

**REHABILITATION OF WATER
IMPOUNDING (SHORT OF
AWARD)
(2021-SIDA-03)**

for

Sugar Regulatory Administration

September 1, 2021

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Glossary of Terms and Abbreviations

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 the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.

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

INVITATION TO BID FOR *REHABILITATION OF WATER IMPOUNDING* (*SHORT OF AWARD*)

1. The *Sugar Regulatory Administration*, through the funding year 2021 intends to apply the sum of PhP5,000,000.00 being the Approved Budget for the Contract (ABC) to payments under the contract for REHABILITATION OF WATER IMPOUNDING (SHORT OF AWARD)(2021-SIDA-03). Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The Sugar Regulatory Administration now invites bids for REHABILITATION OF WATER IMPOUNDING (SHORT OF AWARD). Completion of the Works is required by December 31, 2021. 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 a non-discretionary “*pass/fail*” criterion as specified in the 2016 IRR of 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 September 1, 2021 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 PhP 5,000. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The Sugar Regulatory Administration will hold a Pre-Bid Conference on September 9, 2021 1:30 p.m. at SRA Bacolod Conference Room and or through videoconferencing/web-casting via Microsoft Teams platform.(Link will be provided), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below. on or before September 21, 2021 9:00 AM. 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 September 21, 2021 9:30 AM at the given address below and/or through video-conferencing/webcasting via Microsoft Teams platform. Link will be provided.. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.
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 Section 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.

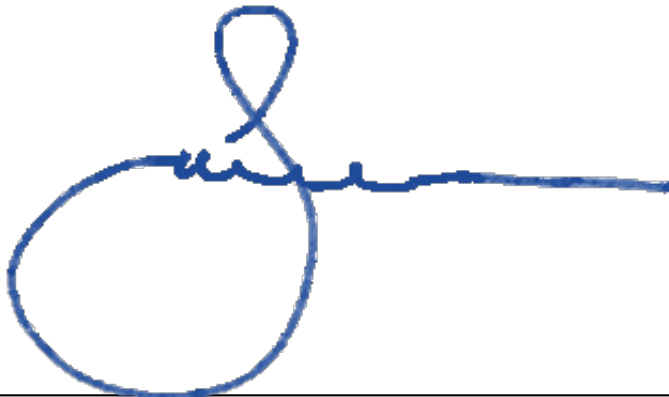
11. For further information, please refer to:

MARIA LUCIA C. SANCHEZ
Sugar Regulatory Administration
Araneta St., Singcang, Bacolod City Negros Occidental 6100
Email: sra.rbac@sra.gov.ph
Telephone: 034 460 8530
Fax No: None
www.sra.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.gppbgovph.com

For online bid submission: www.gppbgovph.com

A handwritten signature in blue ink, consisting of a large, stylized initial 'I' followed by a series of loops and a long horizontal stroke extending to the right.

ATTY. IGNACIO S. SANTILLANA

Section II. Instruction to Bidders (ITB)

1. Scope of Bid

The Procuring Entity, Sugar Regulatory Administration invites Bids for the REHABILITATION OF WATER IMPOUNDING (SHORT OF AWARD), with identification number 2021-SIDA-03.

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

2. Source of Funds

2.1 The GOP through the source of funding as indicated below for 2021 in the amount of PhP5,000,000.00.

2.2 The source of funding is: GOCC and GFIs, the proposed Corporate Operating Budget

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive 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 Sections 23.4.1 and 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 or Contracting of Works or Services 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 September 1, 2021 12:25 AM at SRA Bacolod Conference Room and/or through video-conferencing/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 **Invitation to Bid**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

10.2 If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No.

13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.3 A valid PCAB License is required 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 personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) shall be 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 **Invitation to Bid** 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 September 1, 2021. 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 **Invitation to Bid**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

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

19.2 If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

19.3 In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184, if applicable, 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

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 project includes the following but not limited to: Removal/Demolition/Clearing Works; Excavation Works; Concreting and boulder rip raping works; Metal Works and Fabrication Works; Repair Works; Plumbing Works</p>																								
10.3	<p>These key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">General Experience</th> <th style="text-align: center;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td>Project Construction Manager</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>Safety Officer</td> <td>Electrical Engineer/Civil Engineer/Mechanical Engineer</td> <td>2 years with COSH or BOSH certificate of training</td> </tr> <tr> <td>Gen. Foreman</td> <td></td> <td>5 years</td> </tr> <tr> <td>Heavy Equipment Operators</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>	Key Personnel	General Experience	Relevant Experience	Project Construction Manager	Civil Engineer/Licensed	10 years	Project Engineer	Civil Engineer	5 years	Safety Officer	Electrical Engineer/Civil Engineer/Mechanical Engineer	2 years with COSH or BOSH certificate of training	Gen. Foreman		5 years	Heavy Equipment Operators		5 years	Skilled Workers		3 years	Laborers		2 years
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10.4	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Equipment</th> <th style="text-align: center;">Capacity</th> <th style="text-align: center;">Number of Units</th> </tr> </thead> <tbody> <tr> <td>Backhoe, crawler type</td> <td>0.8m³, 60 cu.m./hr</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Bulldozer</td> <td>140 Hp, 55 cu.m./hr</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Dump Truck</td> <td>10-11 cu.m. capacity</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Plate Compactor</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Cement Mixer</td> <td>1 bagger</td> <td style="text-align: center;">2</td> </tr> </tbody> </table>	Equipment	Capacity	Number of Units	Backhoe, crawler type	0.8m ³ , 60 cu.m./hr	1	Bulldozer	140 Hp, 55 cu.m./hr	1	Dump Truck	10-11 cu.m. capacity	1	Plate Compactor		1	Cement Mixer	1 bagger	2						
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12	None. Since this project is not a Design and Build Scheme.																								
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> <p style="margin-left: 40px;">a. The amount of not less than PhP 100,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than PhP 250,000.00, if bid security is in Surety Bond.</p>																								
22	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																								

