

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of INFRASTRUCTURE PROJECTS**

(Rehabilitation and Upgrading of the  
COA Regional Office No. III  
Gymnasium at  
City of San Fernando, Pampanga)

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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

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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  
**COMMISSION ON AUDIT**  
Regional Office No. III  
Government Center, City of San Fernando, Pampanga  
Tel./Fax No. (045)455-4273 /RD: (045)455-4266  
/ARD: (045)455-4267  
Email Address: coaregion3@yahoo.com

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## **Invitation to Bid for the Rehabilitation and Upgrading of the COA Regional Office No. III Gymnasium at City of San Fernando, Pampanga**

1. The **COA Regional Office No. III**, through the General Appropriations Act for CY 2022 intends to apply the sum of **Four Million Two Hundred Fifteen Thousand One Hundred Seventeen Pesos (₱4,215,117.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Rehabilitation and Upgrading of the COA Regional Office No. III Gymnasium at City of San Fernando, Pampanga**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **COA Regional Office No. III** now invites bids for the above Procurement Project. Completion of the Works is required **January 25, 2023**. 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 **COA Regional Office No. III** and inspect the Bidding Documents at the address given below from Monday to Thursday, **8:00AM – 5:00PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **August 23, 2022 to September 12, 2022** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (₱5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees manually or electronically, before the opening of bids.
6. The **COA Regional Office No. III** will hold a Pre-Bid Conference<sup>1</sup> on **August 30, 2022, 9:00AM** at **3<sup>rd</sup> Floor PDC, COA Regional Office No. III**. and/or through

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

videoconferencing/webcasting *via* Cisco Webex, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **September 12, 2022**. 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 12, 2022 (9:05AM)** at the given address below and/or through Cisco Webex. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **COA Regional Office No. III** 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:


*Ms. Carmen P. Siron/Ms. Rowena R. Henson  
BAC Secretariat  
COA Regional Office No. III  
Maimpis, City of San Fernando, Pampanga  
Telefax (045) 455-4273  
meng1602@yahoo.com*

12. You may visit the following websites:

For downloading of Bidding Documents:  
[www.coaregion3.com/bids-and-awards/invitations-to-bid](http://www.coaregion3.com/bids-and-awards/invitations-to-bid)

*[August 22, 2022]*

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**BETTINA M. SAN ANTONIO**  
Chairperson, 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, **COA Regional Office No. III** invites Bids for the **Rehabilitation and Upgrading of the COA Regional Office No. III Gymnasium at City of San Fernando, Pampanga.**

#### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for General Appropriations Act for CY 2022 in the amount of **Four Million Two Hundred Fifteen Thousand One Hundred Seventeen Pesos (₱4,215,117.00).**

2.2. The source of funding is NGA, the National Expenditure Program.

#### **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**

The Procuring Entity has prescribed that Subcontracting is not allowed.

#### **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **3<sup>rd</sup> Floor PDC, COA Regional Office No. III** and/or through Cisco Webex as indicated in paragraph 6 of the **IB**.

#### **9. Clarification and Amendment of Bidding Documents**

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, 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**

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 *January 9, 2023*. 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 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 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

