



# **J. H. CERILLES STATE COLLEGE**

Mati, San Miguel, Zamboanga del Sur

## **BIDDING DOCUMENTS**

### **Establishment of Water System with Chlorinator Tank in CMSE Lakewood Campus (Extra Work)**

Reference No.: 9311970

Public Bidding No.: PB22-28

**Sixth Edition**

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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



### J. H. CERILLES STATE COLLEGE

Mati, San Miguel, Zamboanga del Sur

Email address: [bac@jhcsc.edu.ph](mailto:bac@jhcsc.edu.ph)

Website: <http://www.jhcsc.edu.ph/>

### INVITATION TO BID FOR THE

### ***Establishment of Water System with Chlorinator Tank in CMSE Lakewood Campus (Extra Work)***

1. J. H. Cerilles State College, through the GAA 2022 (Fund 101) intends to apply the sum of **Six Hundred Thirty-Six Thousand One Hundred Fifty-Four Pesos and Sixty-One Centavos Only (PHP 636,154.61)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Establishment of Water System with Chlorinator Tank in CMSE Lakewood Campus (Extra Work)**. Bids received in excess of the ABC shall be automatically rejected.
2. J. H. Cerilles State College now invites bids for the above Procurement Project. Completion of the Works is required within **56** calendar days. Bidders should have completed within three (3) years from the date of the deadline of submission of bids, a **SINGLE LARGEST COMPLETED 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. Interested bidders may obtain further information from JHCSC and inspect the Bidding Documents at the address given below from December 3, 2022 to December 26, 2022, 8:00 AM – 5:00 PM.
4. A complete set of Bidding Documents may be acquired by interested Bidders on **December 3, 2022 to December 26, 2022** from BAC Secretariat and upon payment of **PHP1,000.00**, for the Bidding Documents.

Kindly coordinate with the Secretariat on the payment details. The Procuring Entity shall allow the bidders to present its proof of payment for the fees through the email address at [bac@jhcsc.edu.ph](mailto:bac@jhcsc.edu.ph). It may also be downloaded for free of charge from the Philippine Government Electronic Procurement System (PhilGEPS) and the JHCSC website, provided that payment of the non-refundable fee as above for the Bid Documents shall be made prior to submission of bids. Payment of the bidding documents can be deposited through JHCSC Landbank Account with the following details:

Landbank Account Name: **J. H. Cerilles State College**  
Account No.: **0522-1109-90**

5. The J. H. Cerilles State College will hold a Pre-Bid Conference<sup>1</sup> on **December 14, 2022, 10:00 AM** at J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City and/or through videoconferencing/webcasting via "Zoom", which shall be open to prospective bidders.
6. Bids must be duly received by the BAC Secretariat through manual submission at BAC Office, J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City on or before **December 26, 2022, at 9:00 AM**. Late bids shall not be accepted.
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.
8. Bid opening shall be on **December 26, 2022, 10:00 AM** at BAC Office, J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City.

9. The J. H. Cerilles State College 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.

For further information, please refer to:

**REBMEVON M. RAMIREZ**

BAC Secretariat Chair

Cellphone No.: 09922063657 or 09382970799

Email Address: bac@jhsc.edu.ph

Website: <http://www.jhsc.edu.ph>

JHCSC Office Address: IT Building, Pagadian Annex,  
Balangasan, Pagadian City



**WILFREDO M. BARNIDO, JR., CPA, MBA**  
*Chairman, Bids and Awards Committee*

<b>SCHEDULE OF BIDDING ACTIVITIES (Subject to change)</b>		
<b>No.</b>	<b>ACTIVITIES</b>	<b>DATE/SCHEDULE</b>
1	Pre-Procurement Conference	November 25, 2022
2	Posting/Advertisement (website, PhilGEPS, JHCSC Premises)	December 3, 2022 to December 26, 2022
3	Issuance of Bid Documents	December 3, 2022 to December 26, 2022 (8:00AM to 5:00PM except Saturdays, Sundays and Holidays)
4	Pre-bid Conference	Wednesday, December 14, 2022 @10:AM
5	Deadline for Request for Clarification, if any	Friday, December 16, 2022
6	Last day for the issuance of Supplemental/Bid Bulletin, if any	December 18, 2022
7	Deadline for submission of bids (Pagadian Campus)	Monday, December 26, 2022 @9:00AM
8	Opening of Bids	Monday, December 26, 2022 @10:00AM
9	Bid Evaluation	December 27, 2022
10	Sending of Notice to the Bidder with LCB advising them on the conduct of Post Qualification	Tuesday, December 27, 2022
11	Post Qualification on the Bidder with LCB or Succeeding LCB (if any)	December 28, 2022
12	BAC Deliberation on the results of Post Qualification	Thursday, December 28, 2022
13	Issuance of BAC's Recommendation (Based on the results of Post Qualification)	Thursday, December 29, 2022
14	Approval of BAC Resolution and Issuance of Notice of Award	TBA
15	Issuance of Notice to Proceed and Contract Signing	TBA



## **Section II. Instructions to Bidders**

### **1. Scope of Bid**

The Procuring Entity, **J. H. Cerilles State College** wishes to receive Bids for the project: **Establishment of Water System with Chlorinator Tank in CMSE Lakewood Campus (Extra Work)**, with Identification Number **PB22-28**.

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 **GAA 2022** in the amount of **PHP636,154.61**.

2.2. The source of funding is:

The General Appropriations Act or Special Appropriations.

### **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:

- a. **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 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. In case of joint ventures, a special PCAB License, and registration for the type and cost of the contract for this Project, shall be required. 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:*  
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 days**. 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**

16. 1. The 1<sup>st</sup> Envelope (Labeled as Eligibility & Technical Documents) must be properly sealed and marked, it shall contain five (5) sets of hard copies of Eligibility and Technical Documents and one (1) set of soft copies (Flash

Drive); one (1) set of documents (Labeled as Original Copy) and another four (4) sets of copies (Labeled as COPY 1, 2, 3, & 4)", 1 set of soft copies (Flash Drive).

16.2. The 2<sup>nd</sup> Envelope (Labeled as Financial Documents) must be properly sealed and marked; it shall contain five (5) sets of Financial Documents; one (1) set of documents (Labeled as Original Copy) and another four (4) sets of copies (Labeled as COPY 1, 2, 3, & 4)", 1 set of soft copies (Flash Drive).

Failure to comply with the requirements is a ground for disqualification.

## 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

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:  <b>a. Similar Contract:</b> <i>Building Construction/ Building Repair/ Renovation/ Rehabilitation</i>  <b>b.</b> 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; <b>c.</b> Completed within three (3) years prior to the deadline for the submission and receipt of bids.		
7.1	<i>Subtracting is not allowed.</i>		
10.3	A valid <b>PCAB License</b> is required.		
10.4	The key personnel must meet the required minimum years of experience set below:		
	Key Personnel	General Experience	Relevant Experience
	1 - Project Engineer Licensed Civil Engr.	Licensed Civil Engr. For at least 5 years	At least 3 years experience as Project Engineer on Building Projects
	1 - Materials Engineer	License Material Engineer for at least 3 years	At least 2 years experience as Material Engineer
	1- Safety Officer	Safety Officer Certificate	At least 2 years experience as Safety Officer
	1- Foreman		At least 3 years experience as Foreman on Building Projects
	1- Electrician	TESDA NC Certificate	At least 2 years experience as Electrician
	1 – Plumber	TESDA NC Certificate	At least 2 years experience as Plumber
	6- Skilled Laborer		
	10 - Unskilled Laborer		
10.5	The minimum major equipment requirements are the following:		
	Equipment		Number of Units
	One Bagger Mixer		1
	Bar Cutter		1
	Bar Bender		1
	Welding Machine		1
12	<i>No further instructions.</i>		
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <b>a.</b> The amount of not less than <b>PHP12,723.10</b> , <i>two percent (2%) of ABC</i> , if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;		

