

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Construction of Two (2) Storey MCWD Transportation Office Building with Motorpool and Service Bay (Labor, Equipment, and Materials)

Government of the Republic of the Philippines

**Sixth Edition
August 2022**

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



REPUBLIC OF THE PHILIPPINES
METRO COTABATO WATER DISTRICT
Governor Gutierrez Avenue
Cotabato City

**Invitation to Bid for
Construction of Two (2) Storey MCWD Transportation Office Building with
Motorpool and Service Bay (Labor, Equipment, and Materials)**

1. The Metro Cotabato Water District (MCWD), through the MCWD 2022 Corporate Budget approved by Board of Directors intends to apply the sum of **Fourteen Million Forty Five Thousand Six Hundred Pesos (PhP14,045,600.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Construction of Two (2) Storey MCWD Transportation Office Building with Motorpool and Service Bay (Labor, Equipment, & Materials) PR#22-06-0388**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Metro Cotabato Water District now invites bids for the above Procurement Project. Completion of the Works is required **300 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from Metro Cotabato Water District and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested bidders on **August 11, 2022** from given address and website/s below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty Five Thousand Pesos (P25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees it will be presented in person; by facsimile; or through electronic means.
6. The Metro Cotabato Water District will hold a Pre-Bid Conference¹ on **August 25, 2022 at 2:00 pm** at the MCWD Conference Room and/or through video conferencing via Zoom, which shall be open to prospective bidders.

¹ 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.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before September 6, 2022 at 2:00 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.
9. Bid opening shall be on September 6, 2022 at 2:00 pm at the given address below MCWD Conference Room Gov. Gutierrez Avenue, Cotabato City via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders who opt to attend physically the pre-bid conference and bid opening conference are advised to secure the necessary/requisite travel documents required by the Local Government Unit (LGU) concerned at their own expense, and shall submit to the precautionary measures being implemented within MCWD premises.
11. The Metro Cotabato 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.
12. For further information, please refer to:

MS. ROSALIE JUNGCO-DELA CRUZ
BAC Secretariat Head
Metro Cotabato Water District
Governor Gutierrez, Avenue, Cotabato City
TeleFax No. (064) 421-3009
E-Mail Address: mcwd_procurement@yahoo.com

You may visit the following websites:

For downloading of Bidding Documents: metrocotabatowd.gov.ph

www.philgeps.gov.ph

August 11, 2022

ENGR. WINSTON L. SAPAL
Chairperson, MCWD BAC

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. **Scope of Bid**

The Procuring Entity, Metro Cotabato Water District invites Bids for the Construction of Two (2) Storey MCWD Transportation Office Building with Motorpool and Service Bay (Labor, Equipment, & Materials), with Project Identification Number PR#22-06-0388.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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 2022 in the amount of **PhP14,045,600.00**.

2.2. The source of funding is: MCWD 2022 Corporate Budget.

3. **Bidding Requirements**

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or

through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- 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 at Governor Gutierrez Avenue, Cotabato

City and/or through video conferencing / webcasting via Zoom as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until January 3, 2023. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause																									
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Building Construction</i>																								
7.1	<i>Not applicable</i>																								
10.3	General Building Category B Small B License Category C & D																								
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;">10</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Project Engineers – 2</td> <td style="text-align: center;">5</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Materials Engineers</td> <td style="text-align: center;">5</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Safety Officer*</td> <td style="text-align: center;">3</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Foremen – 3</td> <td style="text-align: center;">5</td> <td style="text-align: center;">3</td> </tr> </tbody> </table> <p>* Safety Officer must have completed 40-hour mandatory training on Construction Occupational Safety and Health</p>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	10	5	Project Engineers – 2	5	3	Materials Engineers	5	3	Safety Officer*	3	3	Foremen – 3	5	3						
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10.5	<p>The minimum major equipment requirements are the following:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Backhoe</td> <td style="text-align: center;">0.8 cu.m. bucket</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Dump Truck</td> <td style="text-align: center;">9 cu.m.</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Concrete Mixer</td> <td style="text-align: center;">1 bagger</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Compactor (Walk Behind Rollers)</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Grader, Motorized</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Compactor (Single Smooth Drum Vibratory)</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Concrete Vibrator</td> <td></td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Backhoe	0.8 cu.m. bucket	1	Dump Truck	9 cu.m.	1	Concrete Mixer	1 bagger	1	Compactor (Walk Behind Rollers)		1	Grader, Motorized		1	Compactor (Single Smooth Drum Vibratory)		1	Concrete Vibrator		1
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Concrete Vibrator		1																							
12	<i>No further instructions</i>																								
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <u>PhP280,912.00</u>, 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>PhP702,280.00</u> if bid security is in Surety Bond. 																								

19.2	Partial bids are allowed, as follows: <i>Not applicable</i>
20	Environmental Compliance Certificate
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. **The Contractor's Obligations**

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

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

5. **Performance Security**

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payment

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	Not applicable
4.1	Upon issuance of Notice to Proceed
6	Not applicable
7.2	Fifteen (15) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 5 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 1/10 of 1% of the total contract price
13	The amount of the advance payment is 15% of the total contract price
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which "as built" drawings are required is within 30 calendar days upon completion of the project
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 10% of the total contract price.

