://www.sra.gov.ph)  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph)

*October 16, 2023*

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**ATTY. IGNACIO S. SANTILLANA**  
Chairperson  
Regional Bids and Awards Committee

## ***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, SUGAR REGULATORY ADMINISTRATION invites Bids for the **Installation of Cable Tray for Feeder Lines** with Project Identification Number 2023-COB-19.

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

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for 2023 in the amount of One Million Pesos (₱1,000,000.00).

2.2. The source of funding is: Corporate Operating Budget.

## **3. Bidding Requirements**

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

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

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.  
  
A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## 6. Origin of Associated Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

- 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 the specified date and time and either at its physical address SRA Conference Room, Araneta St., Singang, Bacolod City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents Comprising the Bid: Eligibility and Technical Components

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

## 11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

- 14.2. Payment of the contract price shall be made in Philippine Pesos.

## **15. Bid Security**

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

- 15.2. The Bid and bid security shall be valid until March 6, 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	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>The contracts similar to the projects are, as follows:</p> <p>Vertical Infrastructure Projects</p>																											
10.3	<i>None.</i>																											
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>Key Personnel</b></th> <th style="text-align: left;"><b>General Experience</b></th> <th style="text-align: left;"><b>Relevant Experience</b></th> </tr> </thead> <tbody> <tr> <td>Project Construction Engineer</td> <td>Civil Engineer/Licensed</td> <td>10 years</td> </tr> <tr> <td>Project Engineer</td> <td>Civil Engineer</td> <td>5 years</td> </tr> <tr> <td>Electrical Engineer</td> <td>Electrical Engineer/Licensed</td> <td>5 years</td> </tr> <tr> <td>Safety Engineer</td> <td>Electrical Engineer/ Mechanical Engineer/ Civil Engineer</td> <td>2 years with COSH/BOSH Certificate of Training</td> </tr> <tr> <td>Electrician</td> <td>Registered Master Electrician</td> <td>5 years</td> </tr> <tr> <td>General Foreman</td> <td></td> <td>5 years</td> </tr> <tr> <td>Skilled Workers</td> <td></td> <td>3 years</td> </tr> <tr> <td>Laborers</td> <td></td> <td>2 years</td> </tr> </tbody> </table>	<b>Key Personnel</b>	<b>General Experience</b>	<b>Relevant Experience</b>	Project Construction Engineer	Civil Engineer/Licensed	10 years	Project Engineer	Civil Engineer	5 years	Electrical Engineer	Electrical Engineer/Licensed	5 years	Safety Engineer	Electrical Engineer/ Mechanical Engineer/ Civil Engineer	2 years with COSH/BOSH Certificate of Training	Electrician	Registered Master Electrician	5 years	General Foreman		5 years	Skilled Workers		3 years	Laborers		2 years
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10.5	<p>The minimum major equipment requirements are the following:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>Equipment</b></th> <th style="text-align: left;"><b>Capacity</b></th> <th style="text-align: left;"><b>Number of Unit</b></th> </tr> </thead> <tbody> <tr> <td>Welding Machine</td> <td>300A</td> <td>1 unit</td> </tr> <tr> <td>Cutter/Grinder</td> <td>100MM 700W</td> <td>2 units</td> </tr> <tr> <td>Electric Drill</td> <td>½ in O</td> <td>1 unit</td> </tr> </tbody> </table>	<b>Equipment</b>	<b>Capacity</b>	<b>Number of Unit</b>	Welding Machine	300A	1 unit	Cutter/Grinder	100MM 700W	2 units	Electric Drill	½ in O	1 unit															
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Electric Drill	½ in O	1 unit																										
12	<i>None.</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"> <li>a. The amount of not less ₱20,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than ₱50,000.00, if bid security is in Surety Bond.</li> </ol>																											
20	Philippine Contractors Accreditation Board (PCAB) license																											