	b. The amount of not less than <b>PHP31,807.73</b> , <i>five percent (5%) of ABC</i> , if bid security is in Surety Bond.
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	<i>No further instructions.</i>
21	<p>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.</p> <ul style="list-style-type: none"> <li>• Organizational Chart for the contract to bid;</li> <li>• Duly signed Bio-Data of Contractor's Key Personnel;</li> <li>• Duly notarized Affidavit of Commitment from the bidder's Key Personnel</li> <li>• Duly signed Construction Schedule, S-Curve and PERT-CPM Network Diagram</li> <li>• Duly signed Manpower Schedule</li> <li>• Duly signed Construction Method in narrative form</li> <li>• Certification of Site Inspection issued by the Manager or his authorized representative</li> <li>• Construction safety and health program approved by DOLE</li> </ul>

## ***Section IV. General Conditions of Contract***

### **1. Scope of Contract**

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

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

### **2. Sectional Completion of Works**

If sectional completion is specified in the **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***

<b>GCC Clause</b>	
2	<i>Project Duration is 56 CD.</i>
4.1	<i>Schedule of Delivery is in Full.</i>
6	The site investigation reports are: <i>J. H. Cerilles State College CMSE Lakewood Campus.</i>
7.2	Fifteen (15) years.
10	a. 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>10</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 is <i>1% of every Progress Billing of the Contractor.</i>
13	The amount of the advance payment is <i>15% of the Contract Cost.</i>
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment. (Not applicable)
15.1	The date by which operating and maintenance manuals are required is " <i>None</i> " The date by which "as built" drawings are required is <i>7 calendar days after submission of the Letter of Completion.</i>
15.2	No amount will be withheld for failing to submit "as built drawings within the date required.  However, the approved As-Built Drawings shall form part of the requirements in processing the final Progress Billing payment.

## Section VI. Specifications

**Project:** Establishment of Water System with Chlorinator Tank in CMSE Lakewood Campus (Extra Work)

PB No.: PB22-28

ABC: PHP 636,154.61

Item Number	Description	Quantity	Statement of Compliance																												
1	<p><b><i>Establishment of Water System with Chlorinator Tank in CMSE Lakewood Campus (Extra Work)</i></b></p> <p>Inclusive of:</p> <p>Materials</p> <p>Equipment to be used</p> <p>Labor</p> <p>The minimum equipment required are the following:</p> <table><tr><th>No.</th><th>Description</th></tr><tr><td>1</td><td>One Bagger Mixer</td></tr><tr><td>1</td><td>Bar Cutter</td></tr><tr><td>1</td><td>Bar Bender</td></tr><tr><td>1</td><td>Welding Machine</td></tr></table> <p>Technical Personnel Required:</p> <table><tr><th>No.</th><th>Description</th></tr><tr><td>1</td><td>Project Engineer</td></tr><tr><td>1</td><td>Materials Engineer</td></tr><tr><td>1</td><td>Safety Officer</td></tr><tr><td>1</td><td>Foreman</td></tr><tr><td>1</td><td>Electrician</td></tr><tr><td>1</td><td>Plumber</td></tr><tr><td>6</td><td>Skilled Laborer</td></tr><tr><td>10</td><td>Unskilled Laborer</td></tr></table>	No.	Description	1	One Bagger Mixer	1	Bar Cutter	1	Bar Bender	1	Welding Machine	No.	Description	1	Project Engineer	1	Materials Engineer	1	Safety Officer	1	Foreman	1	Electrician	1	Plumber	6	Skilled Laborer	10	Unskilled Laborer	1 lot	<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance offered.</p> <p>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross- referenced to that evidence as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post- qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause</p>
No.	Description																														
1	One Bagger Mixer																														
1	Bar Cutter																														
1	Bar Bender																														
1	Welding Machine																														
No.	Description																														
1	Project Engineer																														
1	Materials Engineer																														
1	Safety Officer																														
1	Foreman																														
1	Electrician																														
1	Plumber																														
6	Skilled Laborer																														
10	Unskilled Laborer																														