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure

a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., 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 Bidder's 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 applicable laws and issuances.]</i></p>
	<p>Construction of Two (2) Storey MCWD Transportation Office Building with Motorpool and Service Bay (Labor, Equipment & Materials)</p>	

I.	GENERAL REQUIREMENTS	
1.	OCCUPANCY PERMITS AND INSURANCE	
	Contractor shall be responsible to All Risk Insurance & Third Party Liability and Workman’s Compensation Insurance (CARI), and other insurances required by the Local Government Unit (LGU) as may be required. The Contractor shall be responsible for securing Occupancy Permit after completion of the construction.	
2.	SCOPE OF WORK	
	a. The Contractor shall conduct thorough inspection of the existing job site conditions.	
	b. The Contractor shall construct all Civil Works, Structural, Electrical, Sanitary/ Plumbing, Mechanical / Fire Protection works in accordance with the Plans and Specifications. All items shown on the Plans but not mentioned in the Specifications shall be included. Discrepancies shall be verified with the Procuring Entity.	
	c. The Contractor shall consult the MCWD Technical Personnel to locate benchmarks. Shop drawings of stake out plan and actual reference marks shall be verified and approved by the Procuring Entity prior to any permanent construction. He shall refer to the General Nature and Scope of Work and other Bid Documents for more extensive description of the work.	
	d. Final Cleaning, Re-touch and Certificate of Occupancy As Pre-requisite to Final Acceptance: Final cleaning and re-touch shall be done by Contractor for approval by the Procuring Entity/Project In-charged. The Contractor shall be responsible to secure a Certificate of Occupancy from the City Engineer’s Office after completion of the construction of the completed project as pre-requisite to Final Acceptance of the owner.	
	e. The Contractor shall be responsible for the safety and safe working practices of its respective employees and laborers.	
	f. The Procuring Entity may at any time without invalidating the Contract make changes by altering, adding to or deducting from the work as covered by the drawings, specifications, and general scope in written	

	instructions. Provisions under General Conditions of the contract cover such circumstances.	
3.	SITE WORK	
A.	Earthworks:	
	<p>1. Excavation. Footings and Foundations</p> <p>Subject to the provisions of Articles 684 to 686 of the Civil Code of the Philippines on lateral and subjacent support, the design and quality of materials used structurally in excavation, footings and in foundations shall conform to accepted engineering practices.</p> <p>Footings and foundations shall be of the appropriate type, of adequate size, and capacity in order to safely sustain the superimposed loads under seismic or any condition of external forces that may affect the stability of the structure. The Contractor shall employ construction methodology that is minimal impact to its immediate environs during foundations works. Such methodology shall be approved by MCWD before commencing any foundation works.</p>	
	<p>2. Excavation and Fill</p> <p>Excavation or fills for buildings or structures shall be constructed or protected that they do not endanger life or property.</p> <p>Whenever the depth of excavation for any construction is such that the lateral and subjacent support of the adjoining property or existing structure thereon would be affected in a manner that the stability or safety of the same is endangered, the Contractor undertaking or causing the excavation to be undertaken shall be responsible for the expense of underpinning or extending the foundation or footings of the aforementioned property or structure.</p>	
	<p>3. Site Clearing</p> <p>General site clearing operations include removal of demolished materials and objectionable matter, and clearing to allow for new construction. Provide barricades, coverings or other types of protection necessary to prevent damage and accident.</p>	
B.	SITE SAFETY REQUIREMENTS:	

	The Contractor shall, maintain a temporary board – up, security for the proper execution of site up-keeping. Such board-up shall be built where necessary and required by MCWD for its full length except for such openings as may be necessary for the proper execution of the work, in such case, openings shall be provided with doors which shall be kept closed at all times except in actual use.	
C.	TEMPORARY SITE FACILITIES	
	1. <i>Temporary Facilities:</i> The Contractor shall provide a construction site office.	
	<p>2. <i>Other Temporary Provisions:</i></p> <p>The General Contractor shall provide all temporary:</p> <ul style="list-style-type: none"> • The Contractor shall provide all temporary lighting, power, water supply and all necessary facilities sufficient enough for the simultaneous use of all possible fields of work to complete the project. • The Contractor shall provide the necessary number of warehousemen to ensure security of construction site. • The Contractor shall provide Billboards for precautions for Public Safety. • Other provisions as required by the National Building Code. • All others required as discussed in the Pre-Bid Conference or per issued Supplemental Bid Bulletin. • The Contractor shall provide the necessary number of units of Fire extinguishers. 	
D.	STORAGE AND FILING OF MATERIALS	
	1. Delivery: General Contractor shall ensure that materials are properly turned over and delivered on site in good quality and condition.	
	2. Storage: Contractor shall designate and/or allot a space for storage of their materials and for erection of their sheds and tool houses. Materials shall be arranged properly and accordingly in terms of sizes, quality, quantity, category and time of use.	
	3. Warehouse shall be maintained and secured properly by the designated person of the Contractor.	
	4. All cement, lime and other materials affected by moisture shall be stored on platforms and protected from weather. Materials shall be stored as to insure the	