ITB Clause	
	tools of project scheduling.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

If sectional completion is specified in the **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 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 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 request 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

GCC Clause	
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 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 PhP 500,000.00.
13	The amount of the advance payment is ?750,000.00
15.1	The date by which operating and maintenance manuals are required is December 29, 2021. The date by which "as built" drawings are required is December 29, 2021.
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 PhP 500,000.00.

Section VI. Specifications

NAME OF PROJECT : REHABILITATION OF WATER IMPOUNDING
LOCATION : LGAREC, LA CARLOTA, NEGROS OCCIDENTAL
OWNER : SUGAR REGULATORY ADMINISTRATION
SUBJECT : TECHNICAL SPECIFICATIONS
ABC : PHP 5,000,000.00
DURATION : 120 CALENDAR DAYS

I. GENERAL REQUIREMENTS

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 employee 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.
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.
- (2) 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.

Progress Reports and Construction Logbook

The 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

actual works in daily basis including other information such as weather conditions, truck delivery, visitors, etc.

Shop Drawings

The Contractor shall submit and furnish shop drawings and samples accompanied with transmittal forms in accordance with the provision of the Conditions of Contract.

(1) Transmittal forms shall be filled out in typewritten or ink with no alterations or interlineations unless initialled and dated before submittal. Shop drawings shall be submitted as the same size as the contract drawings when practicable, but in no case it shall exceed dimension of the contract drawings. The Contractor shall make preliminary check of all shop drawings for compliance with the contract documents and he shall stamp each print with statement of compliance with the requirements. The contractor may authorize his supplier to deal directly with the Engineer with regard to shop drawings; however ultimate responsibility for accuracy and completeness in the submittal shall remain with the Contractor.

(2) The said shop drawing and transmittal shall be submitted at a time sufficiently early, to allow review of the same by the Engineer and to accommodate the rate of construction progress required under the contract. The contractor shall submit print copies of shop drawings with transmittal forms, and copies of brochures with transmittal forms, as required by the Engineer.

(3) Any shop drawings and samples, submitted not accompanied by transmittal forms or where all applicable items on the forms are not completed will be returned for re-submittal. The Engineer who will check and evaluate mentioned shop drawings will retain print copy for his file and return the rest to the Contractor with notation. Returned shop drawings marked "No Exceptions Taken" or "Make Corrections Noted", means formal revision of said drawings will not be required. If it is marked "Amend-Resubmit" or "Rejected-Resubmit", the Contractor shall revise said drawing and shall submit revised drawing to the Consultant.

(4) The Engineer shall process the submission and indicate the appropriate action on the shop drawings and transmittal forms. Construction of an item shall not be commenced before the Engineer has reviewed the pertinent shop drawing and returned it to the Contractor, marked as mentioned above. Revisions indicated on shop drawing shall be considered as changes necessary to meet the requirements of the contract drawings and specifications, and shall not be taken as the basis of claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay, resulting from having Contractors make the required revisions, unless review by the Engineer was delayed beyond reasonable period of time and unless the Contractor can establish that such delay in revision resulted in delay of the project. Re-submittal procedure shall follow the same procedure as the initial submittal.

Construction Photographs

The Contractor shall take photographs during the progress of the work once a month, all taken where directed by the Engineer. 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.

II. EXCAVATION

All excavation shall be made to grade indicated in the drawings. The materials to be excavated shall include: any rock, earth and other materials of any nature description encountered in obtaining the indicated lines and grades. No fill or other surcharge loads shall be placed adjacent to any building or structure unless such building or structure is capable of withstanding the additional Loads caused by the fill surcharge.

III. BACKFILLING AND COMPACTION

When the concrete poured on the foundations has hardened and can already withstand the pressure resulting from fills, the materials removed from excavations shall be used for backfilling them. The fills and backfills shall be placed in layers not more than 150mm (6") in thickness. Each succeeding layer shall be thoroughly compacted by wetting, tamping and rolling.

IV. PLAIN AND REINFORCED CONCRETE

A. General Requirements

1. Acronymns

The following acronyms for applicable standards/publications are referred to in this specification:

- a. ASTM – American Society for Testing Materials
- b. ACI – American Concrete Institute
- c. AWS – American Welding Society
- d. AISC – American Institute of Steel Construction

2. Standard Specifications and Codes

The work covered by this Section unless otherwise specified or detailed, shall be governed by the Building Code requirements for Reinforced Concrete (ACI – 318), Standard Code for the Arc and Gas Welding Society. The latest edition of all standard specification or codes will be used.

3. Coordination

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

4. Workmanship

The Contractor shall be responsible for any additional cost which may result from concrete surfaces which are not finished to the required profile or elevation.