21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and Programme Evaluation Review Technique / Critical Path Method (PERT/CPM) or other acceptable tools of project scheduling.
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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>Not applicable.</i>
4.1	Upon receipt of the Notice to Proceed
6	The site investigation reports are: The Civil Works Pre-Inspection Report and the Ocular Site Inspection conducted by the prospective Contractor
7.2	Fifteen (15) years.
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 seven (7) days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <u>₱100,000.00</u> .
13	The amount of the advance payment per project is <u>₱150,000.00</u> .
14	<i>Not allowed</i>
15.1	The date by which operating, and maintenance manuals are required is upon issuance of the Certificate of Acceptance.  The date by which "as built" drawings are required is upon issuance of the Certificate of Acceptance.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <u>₱100,000.00</u> .

## *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.

<b>PROJECT</b>	:	<b>INSTALLATION OF CABLE TRAY FOR FEEDER LINES</b>
<b>LOCATION</b>	:	<b>ARANETA ST. SINGCANG BACOLOD CITY, NEGROS OCCIDENTAL</b>
<b>OWNER</b>	:	<b>SUGAR REGULATORY ADMINISTRATION</b>
<b>SUBJECT</b>	:	<b>TECHNICAL SPECIFICATION AND GENERAL REQUIREMENTS</b>
<b>ABC</b>	:	<b>PHP 1,000,000.00</b>
<b>DURATION</b>	:	<b>30 CALENDAR DAYS</b>

## **TECHNICAL SPECIFICATIONS AND GENERAL REQUIREMENTS**

### **GENERAL CONDITIONS**

This project pertains to the INSTALLATION OF STAINLESS CABLE TRAY FOR FEEDER LINES. Should there be a conflict between the plans and the specifications, the latter shall prevail. Where some items of work are not clearly indicated on the plans and in the specifications, standard engineering practice shall be guided for the execution of the unspecified item of works.

### **Scope of Work**

This section shall include the mobilization and demobilization of Contractor's plant, equipment, materials and employee to the site; compliance with the contract requirements; this section shall include the furnishing of labor, materials, transportation, tools, supplies, plant, equipment and appurtenances to complete satisfactorily the construction of the proposed subproject.

### **Mobilization and Demobilization**

The Contractor upon receipt of the Notice to Proceed shall immediately mobilize and transport his plant, equipment, materials and employees to the site and demobilize or remove the same at the completion of subproject.

### **Compliance with Contract Requirements**

Control of on Site Construction. Prior to the start of any definable feature of the work, the Contractor must perform the necessary inspection to include as follows:

- (1) Review of Contract Documents to make sure that material, equipment and products have been tested, submitted and approved.
- (2) Physical examination of materials and equipment to assure its conformity to the specifications, plans, shop drawings and other data.



- (3) As soon as the work has been started the Contractor shall conduct initial inspection to check and review the workmanship in compliance with the contract requirements for a particular item of work.
- (4) The Contractor shall perform these inspections on a regular basis to assure continuing compliance with the contract requirements until completion of a particular type of work

#### **Preconstruction Meetings**

Prior to the start of construction, Contractor's material men or vendors whose presence is required, must attend preconstruction meetings as directed for the purpose of discussing the execution of work.

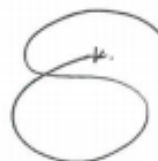
#### **Progress Meetings**

Progress meetings shall be called upon by the following for the purpose of discussing the implementation of the work.

- (1) When called upon by the Engineer or the Procuring Entity or his representative for the purpose of discussing the execution of work. Contractor's material men or vendors whose presence is necessary or requested must attend progress meetings. Each of such meeting shall be held at the time and place designated by the Engineer or his representative.
- (2) Decisions and instructions agreed on these meetings shall be binding and conclusive on the contract. Minutes of this meeting shall be recorded and reasonable number of copies shall be furnished to the Contractor for distribution to various materials men and vendors involved.
- (3) The Contractor may also call for a progress meeting for the purpose of coordinating, expediting and scheduling the work. In such meeting Contractor's material men or vendors, whose presence is necessary or requested are required to attend.
- (4) Progress Reports and Construction Logbook. Contractor shall prepare and submit progress reports to the Engineer weekly and every 30 days for each month from the start of the sub-project's mobilization up to its completion, showing the work completed, work remaining to be done, the status of construction equipment, labor, and materials at the site and deliveries.
- (5) Construction logbook shall be available showing actual works in daily basis including other information such as weather conditions, truck delivery, visitors, etc.