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

## **21. Signing of the Contract**

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



## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet (BDS)**

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

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

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

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

# Bid Data Sheet

ITB Clause																						
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Rehabilitation and Upgrading of the COA Regional Office No. III Gymnasium at City of San Fernando, Pampanga																					
7.1	Not Applicable																					
10.3	None																					
10.4	The key personnel must meet the required minimum years of experience set below:																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: left;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Engineer</td> <td style="text-align: center;">5 years</td> <td>General Engineering</td> </tr> <tr> <td>Electrical Engineer</td> <td style="text-align: center;">5 years</td> <td>Power and Electrification</td> </tr> <tr> <td>Foreman</td> <td style="text-align: center;">5 years</td> <td>General Construction</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Engineer	5 years	General Engineering	Electrical Engineer	5 years	Power and Electrification	Foreman	5 years	General Construction									
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10.5	The minimum major equipment requirements are the following:																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: left;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Backhoe PC-100</td> <td style="text-align: center;">.5cu.m.</td> <td>One (1)</td> </tr> <tr> <td>Dumptrucks</td> <td style="text-align: center;">3cu.m</td> <td>Two (2)</td> </tr> <tr> <td>Vibratory Roller</td> <td></td> <td>One (1)</td> </tr> <tr> <td>Plate Compactor</td> <td></td> <td>One (1)</td> </tr> <tr> <td>Welding Machine (Heavy Duty)</td> <td></td> <td>One (1)</td> </tr> <tr> <td>Bar Cutter</td> <td></td> <td>One (1)</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Backhoe PC-100	.5cu.m.	One (1)	Dumptrucks	3cu.m	Two (2)	Vibratory Roller		One (1)	Plate Compactor		One (1)	Welding Machine (Heavy Duty)		One (1)	Bar Cutter		One (1)
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Welding Machine (Heavy Duty)		One (1)																				
Bar Cutter		One (1)																				
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>₱84,302.34</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>₱210,755.85</b>, if bid security is in Surety Bond.</li> </ul>																					
19.2	Partial bids are not allowed																					
20	Environmental Compliance Certificate																					
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 other acceptable tools of project scheduling.																					

## ***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**

4.1. 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.

- 4.2. 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	Not Applicable
4.1	January 25, 2023
6	None
7.2	Fifteen (15) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <b><i>One (1)</i></b> day of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is P1,000/day.
13	The amount of the advance payment is <i>15% of the total contract price.</i>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which “as built” drawings are required is <i>January 25, 2023</i>
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 P1,000.00/day of delay

## *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.

# *Section VI. Specifications*

## **A. GENERAL INFORMATION**

Project: Rehabilitation and Upgrading of the COA Regional Office No. III Gymnasium

Location: COA Regional Office No. III, Diosdado Macapagal Government Center, Barangay Maimpis, City of San Fernando, Pampanga

Lot Area – 4,590 square meters

Area of Gymnasium: 512 square meters

Total Lot Area of Project: 1,423.80 square meters

Topography – Generally flat

General Description of the Works:

Upgrading of Lot (Embankment), Gravel Bedding, Portland Cement Concrete Pavement (PCCP), CHB Lined Canal, Replacement of Pre-painted roofing with accessories, Replacement of Circuit Braker, Electrical rewiring, Replacement of Lights and other accessories, Repainting of Gymnasium including flooring.

Accessibility: Accessible by land with good paved road

Utilities: Local Power, Water and Telecommunications are locally available.

- ❖ The works under this specification in conjunction with plans and working drawings shall include the furnishing of all materials, labor, equipment and methods that may be necessary to complete all phases of work. It shall be done under the direct supervision of the Commission on Audit Regional Office III or its authorized representative.
  
- ❖ The materials to be used and involved in this work shall be of the best quality, free from defects that may impair the strength, appearance and proper functioning of the project.
  
- ❖ The DPWH Standard Specifications for Public Structure Volume III, 1995 edition and Volume II, 2012 edition shall apply in this project unless otherwise specified.

## **B. SCOPE OF WORKS**

### **1. GENERAL REQUIREMENTS:**

This item shall include the following sub works:

- a.) Project Documentation and Temporary Facilities
- b.) Utilities (Water & Electricity) including bunkhouse and bodega
- c.) Construction Safety and Health (including RT PCR Test)
- d.) Project Identification and Signage - 8' x 8'

#### a.) Project Documentation

These items require the contractor to prepare and submit the following documents:

1. Contractor's Project Organizational Structure - it shall be presented in a chart to include the required construction safety, emergency health personnel and other required professionals to be deployed. The name, position, qualification and brief statement of the duties and responsibilities of the key personnel up to foreman level shall be provided. Replacement of key personnel shall be with proper notice and concurrence of the owner.
2. Project logbook – contains but not limited to daily records of date, site condition, resources at site, work force, persons visiting and/or inspecting the project, work activity and estimated accomplishment for the day. It shall be written in ink legibly in a securely fastened record book. It must be prepared by the contractor's authorized representative whose printed name, designation and signature appear in each and every page thereof duly verified by the owner's duly authorized representative.
3. Quality Control Program – this shall show the manner and frequency of test the contractor is planning to undertake to comply with the minimum required specifications for the project, subject to the review and approval of the owner or his duly authorized representative.
4. The Photographs taken before, during and after completion of the project shall be at least 4R, submitted with electronic back-up. The photographs shall adequately show the salient activities critical to the

completion of the work. The owner's representative may select from the submitted photographs for reproduction at least 4 copies that are considered enough basis to support contractor's claims for payment.

5. As Built Plans - it shall be prepared in one (1) original copy and four (4) sets of blue print copies. All the sheets of the set of plans shall contain the printed name, designation and signature of the contractor or his duly authorized representative as recognized by the owner to be the proper signatory. The as-built plans shall be subject to review and approval of the owner.

b.) Utilities (Water & Electricity) including bunkhouse and bodega— the plans shown are only indicative of the items of work involved. The contractor is required to submit working drawings accompanied with detailed estimates in conformity with his bid, which shall be part of bid document submitted.

1. Bodega as per plan
2. Field Office and Workers' Facilities - these items shall include the contractor's field office and workers' facilities such as but not limited to sleeping, eating and sanitation requirements as required under Department of Labor and Employment (DOLE) D.O. 13 Series of 1988 and Occupational Safety and Health Standards (OSHS), as amended.
  - Utilities - these shall include Power, Water and Communication needs, including application fees for utility connections and consumptions.
  - Materials Testing - Materials and work specifications and other incidental items shall be in accordance with Item 900 - Reinforced Concrete of DPWH Standard Specifications Volume III, 1988 edition, except otherwise specified by the owner. Results of Materials and Specimen Tests based on an approved Quality Control Program and actual quality control test requirements. Only results from government duly accredited testing centers shall be accepted.

c.) Safety and Health Program - this item shall be prepared and implemented in accordance with DOLE D.O. 13 Series of 1988 and with the OSHS, Series of 1989, as amended. The DPWH D.O. 56 Series of 1995 shall also be adopted. No work shall commence without approved Safety and Health

Program from the DOLE. Any delay in the submission of this approved requirement after the effectivity of the contract shall be charged against the contract duration.

d.) Project Signboard - this item shall be provided and updated in accordance with COA Circular No. 2013 – 004, particularly Section 2.2.3 and Annex “A” thereof. Attached is a copy of the Circular for reference and guidance.

## **2. SITEWORKS :**

- a. Provision of Temporary Entrance for Heavy Equipment (Demolition of 2-spans of Perimeter Fence) including installation of Corrugated Gate and Restoration of Perimeter Fence
  - b. Demolition & Chipping
  - c. Removal of existing Rib-type roofing
  - d. Excavation Works
  - e. Clearing and Hauling of Spoils
- 
- a.) Provision of Temporary Entrance for Heavy Equipment (Demolition of 2-spans of Perimeter Fence) including installation of Corrugated Gate and Restoration of Perimeter Fence – two spans near the gymnasium shall be demolished for easy access of heavy equipment which will be used for the upgrading of the lot, which shall be restored upon completion of the works.
  - b.) Demolition and Chipping – shall cover the entire area as established by the owner, which shall include the demolition of existing PCCP.
  - c.) Removal of existing Rib-type roofing – dilapidated rib-type roofing shall be removed and replaced.
  - d.) Excavation Works –. The preferred method of structural excavation shall be mechanized with minor manual labor for correction and refinements to the required elevation and grade. The DPWH Standard Specifications Volume II, edition 2012, Item 103 Structure Excavation shall be as practicable as possible when applied in the Works. Rule 1410, Construction Safety of the Occupational Safety and Health Standards (OSHS), as amended by the Department of Labor and Employment (DOLE), particularly Section 1413 pertaining to excavation shall

be observed as practicable as possible for the protection of the workers and other concerned parties.