5. Samples

The Contractor shall submit samples of cement and aggregates proposed for use in concrete work approval, enumerating names, sources and description of materials.

B. Materials Requirements

1. Portland Cement

- a. Portland cement shall conform to the requirements of ASTM C-150 Type for normal Portland cement; Type III for High Early Strength Portland Cement. Cement shall be any standard commercial brand in 40 kilograms per bag.

2. Fine Aggregates

Sand shall be clean, hard, coarse river sand or crushed sand free from injurious amount of clay loam and vegetable matter and shall conform to ASTM C-33 or C-330.

3. Coarse Aggregates

Gravel shall be river run gravel or broken stones. The maximum size shall be 1/5 of the nearest dimension between sides of forms of the concrete, or 3/4 of the minimum clear spacing between reinforcing bars, between rebars and forms whichever is smaller.

4. Mixing Water

Water used in mixing concrete shall be clean and free from injurious amount of oils, acids, alkali, organic materials or other deleterious substances.

5. Admixture

All air-entraining admixtures if used shall conform to ASTM C-260. Water reducing admixtures, retarding admixtures, and water reducing and accelerating admixtures, if used, shall conform to the requirements of ASTM C-494.

C. Proportioning of Concrete Mixture

All concrete works for this project shall be undertaken in accordance with the standard specifications for plain and reinforced concrete as approved by the Government.

The following proportions of concrete shall be used for various parts of the building:

1. Footings and Columns.....Class A (1 :2 : 4)
2. Girders, Beams and Slabs.....Class A (1 :2 : 4)
3. Septic Vault Cover.....Class A (1 :2 : 4)
4. Concrete Hollow Block Footings.....Class B (1: 2 ½ : 5)
5. Concrete Slab on fill.....Class B (1: 2 ½ : 5)

Class A concrete shall be a mixture of 1 part cement, 2 parts fine aggregates and 4 parts coarse aggregates by volume, plus enough water to make the mixture into a pliable paste.

Class B concrete shall be a mixture of 1 part cement, 2 1/2 parts fine aggregates and 5 parts coarse aggregates by volume, plus enough water to make the mixture into a pliable paste.

Class C concrete shall be a mixture of 1 part cement, 3 parts fine aggregates and 6 parts coarse aggregates by volume, plus enough water to make the mixture into a pliable paste.

The fine aggregates for concrete shall consists of natural sand or of inert materials with similar characteristics, having hard, clean and durable grains, free from organic matters or loam.

The coarse aggregates for concrete shall be of crushed rock or durable qualities, or clean and hard gravel. Size of the coarse aggregates to be used shall vary from 200mm (3/4") to 400mm (1 1/2").

Concrete slabs on fill shall be poured on a layer of hard gravel fill spread over well-compacted and thoroughly tamped earth fill. Each concrete slab course to be poured shall not be more than one meter wide, and each course shall be poured alternatively to the indicated floor finishes.

D. Steel Reinforcing Bars

Steel reinforcing bars to be used for this project shall consists of standard deformed structural bars meeting ASTM A-305 specifications.

The steel reinforcements for concrete shall be formed accurately according to sizes of the columns, beams, girders, footings, slab, etc., where they are to be used. They shall be tied together each bar intersection with gauge no. 16 G.I. tie wire or by welding and it shall conform with ASTM A-82.

No steel bars shall be installed unless it is free from rust, scale or other coating which would destroy or reduce the bond with concrete. The reinforcement bars must be positioned such that there is space between the steel at the sides and bottom of the forms.

E. Forms

Forms shall conform to the shape, lines and dimensions shown on the drawings. They shall be substantial and designed to resist the pressure and weight of the concrete.

Forms shall be properly tied and braced and shored so as to maintain their position and shape. Forms shall be sufficiently tight and strong to prevent leakage.

Removal of forms or shoring is subject to approval by the Engineer and under no circumstances shall bottom form and shoring be removed until after the members have acquired sufficient strength to support their weight and the load thereon. Forms shall remain in place for a minimum time as follows:

Foundation.....	1 days
Walls.....	2 days
Beams and suspended slabs.....	14 days

V. MASONRY

The work covered by this item shall include the following:

1. Furnishing of all necessary materials, tools and equipment, and labor necessary to complete the execution of the concrete masonry work as shown on the drawings and herein specified.
2. All preparation for masonry work necessary to receive and adjoin other work, including provision for inserts and attachments as noted in the plans and specifications which shall be installed under the terms of this work.
3. Furnishing of all reinforcing steel for concrete masonry work and their placement including those not provided for under their section but necessary for prosecution of the work.

4. Arranging for the necessary storage space and protection for materials at the job site.
5. Providing assistance and facilities for all inspections by the Owner or his authorized representative as required in the course of execution of the work.
6. Arranging for furnishing test specimens and samples of materials as may be required.

Material Requirements

The following materials to be used under this section of the specifications shall conform to the masonry standards as indicated:

1. Cement to conform with ASTM C-150
2. Sand or fine aggregates shall be clear, sharp and well graded and free from injurious amount of dust, lumps, shale, alkali, surface coatings and organic matter.
3. Lime: Hydrated lime shall conform with ASTM C-207.
4. Quick lime shall conform with ASTM C-5 specifications. Quicklime shall be slaked and then screened through a 16 mesh sieve.