#### **Construction Photographs**

The Contractor shall take photographs during the progress of the work from start to finish of the project, weekly photographs shall be taken. At the completion of one project final photographs shall be taken by the Contractor as directed by the Engineer. Two prints of each photograph shall be sent to the Procuring Entity and one print to the Engineer. The photographs shall be neatly labelled, dated, and identified in a little box in the lower right hand corner, showing the date of exposure, project name, location and direction of view. All negatives and/or electronic copies shall be retained by the Contractor until completion of the work at which time they shall become the property of the Procuring Entity.





### **Cleaning-up**

The Contractor shall at all times keep the construction area including storage area used by him free from accumulations of waste material or rubbish. Upon completion of construction, the Contractor Technical Specifications shall leave the work and premises in clean, neat and workmanlike conditions satisfactory to the Procuring Entity.

### **Documents to be submitted**

The following documents shall be submitted by the Contractor to the Engineer and Procuring Entity prior to final payment and before issuance of final certificate of payment in accordance with the provisions of the Conditions of Contract.

(1) The guarantee required by the Conditions of Contract and any other extended guarantees stated in the technical sections of the specifications.

(2) A set of As-Built drawings shall be submitted showing accurate record of changes or deviations from the contract documents and the shop drawings indicating the work as actually installed. Records shall be arranged in order, in accordance with the various sections of the specifications and properly indexed with certifications of endorsement thereof, that each of the revised print of the drawings and specifications are complete and accurate. Prior to the application for final payment, and as a condition to its approval by the Engineer and the Procuring Entity, the Contractor shall deliver the records, drawings, and specifications.

## **STEELWORKS**

### **DESIGN CONDITIONS**

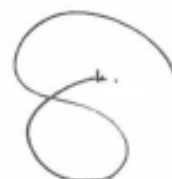
1. All structural steel work shall be in accordance with AISC specifications for the design, fabrication and erection of structural buildings.
2. Materials and parts necessary to complete each item through such work which is not shown or specified shall be included, such as miscellaneous bolts, anchor and support, braces and connection.

### **MATERIALS**

1. All structural steel shapes and plates shall conform to ASTM A-36.
2. Anchor bolts shall conform to ASTM A-141.
3. Cross bracing with turn buckles shall conform to ASTM A-307.
4. Welding electrodes shall conform to AWS A-5.1 or A-5.5: E 60 electrodes.

### **FABRICATION**

1. Field fabrication shall be kept to a minimum and fabrication shall be employed to the greatest extent possible with member's shop fabricated as practicable with a minimum requirement for field connection.

A handwritten signature or mark consisting of a large, stylized 'S' shape with a small arrow pointing to the right from the center of the loop.

prescribed in the AISC specification. Surface to be welded shall be free from loose scale, rust, grease, paint and other foreign materials that will impair the soundness of the weld.

3. Stainless Cable Tray with cover having a length of 2.3m, width of 0.25m, height of 0.1m and thickness of 1mm. Contractor must provide hangers and supports.

#### ERECTION

1. The steel structures shall be erected plumb and true to line and grade. Bracings and support shall be introduced whenever necessary to take care of all loads to which the structure may be subjected. Such bracing shall be left in place as long as may require for safety.

2. Base plates and bearing plates shall be supported on steel wedges until the supported members shall have been aligned and plumb, following which the entire bearing area shall be grouted solid with non-shrink cement grout.