	<p>preservation of their quality and fitness for their work. Stored materials shall be located so as to facilitate prompt inspection.</p>	
<p>4.</p>	<p>CONCRETE WORKS (see ANNEX A)</p> <p>This item shall consist of furnishing, placing of structure concrete with reinforcement of footing, columns, tie beams, beams suspended slab, slab on fill, formworks 12mm thick plywood, form lumber, coco lumber, scaffolding, and assorted nails or better quality materials. Concrete shall consist of a mixture of Portland cement, fine aggregate, coarse aggregate, and water.</p> <p>Material Requirements:</p> <ol style="list-style-type: none"> 1. All cement shall be Portland type. 2. Fine aggregates used in the composition of concrete shall consist of washed river sand. 3. Coarse aggregate shall consist of stone, gravel or other approved inert materials with similar characteristics. Size shall be ¾” crushed gravel. 4. The water to be used in the project for the concrete works shall be reasonably clean and free from oil, salt, acid, alkaline, grass or other substance injurious to the finish product. 5. The concrete materials shall be proportioned in accordance with the requirements for the class of concrete which produce 3,000 psi min. compressive strength. 6. Quality Control Testing: The Contractor shall perform all sampling, testing and inspection necessary to assure quality control of the component materials and the concrete <p>The Contractor shall be responsible for determining the gradation of fine and coarse aggregates and for testing the concrete mixture for slump, air content, water-cement ration and temperature. He shall conduct his operations so as to produce a mix conforming to the approved mix design</p> <ol style="list-style-type: none"> 7. Documentation The contractor shall maintain adequate records of all inspections and tests. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected, and nature of any corrective action taken. 	

The Engineer may take independent assurance samples at random location for acceptance purposes as he deems necessary.

8. Table-2: Formwork Stripping Time (When Ordinary Portland Cement is uses)

Type of Formwork	Formwork Removal Time
Sides of Walls, Columns and Vertical Faces of Beam	24 hours to 48 hours (as per engineers decision)
Slabs (props left under)	3 days
Beam soffits (props left under)	7 days
Removal of Props of Slabs:	
Slabs spanning up to 4.5m	14 days
Slabs spanning over 4.5m	14 days
Removal of props for beams and arches	
Span up to 6m	14 days
Span over 6m	21 days

It is important to note that the time for formwork removal shown above in Table – 2 is only when Ordinary Portland Cement is used. In normal construction process Portland Pozzolana cement is used. So, the time shown in Table-2 should be modified

5. MASONRY

1. For walls and partitions requiring concrete hollow blocks (CHBs), locally-made available CHBs with minimum compressive strength of 4.80 MPa may be used. Initial blocks must be adequately anchored to the concrete wall column or slab thoroughly. It shall be set in full mortar; all cells of units with rebars shall be filled solidly with concrete grout.

2. Cement mortar shall be mixed only to such quantity as required for immediate use and any mixture which develops initial set shall not be used. Mixing of cement mortar which has practically hardened shall not be used.

6.	<p>ROOFING WORKS</p> <p>1.) Roof: (See Annex A: S – 3/10)</p> <ul style="list-style-type: none"> a) Rib-Type Pre painted Roofing <ul style="list-style-type: none"> 1. 0.40mm Thick 2. Color blue b) Double sided insulator – 10mm 	
7.	<p>DOORS, WINDOWS, AND STAIRCASE</p> <p>1.) Doors: (See Annex A: S – 10/14)</p> <ul style="list-style-type: none"> a.) Main Doors (D1): Two (2) units swing glass doors with aluminum frames; Use ¼” Thick Tempered Glass. Including complete accessories. b.) Secondary Doors (D2): One (1) unit Panel Doors with complete accessories c.) Tertiary Doors (D3): Three (3) units Panel Doors with complete accessories. d.) Comfort Room Doors (D4): Two (2) units PVC Doors with complete accessories. e.) Roll-Up Doors: <ul style="list-style-type: none"> a. Bay No. 1, Bay No. 2, and Bay No. 3 b. Six (6) units: Two (2) sets per Bay c. Manual Operation d. H= 4.25M; W=2.85M <p>2.) Installation of supplied doors shall be in the following areas:</p> <ul style="list-style-type: none"> 7.2.1.) Transportation Office 7.2.2) 2nd Floor room 7.2.3) Supply Room 7.2.4) Comfort Room 7.2.5) Records Room <p>3.) Windows: See Schedule of Windows:</p> <ul style="list-style-type: none"> a.) Awning Type Windows (W1, W4, & W5) b.) Sliding Windows (W2, & W3) <p>4.) STAIR: (See Annex A: S – 10/14)</p> <ul style="list-style-type: none"> a.) Width: At Least 1.20 Meters b.) Hand Rails: Hard Wood and stainless steel 	
8.	<p>PLUMBING AND FIXTURES</p> <p>All fixtures shall be installed complete with accessories, such as fittings, angle valve, shut-off valve and supply pipe assembly, p-traps flange and others to make it functional. Submit model and color samples for Procuring Entity’s approval of all fixtures and accessories.</p>	

	<ol style="list-style-type: none"> 1. Water closet: with flush tanks. 2. Urinal: Wall-hung type. 3. Lavatory: <ol style="list-style-type: none"> 3.a. Under the counter type lavatory with single faucet hole on center w/ front overflow hole, to match water closet color. 4. Floor Drains: Stainless steel 4"x4" 	
9.	ELECTRICAL WORKS	
	9.1.0 GENERAL DESCRIPTION	
	<p>9.1.1 The work to be done under this work item of the Specifications consist of the fabrication, furnishing delivery and installation, complete in all details of the Electrical Work, at the subject premises and all work materials incidental to the proper completion of the installation. All work shall be done in accordance with the governing Philippine Electrical Codes and Regulations and with the Specifications, except where same shall conflict with such codes etc., which latter shall then govern. The requirements with regards to materials and workmanship specify the required standard for the furnishing of all labor, materials and appliances necessary for the complete installation of the work specified herein and indicated on the drawings.</p>	
	<p>9.1.2 LAWS/CODES and REGULATIONS: The work under this work item shall be executed in accordance with the latest requirements of the following: Building Code of the Philippine Electrical Codes, Laws, ordinances, and regulations of the locality having jurisdiction over the project. The requirements of the above mentioned governing laws/codes and the requirements of the companies having involvement/participation are hereby made part of this Specifications and the CONTRACTOR is required to comply with the same. This does not relieve the CONTRACTOR from complying with requirements of specifications or drawings in excess of above laws and ordinances, codes and requirements which are not prohibited by the same.</p>	
	<p>9.1.3 GUARANTEE: The CONTRACTOR shall guarantee that the electrical system is free from all grounds and defective materials and workmanship for a period of one (1) year from the date of final acceptance of the work. All defects arising within the</p>	