Mortar and grout

All cells of concrete hollow blocks to be laid shall be filled with cement mortar mixture of 1 part cement and 3 parts sand, by volume. The horizontal joints between units shall be provided with 1:3 cement mortar mix at least 10mm thick.

Concrete Hollow block size

Walls.....4" X 8" X 16"

Reinforcing steels

1. Minimum requirements for deformed steel bars shall conform to ASTM A-305.
2. Wire reinforcement shall also conform with ASTM A-82.
3. Reinforcement shall be clean and free from loose, rust, scales and any coating that will reduce bond.
4. Schedule of CHB reinforcement shall be as follows:

Block Thickness mm	Horizontal Reinforcement	Vertical Reinforcement
100	10mmØ @ 600mm o.c.	10mmØ @ 600mm o.c.

Plastering

The Contractor shall furnish all cement plaster materials, labor and tools and equipment required in undertaking cement plaster finish as shown on the plans and in accordance with this specification.

Cement plaster finish shall be true to details and plumbed. Finish surface have no visible junction marks where one day's work adjoins the other.

Cement plaster finish shall not be applied directly to the concrete or masonry surface that been coated with bituminous compound and surface that had been painted or previously plastered.

VI. BOULDER RIPRAP

The works includes the preparation of materials for wall riprapping. The boulders shall have a minimum diameter of 100mm. Placed in layers supported with mortar/concrete based.

Plastering

The contractor shall furnish all cement plaster materials, labor, tools and equipment required in undertaking cement plaster finish as shown in the plans and in accordance with the specification.

Cement plaster finish shall be true to details and plumbed. Finish surface have no visible junction marks where one day's work adjoins the other.


VII. ROOF AND ROOF FRAMING

All materials to be used must be standard and shall embark the specification listed in the drawing and program of works.

IX. PLUMBING WORKS

All works included in this division shall be done in accordance to the rules and regulations of the National Plumbing Code of the Philippines or shall be subject to the specifications stated in the program of works.

Prepared and submitted by:



MICHAEL R. HAMAYBAY
COS-Agricultural Biosystems Engineer I

Checked and reviewed by:

 08/12/21
ENGR. NORMEL L. FAJARITO
Civil Engineer, TWG-Infra Projects

Noted by:


MA. LOURDES C. ALMODIENTE, Dr. Dev.
OIC-Agr'l. Research/Support Services Div.


MA. LOURDES I. DORMIDO
OIC – Manager III, RDE Visayas

Recommending Approval:


ATTY. IGNACIO S. SANTILLANA
Deputy Administrator II, RDE

Approved by:


ENGR. HERMENEGILDO R. SERAFICA
Administrator, Sugar Regulatory Administration

NAME OF PROJECT : REHABILITATION OF WATER IMPOUNDING
LOCATION : LGAREC, LA CARLOTA, NEGROS OCCIDENTAL
OWNER : SUGAR REGULATORY ADMINISTRATION
ABC : PHP 5,000,000.00
DURATION : 120 CALENDAR DAYS

SCOPE OF WORK

1. Mobilization and Demobilization;
2. Clearing and grubbing;
3. Dewatering of pond area;;
4. Demolition of existing gates, pumphouse structure;
5. Lay-out and staking;;
6. Removal and uprooting of cut trees left-over around the pond;
7. Construction of temporary temfacil/bunkhouse;
8. Excavation of pond area, side barrow, and pipe trenching;
9. Removal of old irrigation pipelines;
10. Installation of new irrigation pipes and fittings;
11. Dike forming and side slope establishment;
12. Compaction works;
13. Hauling of materials;
14. Concrete footing works;
15. Lay-out, fabrications and installations of rebars and forms for water control gates;
16. Riprapping works;
17. Concrete pouring on slabs, concreted walls;
18. Fabrications of steel gates, perforated plates and installations;
19. Backfilling of depressions and concrete tapping of riprapped walls;
20. Lay-out, staking of pumphouse;
21. Footing excavations, rebar fabrication and forms making for footings, column and beam;
22. Concrete pouring, hollow blocks setting;
23. Installation of fabricated roof frames, grills and entrance gate;
24. Curing, finishing works;
25. Site clearing after work completion.

Prepared and submitted by:


MICHAEL R. HAMAYBAY
 COS-Agricultural Biosystems Engineer I

Checked and reviewed by:


ENGR. NORMELL L. FAJARITO
 Civil Engineer, TWG-Infra Projects

Noted by:


MA. LOURDES C. ALMODIENTE, Dr. Dev.
 OIC-Agr'l. Research/Support Services Div.