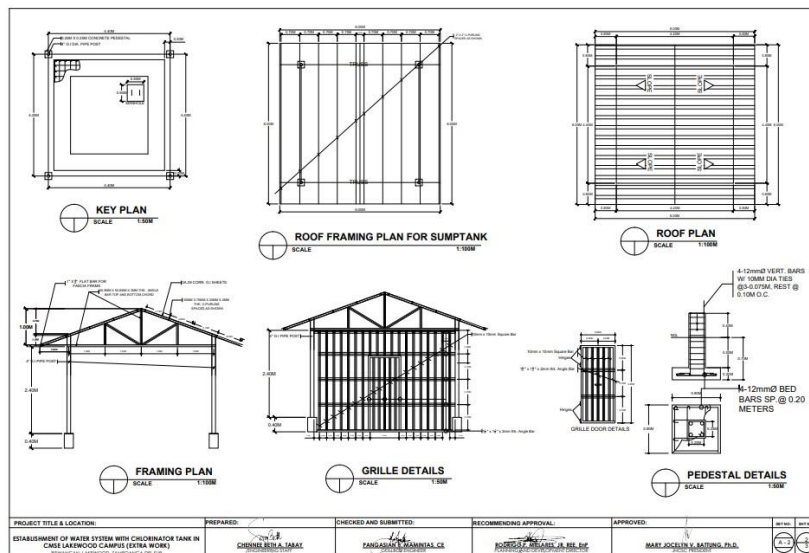
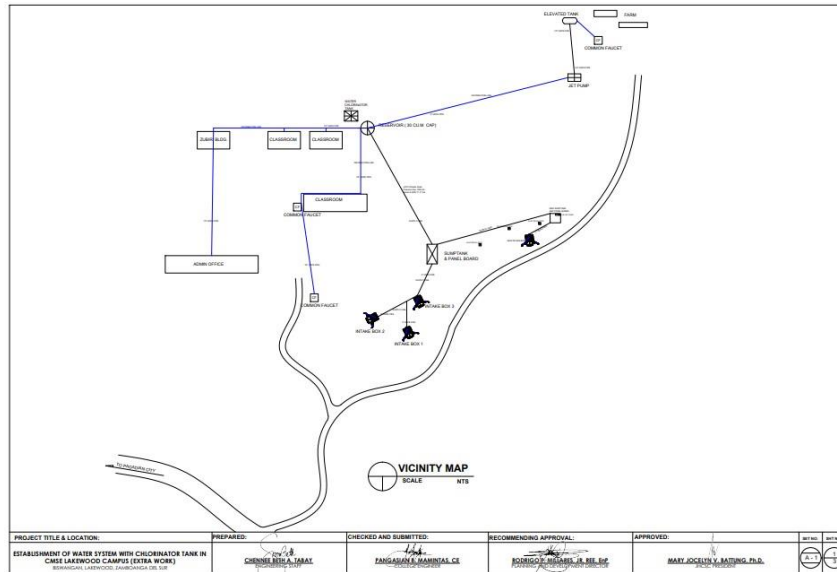
I hereby commit to comply with all the above technical specifications according to the lot that I bid. If found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

