PHILIPPINE BIDDING DOCUMENTS

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

CULIANIN – SAN JOSE – BINTOG PIPE LAYING PROJECT (LABOR & MATERIALS)

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.

- $\ensuremath{\textbf{SEC}}$ Securities and Exchange Commission.
- **SLCC** Single Largest Completed Contract.
- **UN** United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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





Invitation to Bid for:

Culianin – San Jose- Bintog Pipe Laying Project (Labor & Materials)

- 1. The *Plaridel Water District*, through the *Corporate Budget CY 2024* intends to apply the sum of *One Million Five Hundred Ninety-One Thousand Seven Hundred One Pesos and Seventy-Nine Centavos Only* (P1,591,701.79) being the Approved Budget for the Contract (ABC) to payments under the contract for *Culianin San Jose- Bintog Pipe Laying Project (Labor & Materials)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *Plaridel Water District* now invites bids for the above Procurement Project. Completion of the Works is required *60 Calendar days*. 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 nondiscretionary "*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 *Plaridel Water District* and inspect the Bidding Documents at the address given below from 8:00 AM 5:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on *September 05, 2024* 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 (P 5,000.00).** The Procuring Entity shall allow the bidder to present its proof of payment for the fees through hard copy of original receipt.
- 6. The PLARIDEL WATER DISTRICT will hold a Pre-Bid Conference¹ on *September* 13, 2024, 1:00 PM at A.C. Reyes St., Poblacion, Plaridel, Bulacan and/or through videoconferencing/webcasting via Zoom or Google Meet, 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 25, 2024 at 1:00 PM*. 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.

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.

9. Bid opening shall be on *September 25, 2024* at the given address below *A.C. Reyes St., Poblacion, Plaridel, Bulacan.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

An invitation shall be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives

- 10. The PLARIDEL WATER DISTRICT 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:

Engr. Alberto A. Mendoza Plaridel Water District A.C Reyes St., Poblacion, Plaridel, Bulacan (044) 795-0102 (0945)-346-0808 plaridelwaterdistrict.ph

12. You may visit the following websites:

For downloading of Bidding Documents: https://plaridelwaterdistrict.ph/bac2024/

September 05, 2024

MARIFAYE H. ERSANDO

BAC Chairperson

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, *Plaridel Water District* invites Bids for the *Culianin – San Jose – Bintog Pipe Laying Project*, with Project PLAWD 2024-09-065.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2024 in the amount of *One Million Five Hundred Ninety-One Thousand Seven Hundred One Pesos and Seventy-Nine Centavos Only* (P1,591,701.79).
- 2.2. The source of funding is:
 - a. 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, 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. or Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that:
 - a. Subcontracting is not allowed.

8. **Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on *September 13, 2024, 1:00 P.M.*, at A.C Reyes St., Poblacion, Plaridel, Bulacan and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and

specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *120 Calendar days upon bid opening*. 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. Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

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, Road Pipe Laying.	
7.1	[Specify the portions of Works and the maximum percentage allowed to be subcontracted, which shall not be significant or material components of the Project as determined by the Procuring Entity.]	
10.3	With PCAB License	
10.4 The key personnel must meet the required minimum years of exp below:		
	Key Personnel General Experience Relevant Experience	
	Project Engineer 5 years Pipe Laying	
	Foreman5 yearsPipe Laying	
10.5	The minimum major equipment requirements are the following:	
	Equipment Capacity Number of Units	
	<u>Plate compacter</u> 1	
	Jack Hammer 2	
	<u>Concrete Mixer</u> 1	
	<u>Concrete Cutter</u>	
12	[Insert Value Engineering clause if allowed.]	
15.1	 The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than <u>P 31,834.04</u> (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than <u>P 79,585.09</u> (5%) of ABC, if bid security is in Surety Bond. 	
16	Each Bidder shall submit One (1) original and Two (2) copies of the first and	
	second components of its bid properly bound with corresponding index tab.	
	Each Bidder shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL TECHNICAL COMPONENT" and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID"	

	Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO TECHNICAL COMPONENT" and "COPY NO – FINANCIAL COMPONENT" and the outer envelope as "COPY NO", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
	 All envelopes shall be marked with: (a) CULIANIN – SAN JOSE – BINTOG PIPE LAYING PROJECT (b) PLARIDEL WATER DISTRICT A.C REYES ST., POBLACION PLARIDEL BULACAN; (c) MARIFAYE H. ERSANDO; (d) PUBLIC BIDDING.
20	[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]
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.

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

- 3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the SCC, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
 - 3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. **Performance Security**

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. **Progress Payments**

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

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC.**
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause		
2	[If different dates are specified for completion of the Works by section, i.e. "sectional completion," these dates should be listed here.]	
4.1	[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]	
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>	
7.2	[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:] Five (5) 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 <i>five (5)</i> days of delivery of the Notice of Award.	
11.2	The amount to be withheld for late submission of an updated Program of Work and other required pertinent documents is Five Thousand Pesos (P5,000.00) per day of delay .	
13	The amount of the advance payment is [insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment].	
14	[If allowed by the Procuring Entity, state:] 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 operating and maintenance manuals are required is [date].The date by which "as built" drawings are required is [date].	
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 <i>[amount in local currency]</i> .	