MA. LOURDES I. DORMIDO
 OIC – Manager III, RDE Visayas

Recommending Approval:

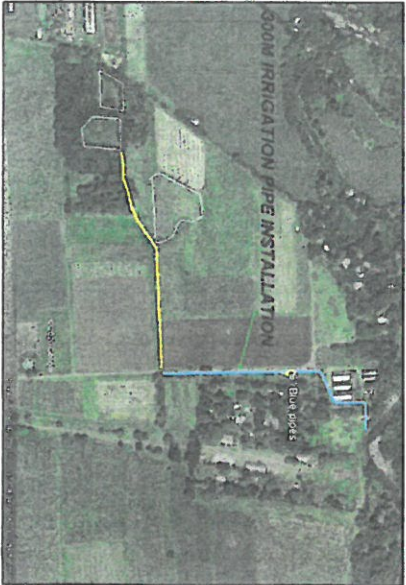

ATTY. IGNACIO S. SANTILLANA
 Deputy Administrator II, RDE

Approved by:

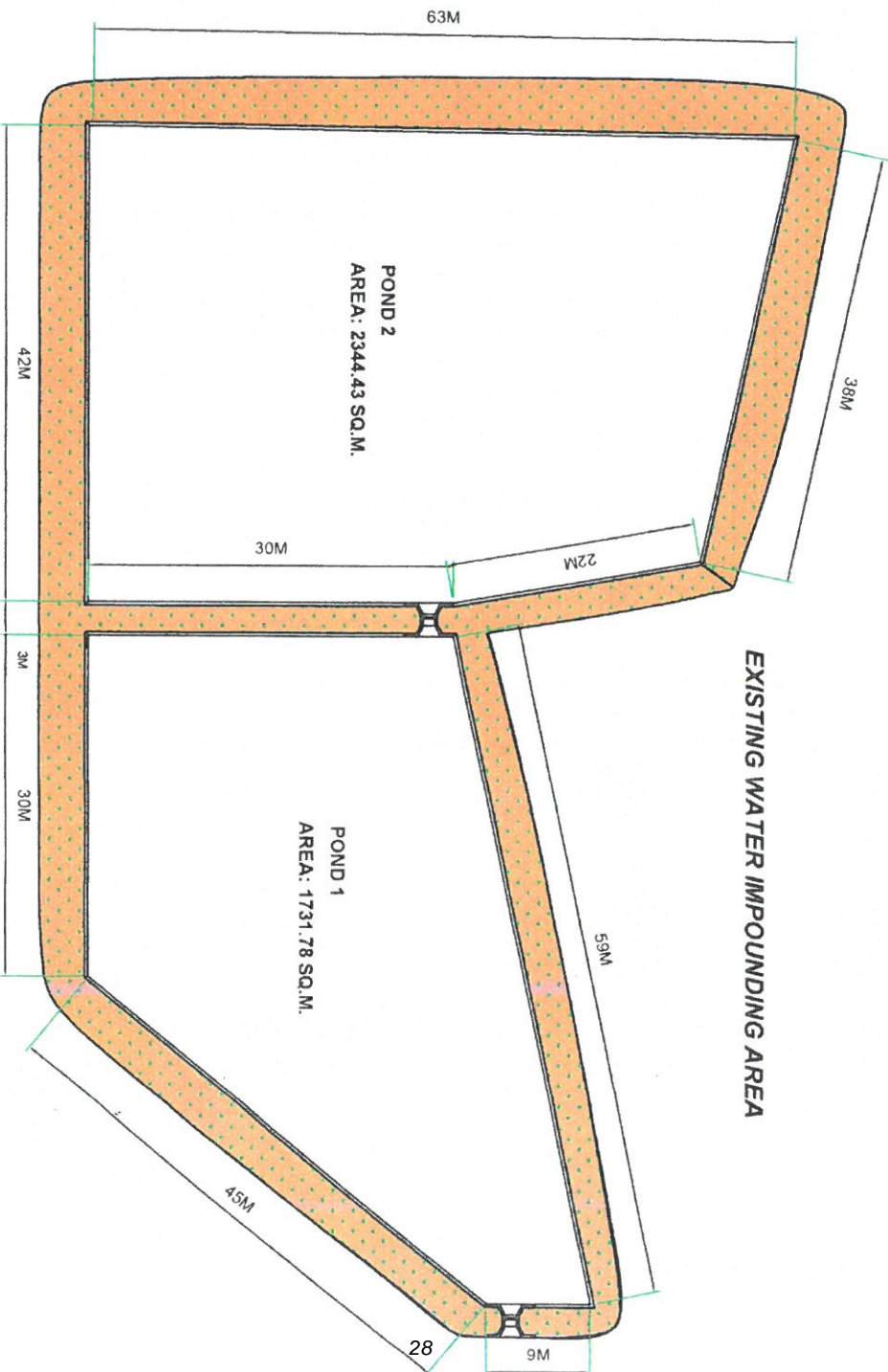

ENGR. HERMENEGILDO R. SERAFICA
 Administrator, Sugar Regulatory Administration

Section VII. Drawings

THIS SITE



LOCATION MAPS



SUGAR REGULATORY ADMINISTRATION

REHABILITATION OF WATER IMPOUNDING

Prepared by

MICHAEL R. HAMA YBAY

Checked by
FAJARITO

Noted by

MA. LOURDES C. ALMOGENTE, Dr. Div.