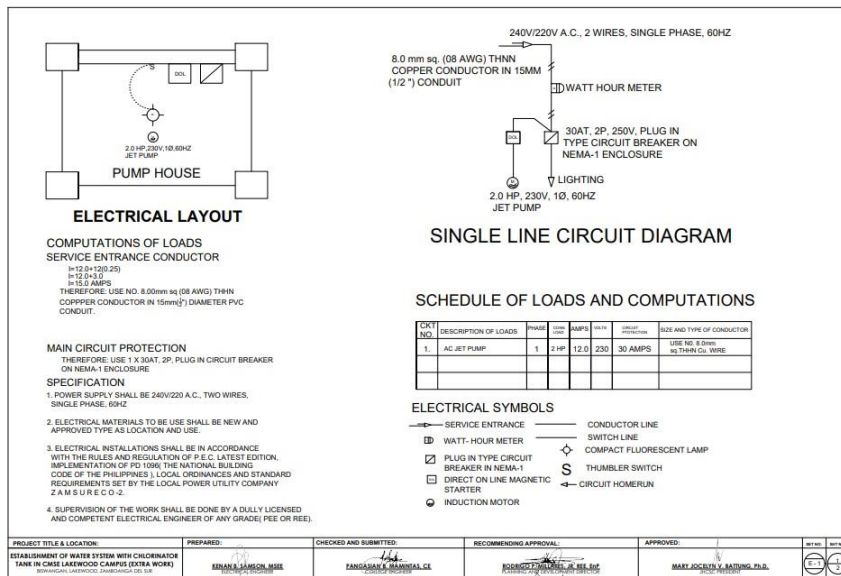
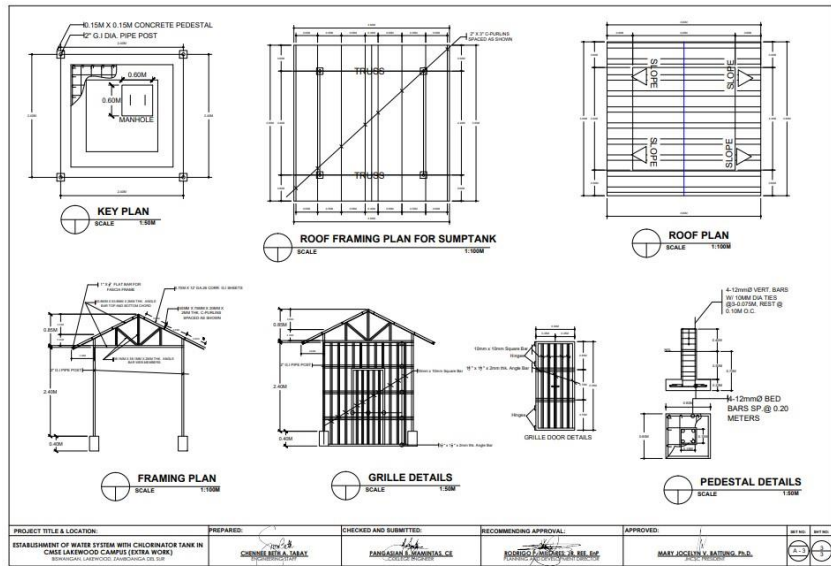
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Signature over Printed Name