	<p>guarantee period shall be reminded by the CONTRACTOR at his own expense. The CONTRACTOR shall indemnify and save harmless PROCURING ENTITY from and against all claims, suits, actions, or liabilities for damages arising from injuries, disabilities or loss of life to persons or damage to public or private properties resulting from fault or any act of contractor or his representative in the execution of this work. The partial acceptance of the work for the purpose of making partial payments, based on the estimated cost satisfactorily completed by the CONTRACTOR, shall not be considered as final acceptance of that portion of the work.</p>	
	<p>9.1.4 DRAWINGS & SPECIFICATIONS</p> <p>9.1.4.1 The electrical plans, which constitute an integral part of these Specifications, shall serve as the working drawings. The plans indicate the general layout and arrangement of the complete electrical system and other works.</p> <p>9.1.4.2 The drawings and specifications are meant specifically to be complementary to each other and where it is called for by one shall be binding as if called for by both. Anything which is basically required to complete the installation for proper operation but not expressly mentioned on the drawings and/or specifications shall be furnished and installed by the CONTRACTOR at no extra cost to the MCWD as though specifically stipulated or shown in both.</p> <p>9.1.4.3 Procuring Entity shall have the final decision on any apparent conflict between the drawings and specifications or on any under and controversial point in either or both.</p> <p>9.1.4.4 All dimensions and locations shown on the plans are approximate and shall be verified in the field, as actual locations, distances, and levels are governed by actual conditions.</p>	
	<p>9.2.0 SCOPE OF WORK</p>	
	<p>9.2.1 Work Included</p> <p>The work to be done under this work item shall include the furnishing of all tools, labor, equipment, fixtures and materials, each complete and in proper working condition unless one or other is specifically excluded or stated otherwise in these</p>	

	<p>Specifications but not limited to the following principal items of work:</p> <p>9.2.1.1 Furnish and install a complete wiring and raceway system for the underground power and telephone distribution system including concrete pedestals, concrete hand holes and necessary wiring gutters and boxes.</p> <p>9.2.1.2 Furnish and install a complete grounding system.</p> <p>9.2.1.3 Perform terminations for all electrical system.</p> <p>9.2.1.4 Complete testing of all electrical systems.</p> <p>9.2.1.5 Preparation of “As-built” drawings.</p> <p>9.2.1.6 If any item of works or material has been omitted which are necessary for the completion of the Electrical Work as outlined herein before, then such items shall be and hereby included in this section of work.</p>	
<p>9.3.0 PROCEDURE</p>		
	<p>9.3.1 Workmanship</p> <p>The CONTRACTOR shall execute the work in the most thorough, prompt and workmanlike manner and in accordance with the plans and specifications. The installations shall be done thru standard methods and good engineering practices.</p>	
	<p>9.3.2 Materials</p> <p>All materials to be installed shall be brand new except as otherwise noted on the plans or specifications. The materials shall be as specified. No substitution of materials is allowed. Should the CONTRACTOR find it necessary to use another type/brand of materials instead of the specified item, he shall first obtain approval from the Procuring Entity prior to installation. Any substituted material installed without the approval of the Procuring Entity shall be subject to replacement.</p>	
	<p>9.3.3 Coordination:</p> <p>It is the sole responsibility of the CONTRACTOR to conduct coordination of his activities with the following:</p> <p>3.3.1 Other trades and suppliers</p> <p>3.3.2 Procuring Entity/Project In- Charged</p>	

	<p>3.3.3 Local Government Authority</p> <p>3.3.4 Deviation from the Plans: No deviation from the plans is to be made unless given notice or approval by the Procuring Entity.</p>	
	<p>3.3.5 Record Drawings and “As-Built” plan. The CONTRACTOR is required to keep an active record of the actual installation during the progress of the job. This shall be the reference in the preparation of the “As-Built” plans which shall include all pertinent information, complete in all aspect of the actual installation, and all new information not originally shown in the contract drawings. The “As-Built” plans shall be prepared by the CONTRACTOR at his expense and shall be submitted to the Procuring Entity for approval upon the completion of the work. The approval of the “As-Built” drawings shall be a prerequisite for the final acceptance of the electrical works. Submit two (2) copies of the “As-Built” drawings signed and dry sealed by the CONTRACTOR’S Registered Professional Electrical Engineer. Original tracing/reproducible copy shall also be submitted to the Procuring Entity.</p>	
	<p>9.3.4 Samples & Shop Drawings</p> <p>3.3.6.1 30 days prior to the installation or fabrication of materials the CONTRACTOR shall submit to Procuring Entity the following for approval.</p> <ul style="list-style-type: none"> a. Shop drawings of panel boards showing arrangements of circuit breakers, bus bar sizes, lugs, etc. Indicate all dimensions. b. Shop drawings or samples required as noted in the drawings. c. Samples and catalogs of materials intended to be installed. <p>3.3.6.2 The CONTRACTOR shall also submit to the Procuring Entity without delay shop drawings and other submittals which may be required by Procuring Entity during the progress of construction.</p> <p>3.3.6.3 The above requirements shall be submitted to the Procuring Entity at the</p>	