MA. LOURDES I. DORMIDO

Recommended by

ATTY. IGNADIO S. SANTILLANA

Approved by

HERMENEGILDO R. SERAFICA

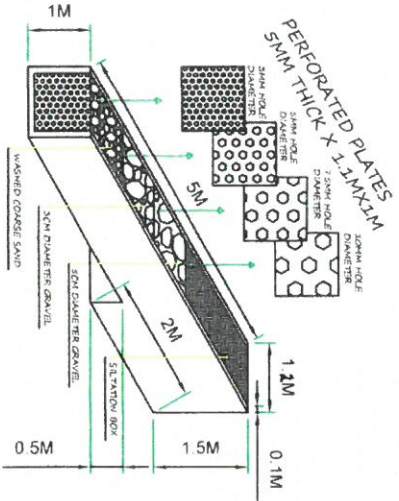
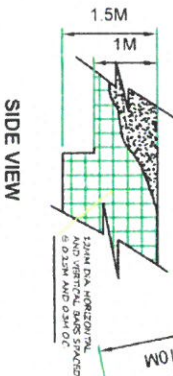
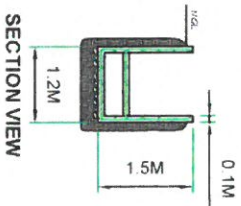
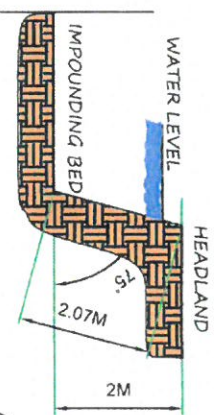
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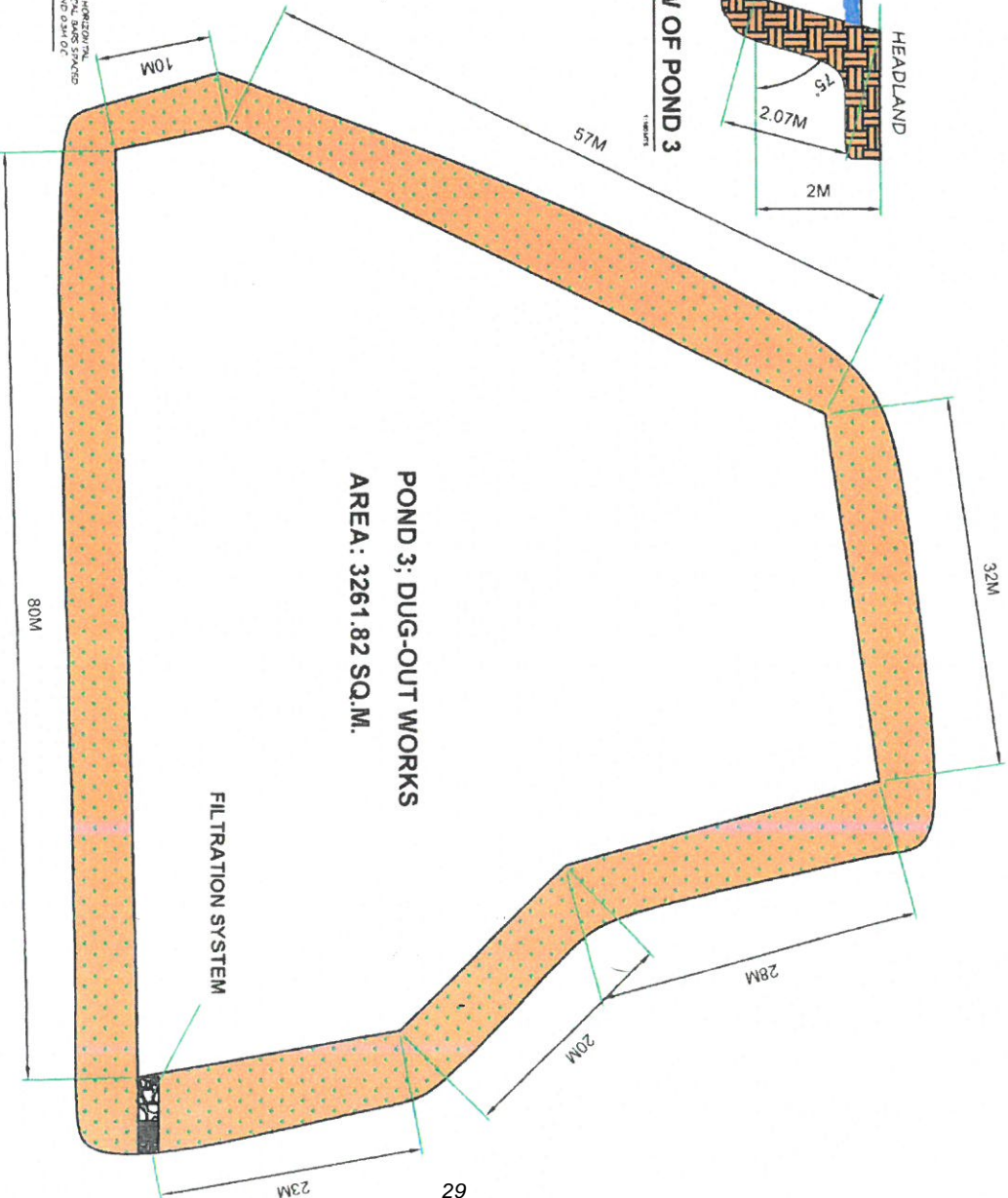
LOCATION MAP