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.

ITEM NO.	DESCRIPTION/SPECIFICATION	STATEMENT OF COMPLIANCE
		(State "Comply or Not
		Comply " for each item description and
		specifications)
I.	SPECIFICATIONS:	<i></i>
	1. PREPARATION OF SITE	
	The location of the Site is as shown on the Drawings. The	
	Contractor shall be deemed to have inspected the Site before	
	tendering and to take into account all the conditions there, such as	
	means of access, traffic, facilities for transport, storage and movement of materials, and any other contingencies liable to affect	
	his tender price, as no claim for extra payment in this connection	
	will be entertained.	
	The Contractor shall be liable for and shall indemnify the Procuring	
	Entity against damage, expense, liability, loss, claim or proceedings	
	whatsoever whether arising at common law or by statute in respect of personnel injury to or death of any person whomsoever or to any	
	property arising out of or in the course of or by reason of the visit to	
	the site.	
	2. PLANS SPECIFICATIONS	
	The pipelaying components of this project shall be implemented in	
	accordance with the established standard set by LWUA /or PLAWD. While the backfilling, compaction, restoration and	
	concreting works shall follow the Department of Public Works &	
	Highways (DPWH) Standard Specifications for public works &	
	highways, following the Schedule of Minimum Test Requirements.	
	All fees relative hereto shall be shouldered by the Contractor.	
	3. PERMITS	
	With the assistance of PLAWD, necessary permits, clearances and	
	other documents necessary for the implementation of the project to	
	include incidental expenses shall be borne by the Contractor.	
	4. RIGHT OF WAYS	
	The Contraction double adding to act the DDW/II City David and	
	The Contractor shall coordinate with DPWH, City Engineer's Office and/or the concerned LGU who has jurisdiction in	
	clearing the right of way and with the assistance of PLAWD.	
	5. PROTECTION OF PROPERTY	
	The Contractor shall be liable for all damages that may be incurred	
	during the construction of the project. Leakages on the existing	
	pipeline of the district shall be immediately reported to the PLAWD	
	for repair, if it is the Contractor that caused said leakage, materials	

and cost of repair therefore shall be made chargeable against the Contractor and in no case shall it be a reason for stoppage of work. It shall be the responsibility of the Contractor to complete the	
project amidst any impediment that will arise during the implementation phase. Only force majeure shall be sufficient reason for time extension.	
Any accident or mishap that may happen during project implementation shall be the sole responsibility of the Contractor	
6. BARRICADES, WARNING DEVICES, SAFETY & SECURITY OF THE PERSONNEL	
It is mandatory upon the Contractor to provide reflectorize signage, barricades, early warning devices enclosing the area where work is ongoing. Likewise, the Contractor shall be responsible for the health, safety and security of the workers. The Project Engineer has the right to order the stoppage of work by reason of insufficiency of these devises, safety programs or non-compliance thereof, while the period to complete the project shall continue to run.	
 7. TRAFFIC COORDINATION	
With the assistance of PLAWD, coordination with local police department and agencies concerned with vehicular traffic problems shall be the responsibility of the Contractor. Prior to the start of the pipelaying activities, the Contractor shall show proof to the Project Engineer that the aforesaid coordination was made shall present to	
the Project Engineer for approval that safety arrangement and traffic deviation or rerouting program shall have been obtained. The Contractor shall provide traffic aides and watchmen/flagmen, when necessary, to ensure smooth flow of traffic.	
8. CLEARING OF ROUTE IN ROAD	
Route of the proposed pipeline in road is shown in the plans. Clearing of said route shall be the responsibility of the Contractor including the settlement of claims and complaints by the affected public.	
9. MATERIAL TESTING	
It is a matter of requirement that the contracting company must have its own materials engineer, who shall be at the premises of the principal office of the contracting company during inspection. Appropriate licenses and documents shall be readily available. The cost of all tests shall be borne by the Contractor.	
Prior to backfilling, the Contractor must present to the Project Engineer the materials tests results as provided for subbase, base course and surface course of the Schedule of the Minimum Test Requirements Governing items of Work of the DPWH Standard Specifications.	
The Contractor cannot proceed with the next work item unless he	
principal office of the contracting company during inspection.Appropriate licenses and documents shall be readily available. The cost of all tests shall be borne by the Contractor.Prior to backfilling, the Contractor must present to the Project Engineer the materials tests results as provided for subbase, base course and surface course of the Schedule of the Minimum Test Requirements Governing items of Work of the DPWH Standard Specifications.	