- e.) Clearing & Hauling of spoils - shall cover the entire area as established by the owner to free the area from tall grasses and minor obstructions necessary for the immediate construction of the works. Bush and grass cutting shall be done periodically to keep the area safe and presentable, and for the hauling and disposal of the removed PCCP.

### **3. EARTHWORKS**

This item includes but not limited to the following sub-works:

- a. Filling Materials – this item shall cover the entire building. The materials to be used shall be suitable, passing the requirements of Item 104 – Embankment – DPWH Standard Specifications Volume II, 2012 edition. Laying and compaction shall be the same as for backfilling from excavation & compaction.
- b. Gravel Bedding (G-1) / Foundation Fill – this item shall be laid on all foundation footing and footing tie beams. The materials to be used consist of gravel G-1 mixed with 20% sand. The contractor shall see to it that the base foundation is well compacted before placing and compacting the gravel/sand mix. The degree of compaction shall be similar to that of placing filling materials.

### **4. REINFORCED CONCRETE FLOOR SLAB AND LINED CANAL**

#### **a. PORTLAND CEMENT CONCRETE PAVEMENT**

This item includes but not limited to the following sub-works:

- a.) Reinforcing Steel Bars including ties, welds and the likes
  - b.) Forms, Scaffolds, Working Platform
  - c.) Concrete – Portland Cement Concrete Pavement
- a.) All steel reinforcements shall be deformed bars structural grade 227.50 MPa (33,000 psi) conforming to allowable dimension and weight and free from oil, scales, rust and other dirt, which may impair steel bonding with concrete. Splice, hooks and bends shall be as shown or specified in the plans. Ties and tie wires and the like shall be in accordance with the general construction industry practice and standards. All steel reinforcement shall be fabricated and installed in a manner that the steel reinforcement shall have sufficient concrete cover, about 40mm is desirable.

- b.) All forms, scaffolds, working platforms shall be made of wood, plywood and metal fastening materials of the highest and appropriate quality that would produce the best finish and safe working platforms for work personnel and all others concerned in the project. Use of other materials with better and safe quality may be allowed. All forms shall be constructed and set conforming to plans and minimize excessive concrete chipping and/or plastering after removal of forms that may jeopardize the structural integrity of the structure as part thereof. In the construction, use and maintenance of scaffolds and platforms, the provision of Section 1414 - Scaffolds of Rule 1410 Construction Safety of the OSHS shall be observed whenever applicable to the construction.
- c.) All concrete works shall have Class "A" mixture with a minimum compressive strength of 20.7 MPa (3,000 psi) at twenty eight days (28 days). Concrete vibrator shall be used during pouring to produce a uniform concrete density and minimize honey combs. Over mixed concrete shall not be allowed. Extreme care should be exercised after pouring so as not to disturb the required strength build-up of concrete. It is to be noted that the contractor should secure a pouring permit from the implementing agency's authorized representative at least 3 days before the date of concrete pouring.

Materials and work specifications and other incidental items shall be in accordance with Item 900 - Reinforced Concrete of DPWH Standard Specifications Volume III, 1988 edition, except otherwise specified by the owner.

b. LINED CANAL

This item includes but not limited to the following sub works:

- a.) CHB Walls including reinforcements
  - b.) Forms and Scaffoldings
  - c.) Plastering
- a.) All walls, except otherwise specified in the plans, shall be non-load bearing Concrete Hollow Blocks (CHB) conforming to Philippine Standards. For CHB walls, CHB shall be 200mm x 400mm x 125mm thick. Mortar for laying shall be Class "B" with an approximate cement/sand mixture of 12 bags/cu.m. of sand. The required steel reinforcements are shown on the plans. Laying of CHB shall be

leveled and plumbed, and that it may only require a 10mm thick mortar plaster on each face.

b.) Forms and Scaffolds shall be conforming to the requirement under work Item 4.

c.) Plastering work shall commence when the lined canal was laid, it shall be plumbed and leveled. Mortar for plastering shall be Class "B" as in CHB Laying. The plastered cement finish shall have an even and smooth surface, free from cracks and other defects.