SECTION VIEW OF POND 3
SCALE: 1:1000



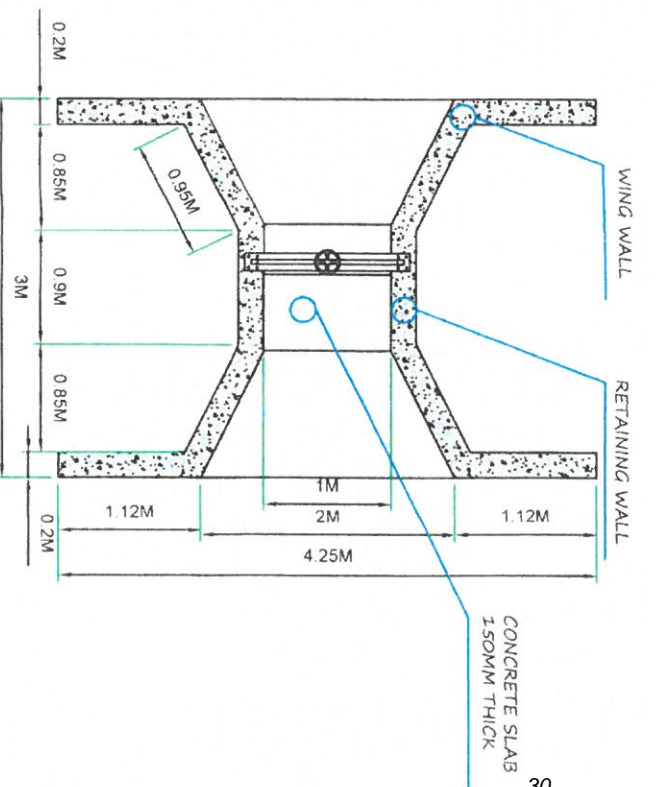
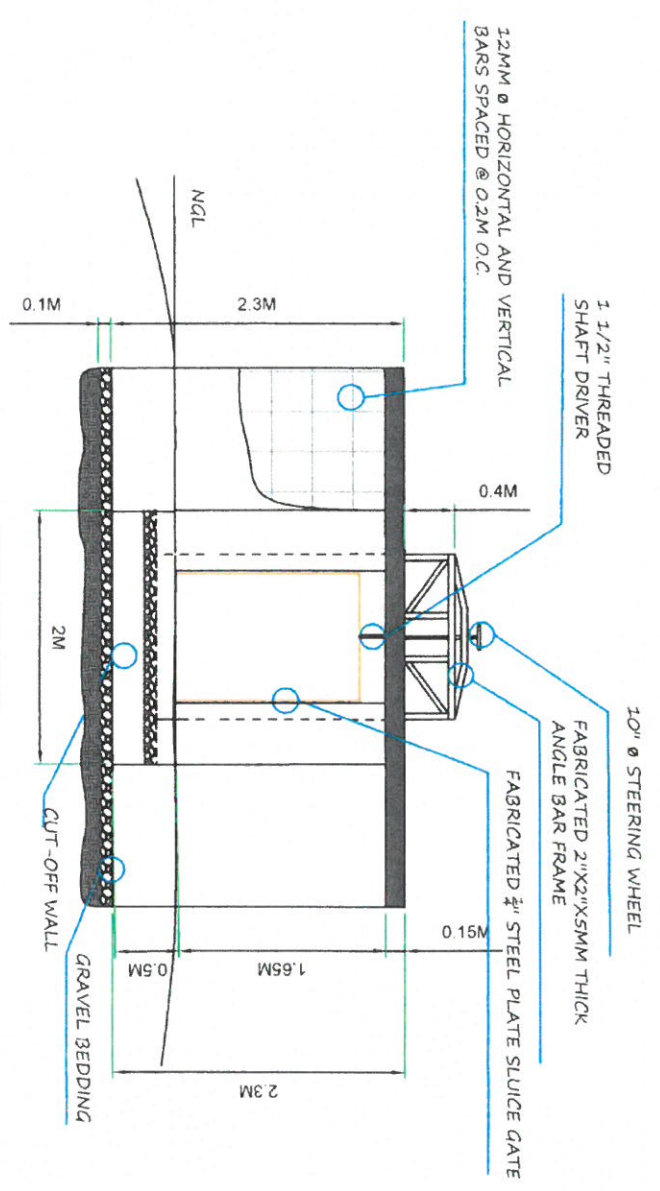
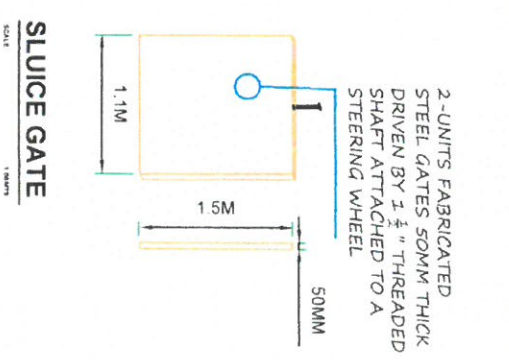
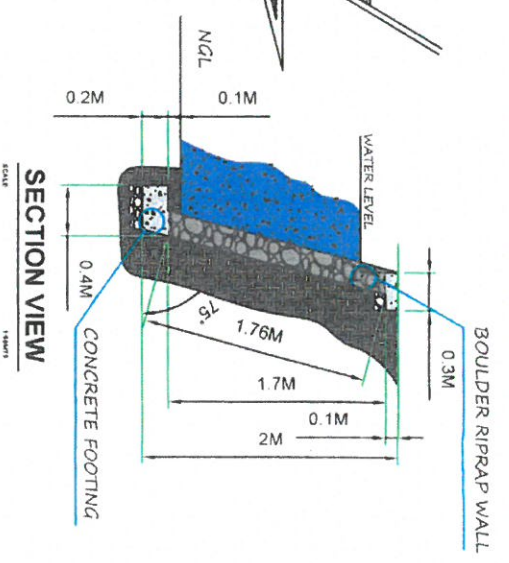
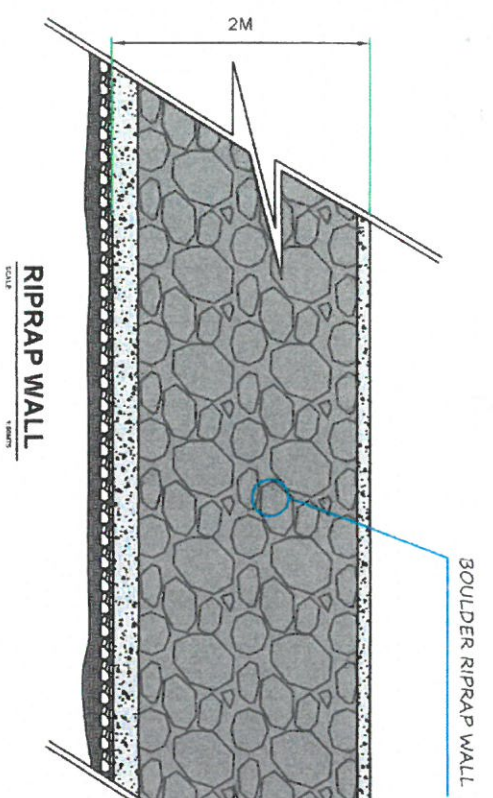
ISOMETRIC VIEW