requirer	esent that the materials indeed passed the testing nents, in which case, the Project Engineer has the right to from the Contractor.	
10. INS	PECTION AND TESTING	
shall be standard Contrac Specific diligent furnishe subject	erials furnished and all work performed under the contract tested in accordance with requirements of the referenced and subject to inspection by the Project Engineer. The tor shall be held strictly to the true intent of the ations in regard to quality of materials, workmanship and execution of the contract. The Project Engineer shall be d with such quality of materials and fittings, and shall be to inspection in accordance with the provisions of the red standard, as supplemented by the requirements herein.	
to be re entire of materia work th	one in the absence of prescribed inspection may be required emoved and replaced under the proper inspection and the cost of removal and replacement including the cost of as which may be furnished by the Owner and used in the us removed, shall be borne by the Contractor, regardless of the work removed is found to be defective or not.	
	RTHWORKS	
A. Scop	e of Work	
The Co the drav	ntractor shall perform all earthworks required and shown on vings,	
B. Exca	vation	
a. Gene	ral	
include that wo work. DPWH The Co they ma the line the enti debris, perform comply Environ	when specifically provided to the contrary, excavation shall the removal of materials of whatever nature encountered, ald interfere with the proper execution and completion of the Except for obstructions from other utilities (PLDT & , the Contractor shall take extra care as to prevent damages. ntractor shall take full responsibility as to whatever damage y encounter. The removal of said materials shall conform to s and grades shown or ordered. Unless otherwise provided, re construction site shall be stripped of all vegetation and and such materials shall be removed from the site prior to ing any excavation or placing any fill. The Contractor shall with permits and clearances issued by Department of ment and Natural Resources (DENR) concerning the cutting if needed and shall provide the materials required. The tor shall furnish, place and maintain all supports and shoring	

exclusion of water, including taking care of storm water and waste water reaching the site of the work from any source. The walls and faces of all excavations in which workers are exposed to danger from unstable ground shall be guarded against by a shoring system, sloping of the excavation, or some other acceptable method. The Contractor shall furnish, install and maintain such sheeting, bracing, etc., as may be necessary to protect the workers and to prevent any movement of earth which could injure or delay the work or endanger adjacent structures. In excavations, which workers may be required to enter, excavated or other material shall be effectively stored and retained at least 60 cm or more from the edge of the excavation.

All excavation and trenching operations shall conform to any and all national, provincial and local safety requirements.

b. Removal of Existing Pavement

In cutting or breaking up road surfacing required for the performance of the work, the Contractor shall not use equipment which will damage the adjacent pavement. All concrete pavement surfaces to be removed shall be scored with concrete sawing equipment, provided, that any Portland cement concrete based under asphaltic mix surface will not be required to be scored by sawing. Asphaltic concrete pavement shall be removed to clean straight lines. The Contractor shall remove the pavement and road surfaces as part of the trench excavation, and the amount removed shall be in accordance with the conditions of the Excavation Permit and as shown in Plans.

c. Pipeline Trench Excavation

Except when otherwise shown or ordered by the Project Engineer, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe. The trench bottom shall be given a final trim using a string line for establishing grade, such that each pipe section when first laid will be wholly in contact with the ground or bedding along the extreme bottom of the pipe. Rounding out the trench to form a cradle will not be required. The maximum length of open trench permitted at any one time and in one location shall be the length necessary to accommodate the amount of pipe installed in single day. All newly laid pipes shall be backfilled above the top of the pipe at the end of each day. Barricades and warning devices satisfactory to the Project Engineer shall be provided and maintained for all trenches left open overnight except at intersections and driveways in which case heavy steel plates, adequately braced bridges or other type of crossing capable of supporting vehicular traffic shall be furnished as directed by the Project Engineer.

No excavation for any section of pipeline installation shall be performed by the Contractor until pipe, valves, fittings, service materials, and other materials necessary to complete the installation are delivered to the site.	
C. Backfill	
 Backfill shall not be dropped directly upon any structure or pipe. All materials used for backfill shall be new and selected material, free from grass, roots, brush, or other vegetation, or rocks. 12. SURFACE RESTORATION AND PAVING 	
A. General	
The Contractor shall restore at his own expense all property removed or destroyed by his operation at least equal to or to the satisfaction of the property owner.	
B. Restoration of Concrete Pavement	
This item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with the DPWH Standard Specifications Volume II for Highways, Bridges and Airports, in conformity with lines, grades, thickness as per DPWH Standards.	
13. PIPING WORKS	
A. Scope of Work	
1. The Contractor shall furnish and install all pipes, fittings, closure pieces, supports, stainless bolts, nuts, gaskets, joining materials and appurtenances as indicated in the specifications/or shown and specified in the plans and as required for a completed and workable piping system. Shop drawings of all piping shall be furnished.	
2. All uPVC pipes shall be laid by the Contractor in a uniform profile and install designated stub-out as indicated in the plans & drawings. The transfer of individual service line shall be done by the PLAWD.	
B. Material Standard Specification	
 1. General a. uPVC pipe shall be manufactured in accordance with PNS 65:1993. All uPVC pipes shall be C-100 with RR (series 10) 	
> CI fittings shall be: Nominal Pressure: PN16	
Inner & Outer: Blue Epoxy Powder Coated	