The materials and work specifications under work item 4 shall apply in this work as practicable as possible.

## **5. ROOFING AND TINSMITHRY WORKS (A = 512.00 sq.m.)**

- a.) All dilapidated roofing shall be removed and replaced. The roofing materials should be safely fastened with appropriate sizes of tek screws and the like. To forestall roof leakage tek screws and the like shall be provided with water sealant elements. Any damage surface shall be repainted/touched-up with the same quality as that of the original painting materials. The remaining shall be repainted, all surfaces shall be thoroughly cleaned, free from oil, rusts, flaks and other dirt before painting operation is done. Application of paint shall be two(2) coats of industrial paint BOYSEN or equivalent.
- b.) All steel components (Columns, Struts, Rafters, C-purlins) shall be repainted. All surfaces shall be thoroughly cleaned, free from oil, rusts, flaks and other dirt before painting operation is done. Application of paint shall be two(2) coats of industrial paint BOYSEN or equivalent. The timing and manner of applications shall be in accordance with the product manufacturers' manual. Touch-up painting shall be done on all damage surfaces including those affected by field welding operations. In such case, the affected portion shall be cleaned, primed and finished.

## **6. ELECTRICAL WORKS**

1. All electrical installation shall be done in accordance with the rules and regulations of the Philippine Electric Code and the local electric company.
2. The electrical works shall be covered with the complete lines from the service drop to the different outlets.



3. A licensed Master Electrician or Electrical Engineer shall be the one authorized to install all electrical works.
4. General Notes as indicated on the plan shall be considered for PVC and EMT Pipes and all other specifications.
5. All of the Lighting System shall be replaced with LED Lights, the panelboard and breakers shall be replaced including the wiring system.