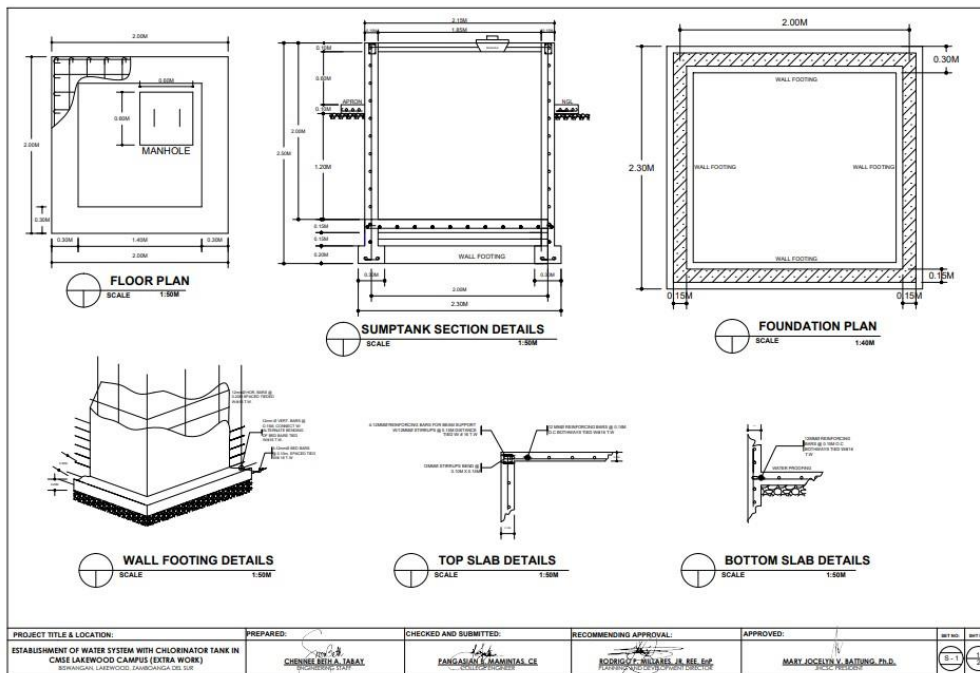
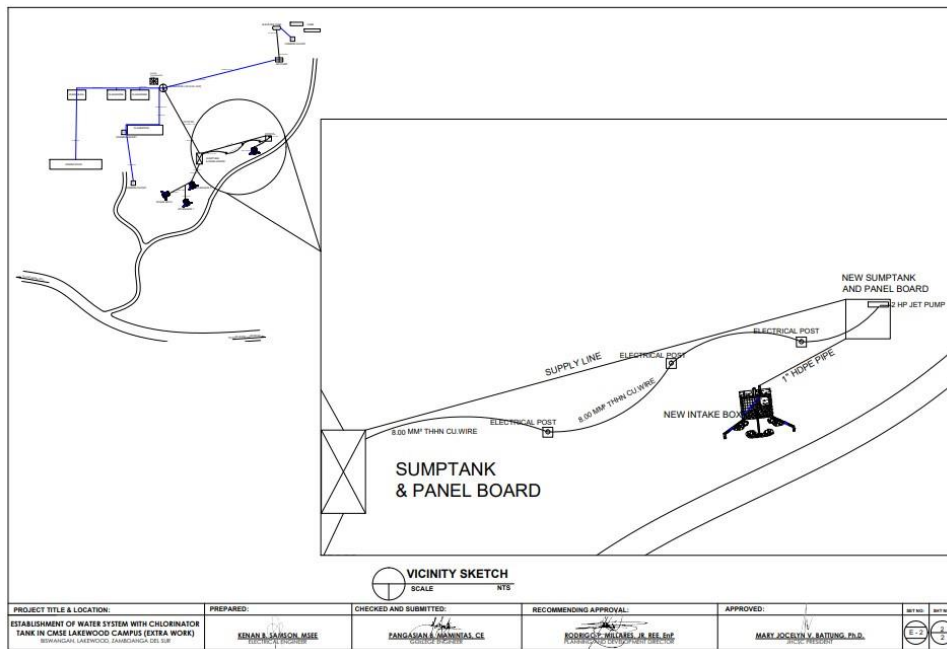
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Position