	<p>earliest possible time to give allowance for checking and verification. These shall be complete in all aspects.</p> <p>3.3.6.4 Submit four (4) sets of each shop drawings.</p>	
	<p>3.3.7 Electric Power: The CONTRACTOR shall be responsible for his own electric power needed for the execution of the job.</p>	
	<p>3.3.8 TEST Conduit tests on all electrical conductors installed in the presence of the Procuring Entity</p> <p>3.8.1 check for grounds</p> <p>3.8.2 insulation resistance test</p> <p>3.8.3 continuity test for all outlets</p> <p>3.8.4 voltage level test</p> <p>3.8.5 phase relationship</p> <p>3.8.6 check circuit connections at panel boards, all single phase circuit shall be connected to phase as shown in the load schedule.</p> <p>3.9 Submit Reports On Tests All reports must be formal, typewritten and properly identified.</p> <p>3.10 All defects found during the test shall be repaired immediately by the CONTRACTOR.</p> <p>3.11 All tools, equipment and instruments needed to conduct tests shall be on the account of the CONTRACTOR.</p>	
	<p>9.4.0 MATERIALS</p>	
	<p>9.4.1 Conduits</p> <p>9.4.4.1 Rigid Steel Conduits (RSC) and Intermediate Metal Conduit (IMC):</p> <ol style="list-style-type: none"> a. Standard trade sizes, hot dipped galvanized with inside enamel or epoxy coating. b. Joints-threaded coupling for joints. c. Use for power & lighting. <p>9.4.4.2 Polyvinyl Chloride Conduit (PVC)</p> <ol style="list-style-type: none"> a. Standard trade sizes, schedule 40 b. Coupling & fittings - standard couplings for joints by solvent weld process. 	

	<p>9.4.4.3 Installation of Conduits</p> <ul style="list-style-type: none"> a. Installation is in accordance with PEC and of good engineering practice. b. Use standard trade sizes locknut and bushing at each end terminating in boxes/panel boards. Ensure electrically continuous conduit system. c. Provide independent conduits supports using hangers, supports or fastenings spaced in accordance with good engineering practice and PEC. d. Use adjustable trapeze hangers for horizontal parallel runs. e. Conduits bends shall not be more than the equivalent of three (3) 90 degree bends between pulling points. f. Conduit threads cut on job shall have same effective lengths, thread dimensions, and taper as factory threads. g. Cut ends of conduit square with hand or power saw and ream to remove burrs and sharp edges. Do not use wheel cutter. h. Clamps shall be galvanized malleable iron one-hole straps, beam clamps or other approved device with necessary bolts and expansion shields. i. Trapeze hangers shall be used for parallel runs of conduits. Install conduit clamps at end of each run and at each elbow. Paint hangers one prime coat of red lead or zinc chromate, and one finish coat of an approved color. Hangers are not detailed but must be adequate to support combined weight of conduit, conductors and hangers. Submit shop drawings for approval. j. All underground conduits installed shall be provided with concrete encasement at least 8cm. thick outer face of conduit. 	
	<p>9.4.2 Wires</p> <ul style="list-style-type: none"> 1.) Wires shall be annealed copper, 98% or better conductivity, insulated, single, except as noted in the drawings. 2.) 600 volt class type as indicated in the plans. Wires greater than no. 8 sq.mm shall be stranded. 3.) Minimum size shall be #3.5THW for power and lighting circuits. 4.) Use standard methods in pulling wires. 5.) Splices of wires/cables shall be done inside junction boxes or auxiliary gutters using standard 	

	<p>connectors. No wires shall be spliced inside conduits.</p> <p>6.) All wires and cables shall be color coded. Each phase will have different color</p>	
	<p>9.4.3 Insulation</p> <p>All splices shall be properly insulated using electrical tape. Application of insulation tape shall be equivalent to the insulation of the wire concerned. Use filler compound, ‘Scotch fill at sharp edges to provide smooth surface before taping.</p>	
	<p>9.4.4 Panel board & Circuit Breaker</p> <p>9.4.5.1 NEMA type/enclosure unless noted, PEC rules and regulations, circuit breaker type shall be 230V, number of pole as required.</p> <p>9.4.5.2 Panel boards shall contain a single brand of circuit breakers.</p> <p>9.4.5.3 All circuit breakers used as main shall be “Bolt on” type molded case, thermal magnetic protective, quick make, quick break, trip free from handle, trip indicating, number and size as shown in the schedule. Internal common trip for 2 and 3 pole breakers.</p> <p>9.4.5.4 Breaker minimum interrupting capacities shall be based on NEMA and UL test procedures.</p> <p style="padding-left: 40px;">a. 230 volt breakers - 10,000 rms. Symmetrical amperes at 240V A/C (minimum).</p> <p>9.4.5.5 Word “space” indicated in the schedule shall mean that complete bus, insulators, etc. shall be included ready to accept future circuit breaker of the same frame size as the largest branch circuit breaker.</p>	
10.	<p>FINISHES, CEILING, TILE AND PAINTING WORKS</p> <p>Refer to Plans for location. Verify plans for other finishes not specified or omitted herein. Sample of all materials shall be submitted to the Procuring Entity for approval as to color and quality workmanship.</p>	
	<p>A. FLOOR FINISHES</p>	