CLO	Gate Valve Warranty: 10 years	
2. C The	Cleanliness of Pipe e interior of each pipe section and fittings shall be free of foreign terials when they are delivered and installed to the site of the	
uPV sect hand	Transport and Handling VC Pipes shall be transported and handled carefully. Any pipe tion that becomes damage as a result of improper transporting, adling or stockpiling shall be replaced to the satisfaction of the eject Engineer.	
	PRESSURE AND LEAKAGE TESTING AND SINFECTING	
<i>A. C</i>	General	
inclu pipe Con wate testi	e Contractor shall furnish all equipment, labor and materials luding the water for testing and proper disinfection of the elines. The water used for testing shall be furnished by the ntractor and shall provide the facilities necessary to convey the ter from the PLAWD-designated source to the points of use. All ting and chlorinating shall be done in the presence of the AWD's Project Engineer.	
B. F	Pipeline Testing	
testi serv tren	pipelines shall be thoroughly flushed out with water prior to ting. The Contractor shall test the pipeline including parallel vice pipes and stub-out up to stand pipes, in sections after the nch is backfilled, but with joints exposed for examination except neavily traveled roadways and prior to permanent resurfacing.	
100 insta duri pres	installed pipelines shall be pressured test with a minimum of) psi and maintain the pressure within 24 hours. No pipeline tallation will be accepted if the pressure drops or leak found ing the pressure test. Any leaks found shall be repaired and the ssure test shall be repeated to the satisfaction of the Project gineer.	
<i>C. F</i>	Pipeline Hydrotesting	
	mpleted uPVC pipes laid shall be subject to hydrotesting. No ther pipelaying shall be allowed if this is not being complied h.	
D. I	Pipeline Disinfecting	
	fore being placed in service and before certification of npletion by the Project Engineer, all new domestic water mains	

or extensions to existing systems, or valve section of such extension or any replacement in the existing water system shall be disinfected with chlorine.	
The amount and concentration of chlorine solution applied shall be such as to provide a dosage of not less than 50mg per liter, introduced into the lines as directed by the Project Engineer. After a contact period of 24 hours, the chlorine residual at the end of the pipeline shall not be less than 25 mg per liter. The system shall then be flushed with clean water until the residual chlorine is not greater than 0.75 mg per liter but not less than 0.30 mg per liter. All valves and appurtenances in the pipelines being disinfected shall be operated several times during the chlorine contact periods. The preferred point of application of the chlorination agent is at the beginning of the pipeline, extension, or any valve section and through a corporation stop inserted on the top of the laid pipes. Should the initial treatment fail to result in the conditions stipulated above, the chlorination procedures shall be repeated until satisfactory results are obtained.	
E. Flushing of Pipelines	
Flushing shall be carried out after disinfection has been achieved. Water sources that are being used for flushing must be clean and meet treated water quality. Flushing shall proceed systematically from water supply source to end of pipe system. Procedure to be used in flushing shall be discussed and agreed to by the PLAWD's Project Engineer and the Contractor prior to beginning of flushing works. Report on flushing shall be completed and signed by Contractor and witnessed by PLAWD personnel.	

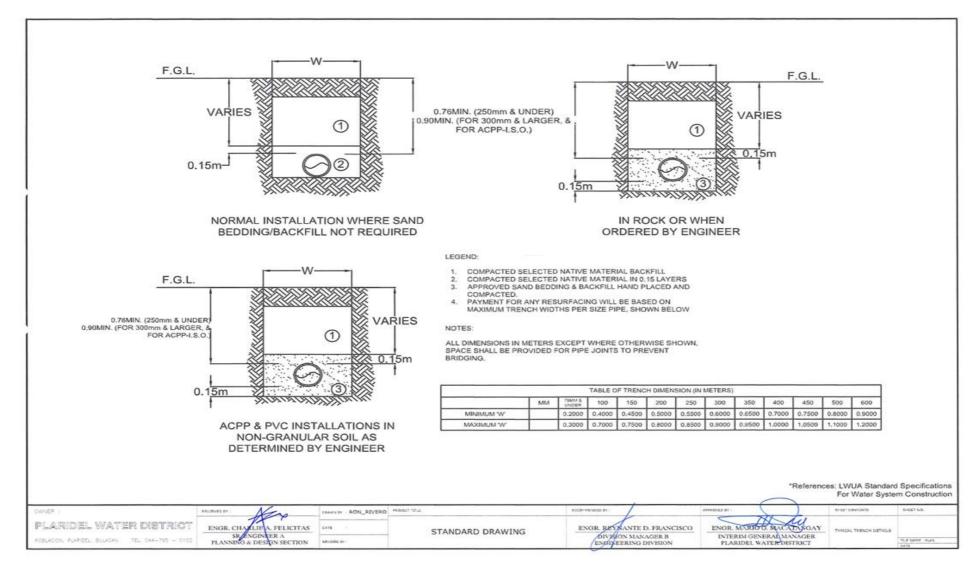
I hereby certify to comply with all the above technical specifications, terms and conditions.