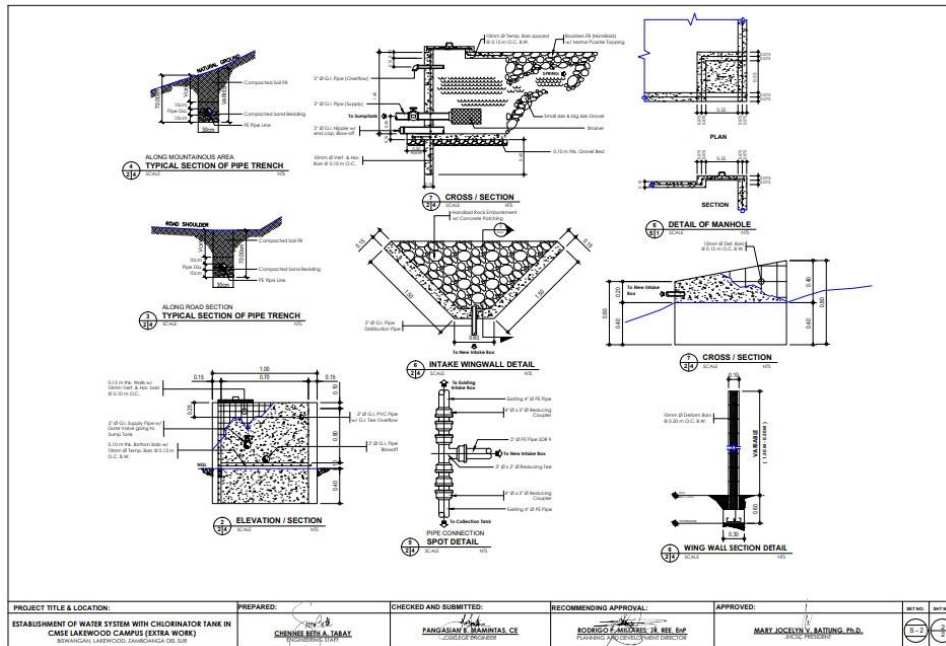
\_\_\_\_\_  
Department/Division

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









## Section VIII. Bill of Quantities



Republic of the Philippines  
**J.H. CERILLES STATE COLLEGE**  
 Brgy. Mati, San Miguel, Zamboanga del Sur  
 www.jhscmain.edu.ph; Telefax (062) 945-0026  
 Email add: jhscs.main@yahoo.com

Project Title : Establishment of Water System with Chlorinator Tank in CMSE Lakewood Campus (Extra Work)  
 Project Location : Biswangan, Lakewood, Zamboanga del Sur

BILL OF QUANTITIES OF PROPOSED WORK					
ITEM NO.	DESCRIPTION	UNIT	QTY	TOTAL	UNIT COST
802	Structure Excavation (Common Soil)	cu.m.	13.09	Amount in Words Amount in Figures	Amount in Words Amount in Figures
804 ( 1 ja	Embankment ( From Structure Excavation )	cu.m	3.28	Amount in Words Amount in Figures	Amount in Words Amount in Figures
804 (4)	Embankment ( Gravel Bedding )	cu.m.	2.50	Amount in Words Amount in Figures	Amount in Words Amount in Figures
900 (1)	Structural Concrete	cu.m.	10.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
902(1.1)	Reinforcing Steel (Deformed bars)	kgs.	815.28	Amount in Words Amount in Figures	Amount in Words Amount in Figures
1,047	Metal Structures	kgs.	405.94	Amount in Words Amount in Figures	Amount in Words Amount in Figures
1,013	Corrugated Roofing	sq.m	50.60	Amount in Words Amount in Figures	Amount in Words Amount in Figures
1,002	Plumbing Works	lot	1.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
1,201	Water Pumping System	set	1.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
1032(1)c	Painting Works	sq.m.	48.96	Amount in Words Amount in Figures	Amount in Words Amount in Figures
1,005	Steel Grilles	kgs.	288.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
1,100	Conduits, Boxes & Fittings	L.S	1.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
1,101	Wires and Wiring Devices	L.M	300.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
1,102	Power Load Center, Switchgear and Panelboards	sets	1.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
1,103	Lighting Fixtures	sets	1.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
B.7	Construction Safety and Health Occupational	L.S	0.55	Amount in Words Amount in Figures	Amount in Words Amount in Figures
B.5	Project Billboard	Each	1.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
SUB TOTAL					
TOTAL					

# Section IX. Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**Or**
- ☐ (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**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- ☐ (e) 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**
- ☐ (f) 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**
- ☐ (g) Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **and**
- ☐ (h) 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**
- ☐ (i) 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**
- ☐ (j) 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

- ☐ (k) 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**
- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

### Class "B" Documents

- ☐ (m) 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.

**25 FINANCIAL COMPONENT ENVELOPE**

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

**Other documentary requirements under RA No. 9184**

- ☐ (o) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (p) 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**
- ☐ (q) Cash Flow by Quarter.