	<p>1. Granite Tiles: Supply and installation of 60cm x 60cm. For the Ground floor and the 2nd Floor as to where to be applied.</p> <p>2. Vitrified Glazed & Unglazed Tiles: Supply and installation of 40cm x 40cm (For the Comfort Rooms Floors and Walls)</p> <p>3. Ceramic Tiles: Supply and installation of 120cm x 25cm x 0.65cm. Anti-Slip. For the Stairs.</p> <p>4. FLOOR PAINT - rubberized</p>	
	<p>B. WALL FINISHES</p> <p>1. Plain Cement Plaster Finish: 10 mm. thick. on vertical, on masonry and for all concrete hollow block surfaces, painted finish as indicated in the Drawings and for all areas not otherwise noted with other finishes.</p>	
	<p>C. CEILING FINISHES</p> <p>1. Supply and installation of Fiber Cement Board ceiling with 4.5mm thickness</p>	
<p>AREAS WITH CEILING ARE THE FOLLOWING AREAS: (See plan details)</p>		
	<p>A. TRANSPORTATION OFFICE</p> <p>All materials shall be Environmental Protection Agency (EPA) certified and approved.</p> <p>Painting Materials:</p> <ol style="list-style-type: none"> 1. Submit various painting materials specification data and sample to be used for Procuring Entity/Project In-charge approval. 2. Painting Schedule: <ol style="list-style-type: none"> a. Interior Concrete or Masonry Painted - Three (3) coats water-based masonry plain semi-gloss finish. Sample Shades for Procuring Entity's Approval. b. Plain Flat Finish: Acrylic water-based paint on ceilings, three (3) coats. <p>Plain Semi-gloss in Acrylic water-based Epoxy paint on interior and exterior walls, columns, on all other concrete surfaces (3) coats.</p>	

11.	DRAINAGE WORKS 1.) Catch Basin: (See Annex A: S – 11/18) 2.) Concrete Canal: (See Annex A: S – 10/17) 3.) Length: 201.00 Linear Meters	
12.	HOISTING WORKS: See Annex A: S–2/9 and details	
13.	METAL WORKS A. All steel reinforcing bars shall be deformed conforming to ASTM A615-68. Minimum yield strength of reinforcing bars shall be as follows: 1. $F_y = 40 \text{ ksi (275 MPa)}$ For concrete structural frames of buildings 2. $F_y = 33 \text{ ksi (225 MPa)}$ For slabs -on-fill, manholes and sanitary structures B. All steel Matting for Partition: 1. Use B.I. Steel Matting Gauge #6 2. Use B.I. Pipe for the posts 3. Sliding partition (Annex A: A-3/3) C. For Roofing and Trusses (Annex A: S-3/10,4/11,5/12,6/13)	
14.	TOILET PARTITIONS A. TOILET CUBICLES 1. Partition System: homogeneous, floor-anchored, high pressure compact OR Marine laminated partition and doors complete with stainless steel bracing and hinges, brass or molded plastic pedestals, and indicator lock with heavy duty stainless steel hardware. Submit catalogue & mock-up for Procuring Entity’s approval. 2. Accessories: All accessories should be in molded plastic material. Submit samples for Procuring Entity Approval. a. Urinal Dividers: wall-hung suspended type with stainless stiffener and stainless steel wall bracket; material same as toilet partition system	
15.	PLUMBING / SANITARY WORKS	
	PSW 1.0 SCOPE OF WORKS	

	<p>1.1 The work to be undertaken under this section shall consist of the furnishing of all materials, labor tools, equipment and other facilities and the satisfactory performance of all work necessary for the complete installation, testing and operation of the plumbing system accordance with the applicable drawing and this section of that specifications consisting of, but not necessarily limited to the following:</p> <ol style="list-style-type: none"> a. Building’s Water distribution system. b. Furnishing, installation and testing of water closets, lavatories, accessories including controls & piping works. c. Furnishing and installation of all plumbing fixtures, fittings, trims and accessories. d. All work shall be performed in accordance with the requirements of all applicable laws of the Republic of the Philippines and all local codes and ordinances. <p>1.2 The contractor is required to refer to all mechanical, electrical, structural and architectural plans and specifications all shall investigate all possible interference and conditions affecting his work in this section and that of the other sections.</p>	
	<p>1.3 All plumbing works to be done and sizes of pipe to be used shall be of the sizes, which are required and in accordance with the NATIONAL PLUMBING CODE OF THE PHILIPPINES.</p>	
<p>PSW 2.0 GENERAL</p>		
	<p>2.1 DRAWING AND SPECIFICATIONS:</p> <ol style="list-style-type: none"> a) The contract drawings and the specifications are complimentary to each other, and any labor or materials called for by both, if necessary for the successful operation of any other particular types of equipment shall be furnished and installed without additional cost of Procuring Entity. b) All dimensional locations of fixtures, equipment, floors and roof drains risers and pipe. Chases shall be verified on the architectural drawings and manufacturer’s catalogs. c) Upon completion of the work as described herein, the Contractor shall at his own expense furnish the Procuring Entity originals and three (3) sets of “AS BUILT” Plans for future reference and maintenance purposes. 	