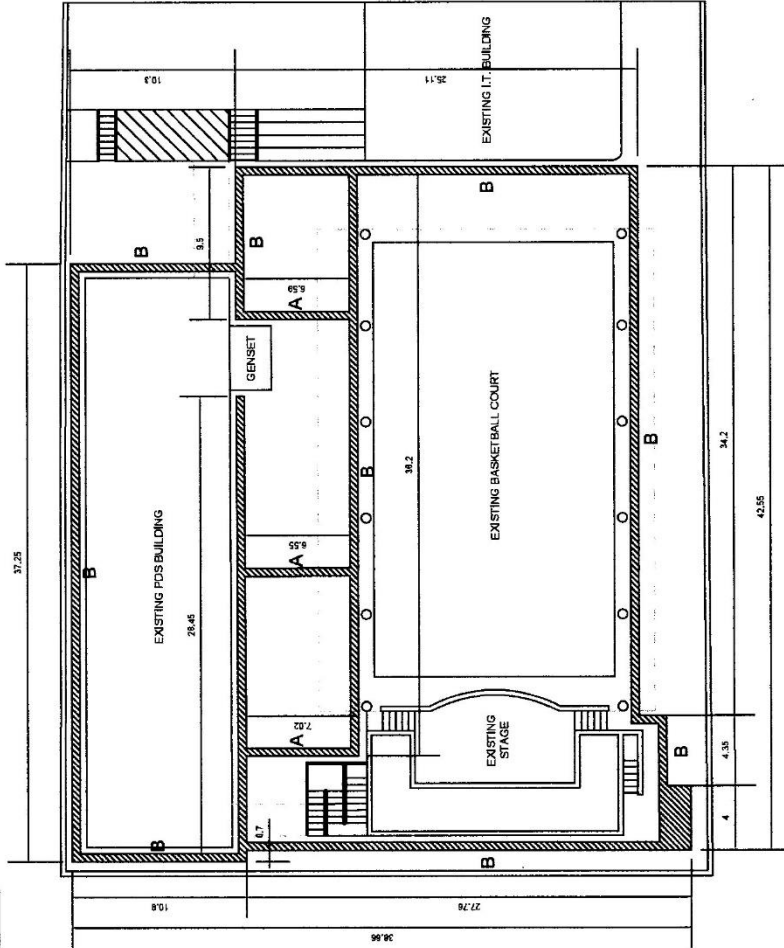
## **7. PAINTING WORKS**

1. All paint materials shall be of good quality and shall be delivered at site in their original container and labels. A sign of tampering shall be ground for rejection.
2. Coating – All surfaces shall be prepared and thoroughly cleaned as per manufacturer's instruction before the first coating is applied. The first coating shall be perfectly dried before applying the succeeding coatings.
3. All exterior and interior walls shall be gloss finished and the ceiling shall be semi-gloss finished.
4. One coat for flat paint and two coats for gloss paint of Boysen or its equivalent for concrete and masonry surfaces. Before any painting is done, all cracks and nailholds and other imperfections shall be carefully applied with putty and allowed to dry thoroughly before painting.
5. All exterior woodworks shall be stained finished or as required by the Engineer.
6. Natural flat varnish shall be applied to all varnish finished surfaces.
7. All shades and hues shall be subject to the approval of the Owner.

## ***Section VII. Drawings***

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

**ORIGINAL SIGNED**

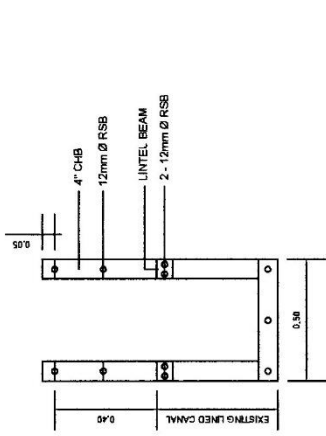


PROPOSED LINED CANAL W/ STEEL GRATING  
TO  
SCALE  
NOT

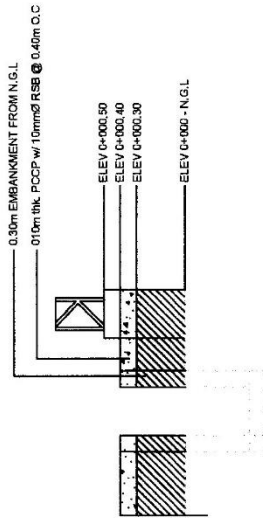
<p>PROJECT TITLE: <b>UPGRADING AND IMPROVEMENT OF COMMISSION ON AUDIT - REGION III GYM</b> LOCATION: DMCC, MAMPIS, SAN FERNANDO, PAMPANGA</p>	<p>PREPARED BY: <b>Engr. DAVID LAWRENZ D. DIMAUN</b> <small>State Technical Audit Analyst II</small> <b>Engr. ARIES JAY Y. GUEVARRA</b> <small>Technical Audit Specialist II</small></p>	<p>CHECKED BY: <b>Engr. BENIGNO F. CORDOBA, JR.</b> <small>State Technical Audit Specialist IV</small></p>	<p>RECOMMENDING APPROVAL: <b>Engr. BETTINA M. SAN ANTONIO</b> <small>DIRECTOR II, SERVICE CHIEF, RTS</small></p>	<p>APPROVED BY: <b>OMAR S. ROQUE</b> <small>REGIONAL DIRECTOR</small></p>
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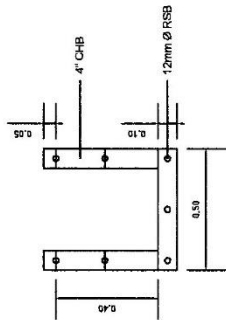
**ORIGINAL SIGNED**



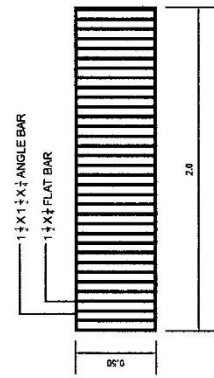
LINED CANAL "B"  
NOT TO SCALE



ELEVATION  
NOT TO SCALE



LINED CANAL "A"  
NOT TO SCALE



STEEL GRATING  
NOT TO SCALE

NOTE: PAINTING OF ROOFING AND FLUSHING INCLUDING ALL METAL STRUCTURES  
REPLACEMENT OF DILAPIDATED LONG SPAN ROOFING AND GUTTER