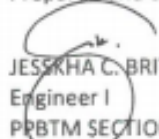
#### PAINTING

All steel work after complete erection, shall be field painted with the type and color specified in the section of painting of this specification. Painting shall not be done on any steel surface that is thoroughly clean and dry.

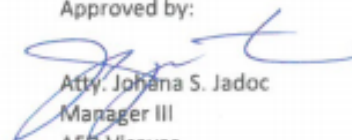
#### ALTERATIONS

No alterations shall be done during the progress of work without the written approval by the supervising Project Engineer, unless otherwise agreed by and between the Owner and the Contractor. All works shall be done in accordance with the approved plans.


Prepared and submitted by:

  
JESSRHA C. BRITANICO  
Engineer I  
PPBTM SECTION

Approved by:

  
Atty. Johana S. Jadoc  
Manager III  
AFD Visayas

Recommending Approval:

  
NOLI T. TINGSON  
Supply Officer IV  
PPBTM SECTION

**PROJECT :** INSTALLATION OF CABLE TRAYS FOR FEEDER LINES  
**LOCATION :** ARANETA ST. SINGCANG BACOLOD CITY, NEGROS OCCIDENTAL  
**OWNER :** SUGAR REGULATORY ADMINISTRATION  
**SUBJECT :** SCOPE OF WORK  
**DURATION :** 30 CALENDAR DAYS

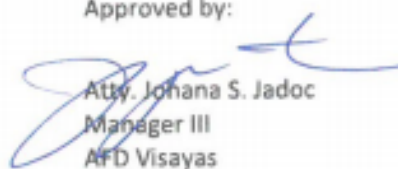
**SCOPE OF WORK**

- I. Mobilization and Demobilization
- ii. Fabrication and Installation of Cable Tray steel support
- III. Fabrication and Installation of Stainless Cable Tray for main feeder line
- IV. Relocation of existing main feeder line to newly installed Cable Tray
- V. Chipping of concrete wall where electrical wiring runs through
- VI. Painting of all steel works with epoxy primer paint
- VII. Repainting of all chipped walls where electrical wiring runs through
- VIII. Cleaning the area after work completion


Prepared and submitted by:

  
JESSKHA C. BRITANICO  
Engineer I  
PPBTM SECTION

Approved by:

  
Atty. Johana S. Jadoc  
Manager III  
AFD Visayas

Recommending Approval:

  
NOLL T. TINGSON  
Supply Officer IV  
PPBTM SECTION

***Additional Requirements:***

Bidders are required to submit two (2) additional hard copies of the first and second components of their Bid/s.

Bidders are required to put tabs (document name) with proper labeling in all documents to be submitted with the same number as indicated in the Checklist of Technical and Financial Document, in order to facilitate efficiency in evaluating all the documents.

## *Section VII. Drawings*

Refer to Bid Supplement









## ***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.

**Project Title**                    **INSTALLATION OF CABLE TRAY FOR FEEDER LINES**  
**ABC**                                    **: Php            1,000,000.00**  
**Location**                            **: Sugar Regulatory Administration, Araneta Street, Singcang, Bacolod City**  
**Completion Period**                **: 30 Calendar Days**

**BILL OF QUANTITY**

Item/Description	Qty.	Unit	Unit Cost	Amount
A. Mobilization		Lot		
B. Dirty Works		Lot		
C. Steel Works		Lot		
<b>GRAND TOTAL COST PROJECT</b>		<b>P</b>		<b>-</b>
<b>SAY, ABC</b>		<b>P</b>		



## ***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;

*In case any of the eligibility documents per Annex A of the PhilGEPS Certificate of Registration is expired, all copies (current and valid) of SEC/DTI Registration, Mayor’s Permit, Tax Clearance, and Audited Financial Statements shall be submitted along with the PhilGEPS Certificate.*

#### 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) and to include the latest Audited Financial Statements.

***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.

Republic of the Philippines



Government Procurement Policy Board