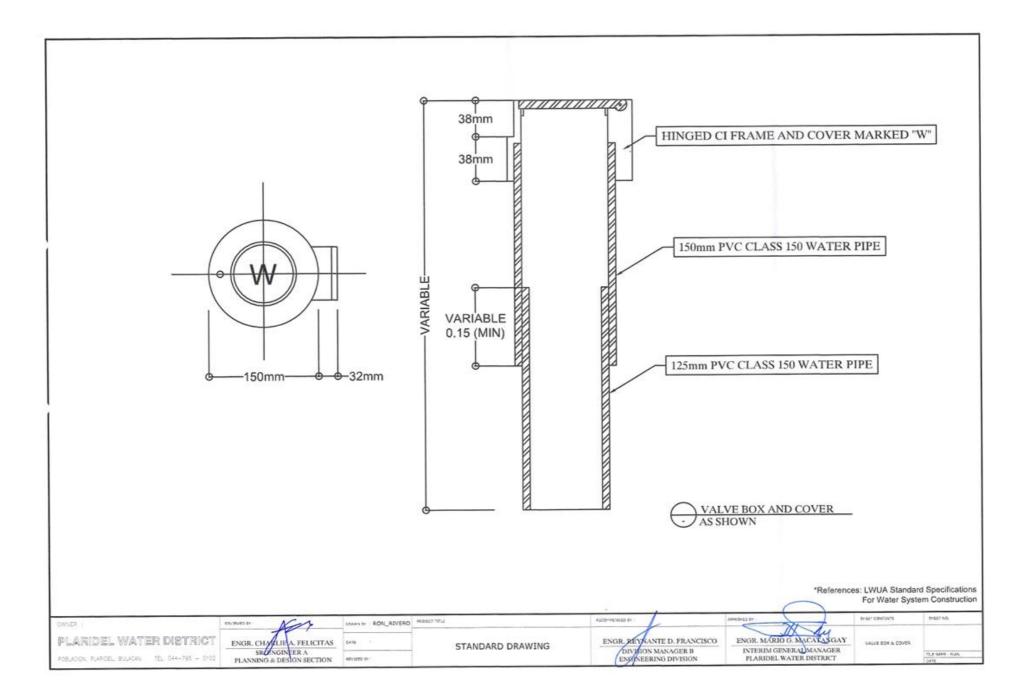
Name of Company/ Bidder

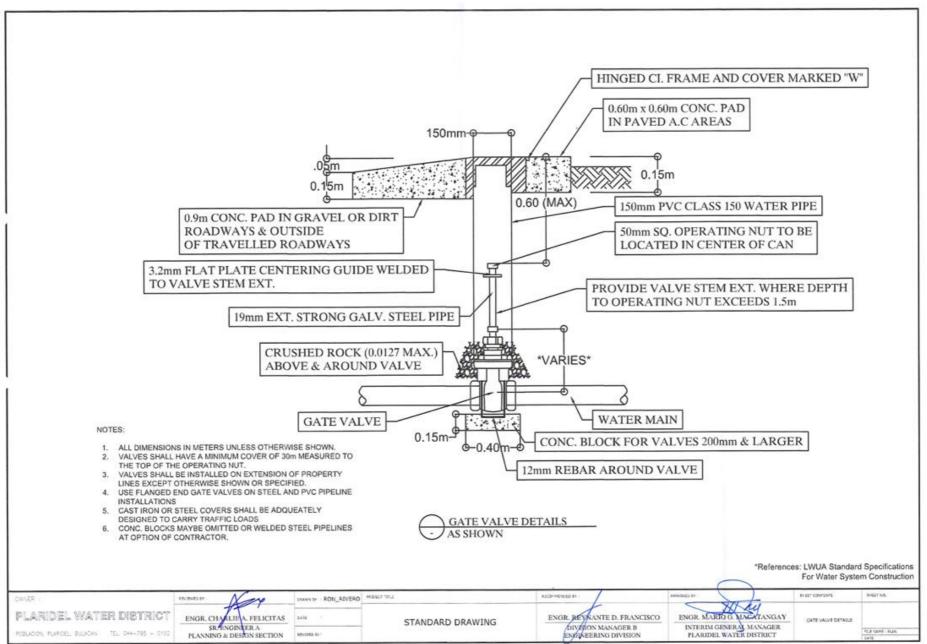
Signature over Printed Name of Representative