	<p>2.2 PROTECTION:</p> <p>The contractor shall protect all his work and materials loss, injury or defacement. Protection of fixtures and materials shall be provided by boards, papers and/or cloth as required and any loss, damaged or deface material shall be replaced by the Contractor at his own expense.</p>	
	<p>2.3 INSTALLATION AND WORKMANSHIP:</p> <p>a. All labor shall be performed in a first-class, neat and workman like manner by mechanic skilled in their work shall be satisfactory to the Procuring Entity.</p> <p>b. No piping in any location shall be closed up, furred in or covered before testing and the examination of same by the inspector, Procuring Entity.</p>	
	<p>PSW 3.0 IDENTIFICATION OF MATERIALS:</p> <p>a. Each length of pipe, fitting, traps, fixtures, and device used in the plumbing system shall have cast, stamped or indelibly marked on it the manufacturer's trade mark or name, the weight, the type, and classes of product when so required by the standards mention above.</p> <p>b. All plumbing fixtures and fittings installed without the above trademarks shall be removed and replaced with probably marked fixtures and fittings without any extra cost to the MCWD.</p>	
	<p>PSW 4.0 WATER SUPPLY</p> <p>a. Pipes and fittings for waterline shall be as SPECIFIED BY MCWD.</p> <p>b. Valves-All valves, unless otherwise specified shall be gate valves of size as indicated in the drawings: for hot water supply, valves and fittings shall be insulated of a thickness equal to that of the insulation on the adjoining pipe, securely fastened in place.</p> <p>1.0 SANITARY DRAINAGE</p> <p>a. Soil and waste Pipes and Fittings: Soil and waste pipes and fittings shall be PVC pipes (POLYVINYL CHLORIDE) series 1000.</p> <p>b. Vent Pipes and Fittings: Vent pipes and fittings shall be PVC pipes</p>	

	c. Floor Drains: Shower and floor drains shall be of high grade, strong, tough, and even grained metals.	
PSW 5.0 EXECUTION		
	<p>5.1 GENERAL INSTALLATION OF PIPES</p> <p>A. Install pipes approximately as shown on the drawings, as straight and direct as possible forming right angles parallel lines with walls and other pipes, and neatly spaced unless otherwise indicated. Care shall be taken not to weaken the structural portions of the building.</p> <p>B. Maintain minimum slope of 3mm (1/8 inch fall per foot) on all soil, waste and drain lines 100mm in diameter.</p> <p>C. Do not install pipes or other apparatus in a manner which will interfere with full swing of the doors and windows.</p> <p>D. The arrangement, position and connection of pipe fixtures, drains, valves and the like indicated on the drawings shall be followed as closely as possible, the right is reserved by the Procuring Entity to change location and elevations to accommodate conditions which may arise during the progress of the work prior to installation, without additional cost to the MCWD for such changes. The responsibility for accurately laying out of the work rests with this Contractor. Should be found that any work if laid out caused interference, the matter shall be reported to the Project In-charged before connecting the work.</p> <p>E. Ream all screwed pipes smooth before installation. Do not bend, flatten, split or injure pipes in any way.</p> <p>F. Use reducing fittings, in making reduction in size of pipe. Bushing will not be allowed unless specifically approved.</p> <p>G. Where chrome plated piping is installed, cut and thread pipe. Bushing will not be allowed unless specifically approved.</p> <p>H. Carry fixture connections, concealed in building constructions, to points above floor, break out close to underside of fixture and rise exposed to fixture.</p> <p>I. No piping shall be installed which will provide a cross or interconnection between a distribution supply of drinking water of Domestic use and pollution or waste pipe, the water line shall be placed above the waste pipe in ground installation.</p>	

	<p>5.2 INSTALLATION OF WATER SUPPLY PIPES AND FITTINGS</p> <p>A. The piping shall be extended to all fixtures, outlets and equipment. Ends of pipes and outlets shall be capped or plugged and left ready for future connections.</p> <p>B. Branch pipe from service line may take off of main, bottom of main, or side of main, using such cross over fittings as may be required by structural or installation conditions. All service pipes, valves and fittings shall be kept at sufficient distance from other work to permit finished covering not less than 12.7mm (1/2") from such other work and not less than 12.7mm between finished coverings on the different services. No water piping shall be buried in floors until after they have been inspected and approved.</p> <p>C. Where the branch serves more than one fixture, the branch shall be increased in size in proportion to sizes as shown on the drawings.</p> <p>D. Cast bronze unions shall be installed at the connection to all equipment so that they may be conveniently disassembles.</p> <p>E. Upon completion of water system, flush out lines and all valve sets to clear system of particles and dirt.</p>	
	<p>5.3 WATER SYSTEM TEST</p> <p>A. Upon completion of the roughing-in and before fixtures, the entire water piping system shall be tested at a hydrostatic pressure of one and half (1-1/2) times the expected working pressure in the system when in operation, and proven tight at this pressure or not less than 150 psi gauge.</p> <p>B. Where a portion of the water piping system is to be concealed before completion, this portion shall be tested separately in a manner to that described for the entire system, and in the presence of the Procuring Entity/Project In-charged.</p>	
	<p>PSW 6.0 SEPTIC VAULT: See ANNEX A: P-3/7</p>	
<p>16</p>	<p>PANTRY WORKS (See Pantry Area for details)</p>	
<p>17</p>	<p>DRIVER'S LOCKER WORKS (See Locker details)</p>	