<p>PROJECT TITLE</p> <p><b>UPGRADING AND IMPROVEMENT OF COMMISSION ON AUDIT - REGION III GYM</b></p> <p>LOCATION: DMSC, MAINPIS, SAN FERNANDO, PAMPANGA</p>	<p>PREPARED BY:</p> <p><b>Engr. DAVID LAWRENZ D. DIMAUN</b> State Technical Audit Analyst II</p> <p><b>Engr. ARIES JAY Y. GUEVARRA</b> Technical Audit Specialist II</p>	<p>CHECKED BY:</p> <p><b>Engr. BENIGNO F. CORDOBA, JR.</b> State Technical Audit Specialist IV</p>	<p>RECOMMENDING APPROVAL:</p> <p><b>Engr. BETTINA M. SAN ANTONIO</b> DIRECTOR II, SERVICE CHIEF, RTS</p>	<p>APPROVED BY:</p> <p><b>OMAR S. ROQUE</b> REGIONAL DIRECTOR</p>
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## ***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.

## *Section VIII. Bill of Quantities*

Project Title: **Rehabilitation and Upgrading of the COA Regional Office No. III Gymnasium**

Location: **COA Regional Office III, Regional Government Center, Maimpis, CSFP**

Date: \_\_\_\_\_

### BILL OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Cost	Amount
<b>I.</b>	<b>GENERAL REQUIREMENTS</b>	<b>1.00</b>	<b>L.S.</b>	In words: Pesos	
				In figure: Php	
<i>This item shall include the following and should be supported by a detailed estimate</i>					
	a. Project Documentation and Temporary Facilities				
	b. Utilities (Water & Electricity) including bunkhouse and bodega				
	c. Construction Safety and Health (including RT-PCR Test)				
	d. Project Identification and Signage - 8' x 8'				
<b>II.</b>	<b>SITWORKS</b>	<b>1.00</b>	<b>L.S.</b>	In words: Pesos	
				In figure: Php	
<i>This item shall include the following and should be supported by a detailed estimate</i>					
	a. Provision of Temporary Entrance for Heavy Equipment (Demolition of 2-spans of Perimeter Fence) including installation of Corrugated Gate and Restoration of Perimeter Fence				
	b. Demolition & Chipping Works				
	c. Removal of existing rib-type roofing				
	d. Excavation Works				
	e. Hauling of Spoils				



<b>III.</b>	<b>EARTHWORKS</b>	<b>1.00</b>	<b>L.S.</b>	In words: Pesos	
				In figure: Php	
<i>This item shall include the following and should be supported by a detailed estimate</i>					
<b>IV.</b>	<b>REINFORCED CONCRETE FLOOR SLAB AND LINED CANAL</b>	<b>1.00</b>	<b>L.S.</b>	In words: Pesos	
				In figure: Php	
<i>This item shall include the following and should be supported by a detailed estimate</i>					
<b>V.</b>	<b>ROOFING AND TINSMITHRY WORKS</b>	<b>1.00</b>	<b>L.S.</b>	In words: Pesos	
				In figure: Php	
<i>This item shall include the following and should be supported by a detailed estimate</i>					
<b>VI.</b>	<b>ELECTRICAL WORKS</b>	<b>1.00</b>	<b>L.S.</b>	In words: Pesos	
				In figure: Php	
<i>This item shall include the following and should be supported by a detailed estimate</i>					
<b>VII.</b>	<b>PAINTING WORKS</b>	<b>1.00</b>	<b>L.S.</b>	In words: Pesos	
				In figure: Php	
<i>This item shall include the following and should be supported by a detailed estimate</i>					
	<b>TOTAL BID AMOUNT</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);  
**or**
- (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. No. 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 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**

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

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (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.