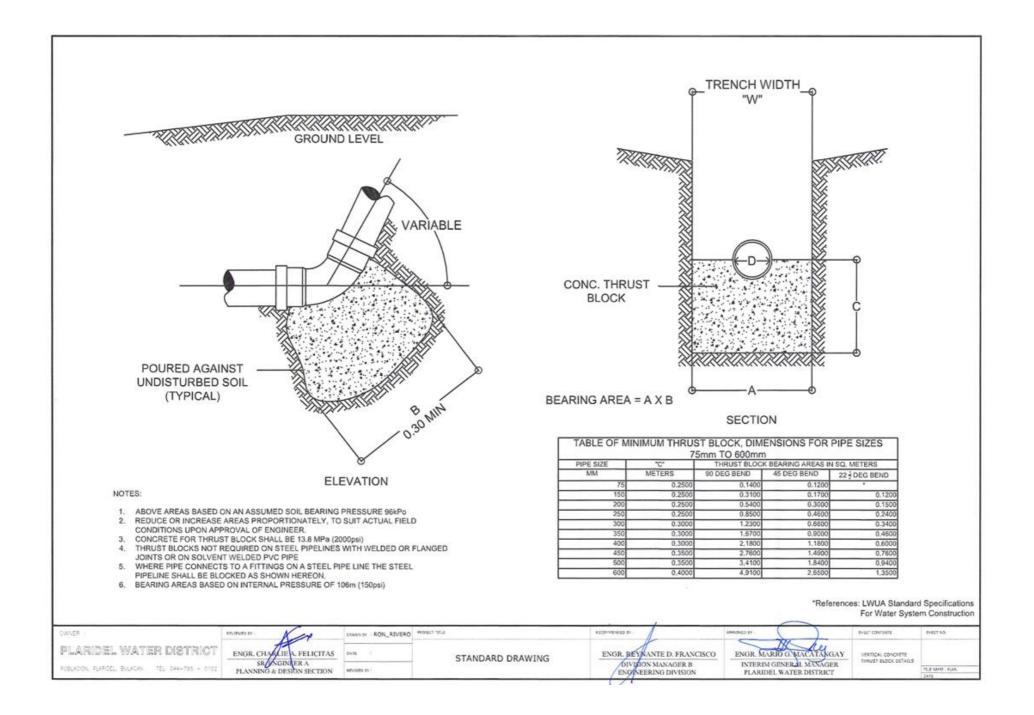
Date

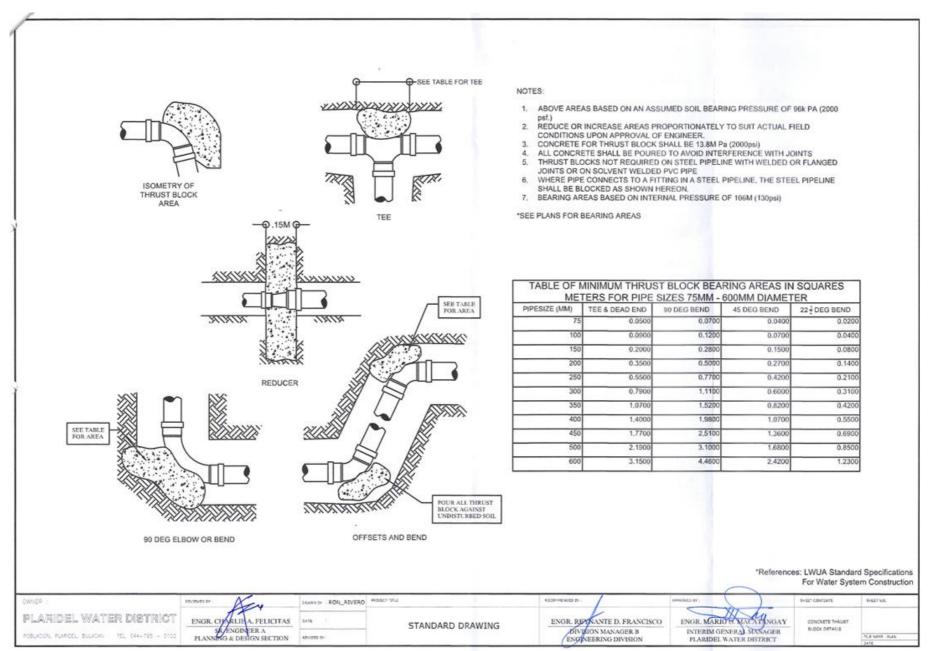
Section VII. Drawings

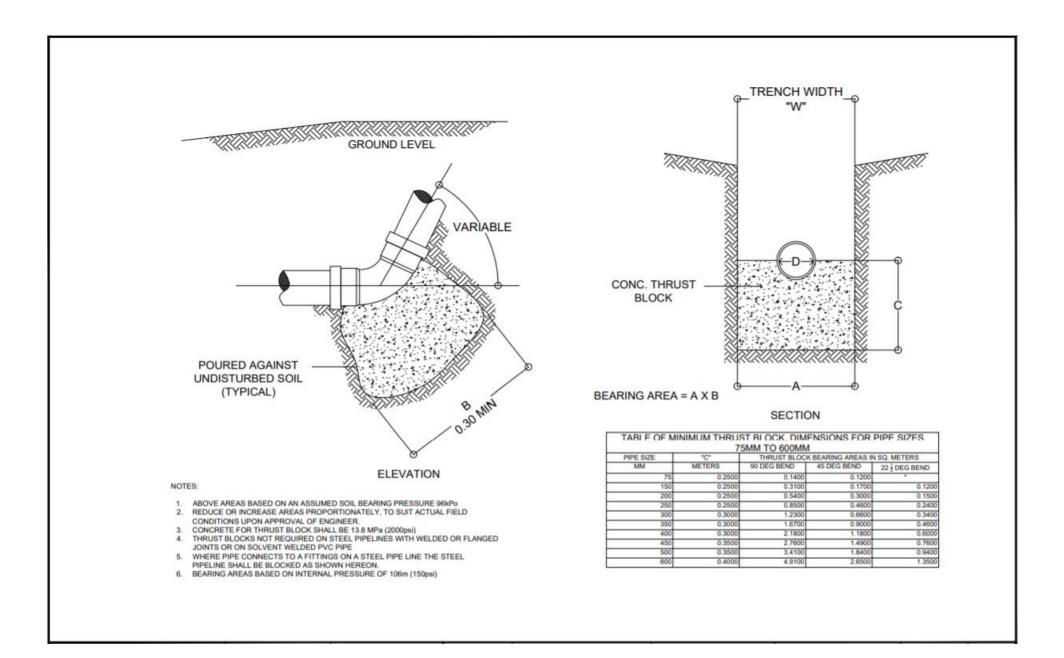


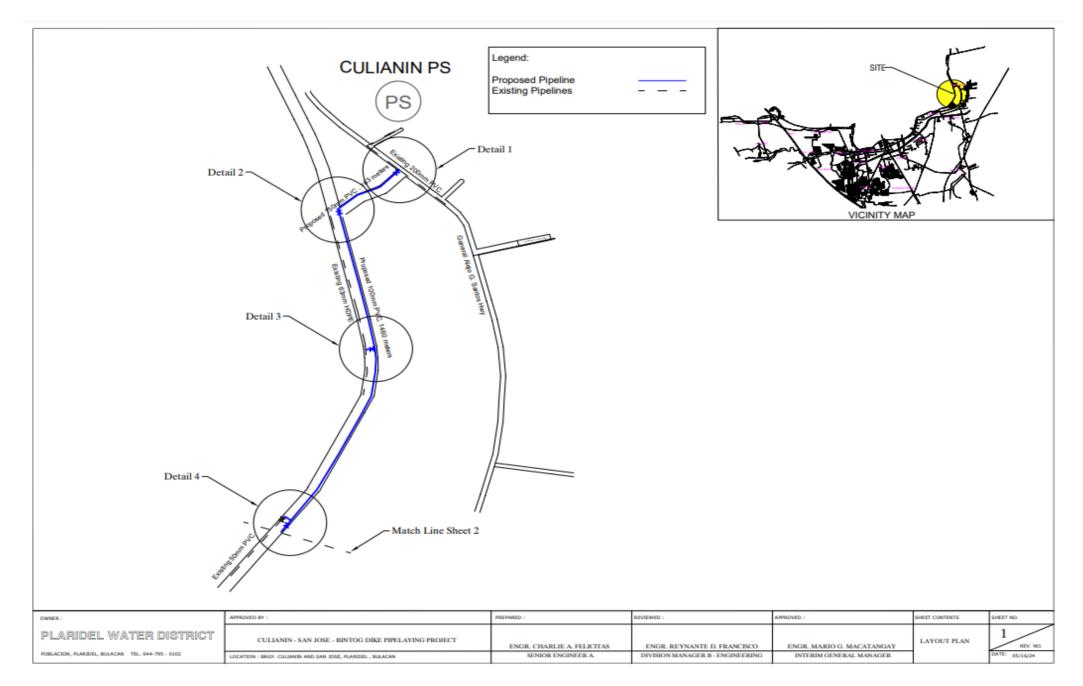


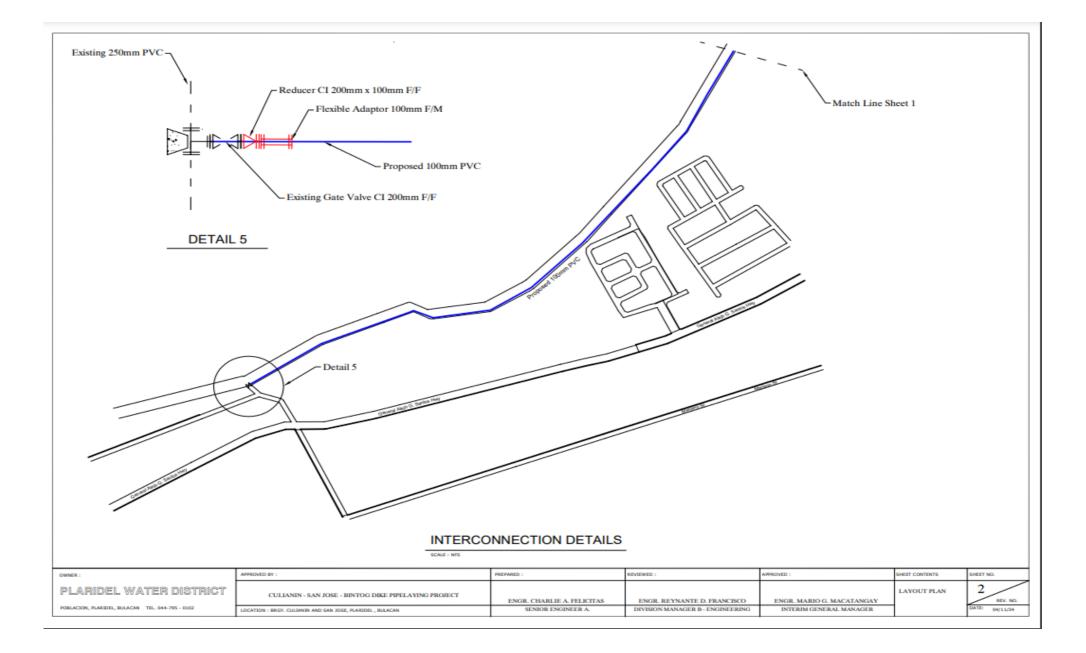


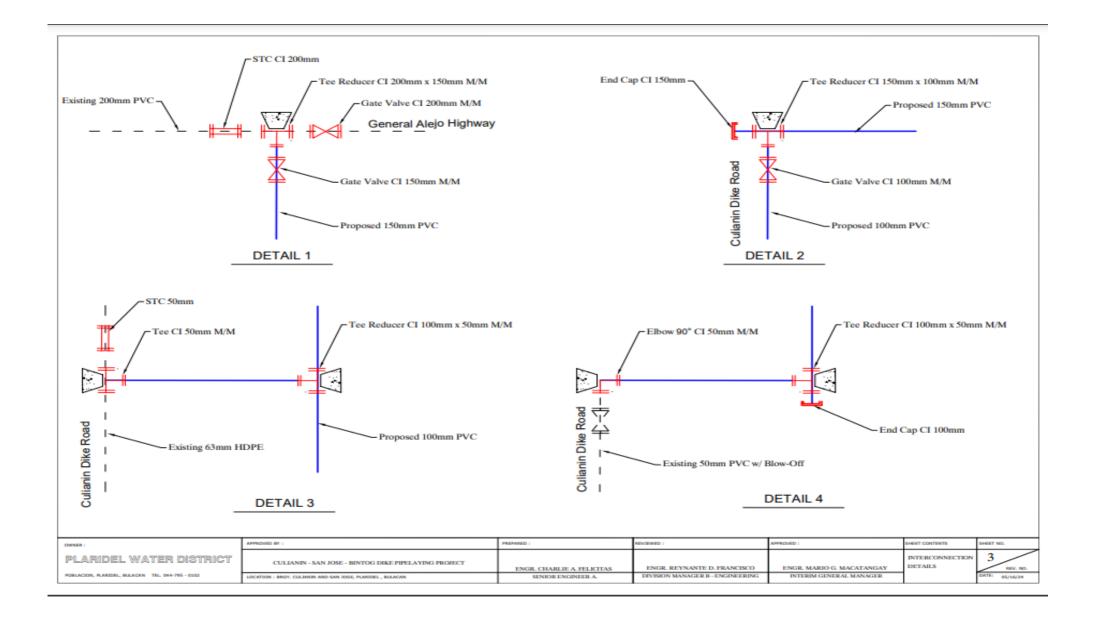












Notes on the Bill of Quantities

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.

Description	Unit	Qty.	Unit Cost	Total Cost
Supply and installation of 150mm uPVC pipe w/RR				
C100 including fittings	lm	163		
Supply and installation of 100mm uPVC pipe w/RR				
C100 including fittings	lm	1460		
Supply and installation of 50mm uPVC pipe w/RR C100				
including fittings	lm	6		
Interconnection Works including pipes and fittings	lot	1		
Supply and installation of 150mm Gate Valve	set	1		
Supply and installation of 100mm Gate	set	2		
Supply and installation of 50mm Gate Valve	set	1		
Excavation, Compaction and clearing of tree roots	lot	1		
Concrete Demolition	m²	336		
Concrete Restoration	m³	51		
Mobilization / Demobilization	lot	1		
Provision for Health and Safety	lot	1		
Testing and Commissioning	lot	1		
Permits	lot	1		

TOTAL BID PRICE: _____

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AUTHORIZED SIGNATORY/REPRESENTATIVE

NAME OF COMPANY

DATE

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- □ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- □ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
 and
- □ (d) Special PCAB License in case of Joint Ventures <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
- □ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
 - (f) Project Requirements, which shall include the following:

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- \Box (k) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
- □ (l) Duly accomplished Detailed Estimates Form, including a summary sheel indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- \Box (m) Cash Flow by Quarter.