SEDIMENT FILTERING STRUCTURE
SCALE: 1:1000



POND NUMBER 3

	Engineering Agency SUGAR REGULATORY ADMINISTRATION	Project Title REHABILITATION OF WATER IMPOUNDING	Prepared by MICHAEL R. HAMMAYAY	Checked and Reviewed by MORRIS DE LA JARITO	Noted by MA. LOURDES I. DORMIDO	Recommended by ATTY. IGNACIO S. SANTILLANA	Approved by HERMENEGILDO R. SERAFICA
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Section VIII. Bill of Quantities

Project Title : REHABILITATION OF WATER IMPOUNDING
ABC : Php 5,000,000.00
Location : LGAREC, La Carlota City, Negros Occidental
Completion Period : 120 Calendar Days

BILL OF QUANTITY

Item/Description	Qty.	Unit	Unit Cost	Amount
A. Mobilization and Demobilization	1.00	lot	-	-
B. Construction of Temporary Temfacil/Bunkhouse	1.00	lot	-	-
C. Removal/Demolition/Clearing Works	1.00	lot	-	-
D. Earth Moving Works (manual and mechanized; includes operator, helper, fuel, and oil)	12,637.96	cu.m.	-	-
E. Concreting and boulder riprapping works	1.00	lot	-	-
F. Metal Works and Fabrication	1.00	lot	-	-
G. Reconstruction of Pumphouse	1.00	lot	-	-
H. Plumbing Works (removal of old and installation of new pipes)	1.00	lot	-	-
GRAND TOTAL COST OF PROJECT		P		
SAY, ABC		P		

Project Title : REHABILITATION OF WATER IMPOUNDING
 ABC : Php 5,000,000.00
 Location : LGAREC, La Carlota City, Negros Occidental
 Completion Period : 120 Calendar Days

PROGRAM OF WORKS AND DETAILED ESTIMATES WITH COST BREAKDOWN

Item No.	Work Description	Qty.	Unit	Rate	Direct Cost			Indirect Cost			Total Indirect Cost	Total Amount	Unit Cost
					Materials	Labor	Total Direct Cost	OCM	Contractor's Profit	VAT			
1	2	3	4	5	6	7	8	9	10	11	12	13	14
A.	Mobilization and Demobilization	1.00	lot		(5X3)	(40% of 6)	(6+7)	(10% of 8)	(10% of 8)	(7% of 8)	(9+10+11)	(8+12)	(13/3)
	Sub-Total												
B.	Construction of Temporary Temfacil/Bunkhouse	1.00	lot										
	Sub-Total												
C.	Removal/Demolition/Clearing Works Clearing and Grubbing including root uprooting Curing and clean up/disposal of garbage	1.00	lot										
	Sub-Total												
D.	Earth Moving Works (manual and mechanized; includes operator, helper, fuel, and oil) Excavation works, muddy area Backhoe, crawler type, 0.8m ³ , 60 cu.m./hr Bulldozer, 140 Hp, 55 cu.m./hr Dump Truck, 10-11 cu.m. capacity Plate Compactor	12,637.96	cu.m.										
	Sub-Total												
E.	Concreting and boulder riprapping works Deformed Steel bars, 12mm Ø x 6m Portland Cement Washed Sand	1.00	lot										
	Sub-Total												

Section IX. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or all of the following:
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (e) Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) 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
- (g) 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
- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid;
and
- (i) 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
- (j) 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
- (k) 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

- (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
and
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (n) If applicable, duly signed joint venture agreement (JVA) in accordance with R.A. 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

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

Other documentary requirements under RA No. 9184

- (q) 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
- (r) Cash Flow by Quarter.