<p>II</p>	<p>GENERAL CONDITIONS OF PLANS AND SPECIFICATIONS</p> <p>The execution of the Specification, Plans and other related Contract documents shall be subjected to the rules and regulations as provided in the General Conditions of the Contract. The Plans and Specifications shall be interpreted by the Procuring Entity and or his/her representative. The Contractor is enjoined to confer with the Procuring Entity and or his/her representative. The Contractor is enjoined to confer with the Procuring Entity on items for clarification before submitting his/her bid. No excuses shall be entertained for misinterpretation of the Plans and Specifications after the award of contract. All work as deemed required by the Procuring Entity shall be carried out properly by the Contractor.</p> <p>a) The Contractor shall consult the Procuring Entity on portion of the work not mentioned in the Specification and not illustrated on the Plans. He shall not work without proper instruction or detailed plans approved by the Procuring Entity, otherwise he shall be responsible for the acceptance of the work done without details. In such case, the Contractor shall make good the work at his own expense.</p> <p>b) No alteration or addition shall be allowed without the consent and proper documentation approved by the Procuring Entity, even such change is ordered by the Procuring Entity, the Contractor shall bring the case to the Procuring Entity, Request for approval of such changes, alteration, deviation of work shall not be done without consent of the Procuring Entity.</p> <p>Changes may be presented to the Procuring Entity in the form of shop drawings.</p> <p>Two (2) set of clean plans and specifications shall always be kept at the jobsite to be available to the Procuring Entity or their representative upon his request during the construction.</p>	
<p>III.</p>	<p>GENERAL CODE AND STANDARDS</p> <p>The applicable rules and regulations prescribed by the following agencies and /or embodied in the following shall be observed:</p> <p>a. Department of Public Works and Highways</p>	

	<ul style="list-style-type: none"> b. Department of Health c. National Pollution Control Commission d. Department of Environment and Natural Resources/MENRE e. Bureau of Fire Protection f. Applicable Building Laws in the City of Cotabato 	
<p>IV.</p>	<p>SCOPE OF WORK - CONSTRUCTION WORK</p> <p>Building proposed for construction shall comply with all the regulations and specification herein set forth governing quality, characteristics and properties of materials, methods of construction and classification. All other matters relative to the design and construction of the building and structures not provided for in these specifications shall conform to the provisions of the Fire Code of the Philippines and National Structure Code of the Philippines, as adopted and promulgated by the Board of Civil Engineering pursuant to Republic Act Number 544, as amended, otherwise known as the “Civil Engineering Law”.</p> <p>The Contractor shall supply all the materials, provide equipment and perform the construction activities but not limited of the following:</p> <p>a. Mobilization/Demobilization</p> <p>The Contractor shall mobilize and bring out into work, all personnel, temporary facilities and equipment, in accordance with the approved construction program, equipment moving and utilization schedule and manpower schedule, from its regular place of business to the site to undertake the contract.</p> <p>Mobilization shall include the obtaining and transporting to jobsite of equipment, materials, tools personnel, temporary facilities and all necessary items for the execution and completion of the work and shall also include the setting up and the verification of all equipment, instrument and all other facility until it is rendered operable.</p> <p>Demobilization shall include dismantlement and removal from the site of Contractor’s temporary facilities, materials and equipment. Demobilization shall also include clean-up of the site after completion of the contract as approved by Engineers and transportation from the site of Contractor’s personnel.</p>	

V.

BILL OF QUANTITIES

	WORK ITEM	QTY	UNIT	UNIT PRICE	TOTAL PRICE (PhP)
A	Mobilization	1	Lot		
B	Excavation works	390	m ³		
C	Earthworks	1255	m ³		
D	Form & scaffolding works	1	lot		
E	Concrete works	214	m ³		
F	Re-bar works	21868	Kg		
G	Masonry works	437	m ²		
H	Tile works	176	m ²		
I	Roof works	800	m ²		
J	Truss & steel works	1	Lot		
K	Ceiling works	168	m ²		
L	Painting works	1	Lot		
M	Doors works	20	Set		
N	Window works	55	m ²		
O	Pantry works	1	Lot		
P	Plumbing & Sanitary works	1	Lot		
Q	Toilet accessories	1	Lot		
R	Driver's locker works	6	Units		
S	Lightning & electrical works	1	Lot		
T	Drainage works	201	Lm		
U	Hoisting works	1	Lot		
V	Concrete road works	74	Lm		
W	Demobilization	1	Lot		
X	Permits and Licences	1	lot		
TOTAL BID PRICE (PhP) in words					

a. See Annex B

b. NOTES

- i. The Plans, Detailed Drawings, Specifications, Detailed Bill of Quantities, Contract Agreement and other Bid Documents shall be considered as complementing each other, so that what is mentioned or shown in one, although not mentioned in the other, shall be considered as appearing in both. In case of conflict between the two, the same should be referred to the Planning

	<p>& Design - Engineer Department for resolution with the approval of the Head of Procuring Entity.</p> <p>ii. The construction shall be finished with first class workmanship to the satisfaction of the Head of Procuring Entity.</p> <p>iii. The items, description and quantities given on The Bill of Quantities /Bid Form, are guides only to the owner/bidder interpreting the plans and technical specifications. The owner is not responsible for any mistakes, inaccuracies, duplications, or omissions in this list of the Bill of Quantities/Bid Form which shall never be a basis for additions nor deletions to the scope of work. Only the entries of the Bidder consisting of his own take off quantities from the plans and technical specifications and his unit cost and corresponding sums shall be considered.</p> <p>iv. The unit and total bid prices must include all direct and indirect cost/expenses such as overhead, contingencies and miscellaneous (OCM); profit; value added tax and other obligations of any kind under which the contract must be borne by the Bidder since they are necessary to install, construct and complete the whole of the contract in accordance with the bid documents.</p> <p>v. The Grand Total Cost shall include the supply, delivery, installation of materials, labor, construction supervision and equipment including testing and commissioning of equipment by the contractor.</p>	
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NOTE: Bidders must state either "COMPLY" or "NOT COMPLY" or any equivalent term in the column "Statement of Compliance" against each of the individual parameters of each "Specification".

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder
Representative

Signature Over Printed Name of

Date

Section VII. Drawings

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
and
- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (r) Cash Flow by Quarter.

Bid Form

Date: _____

IB² N^o: _____

To: **Metro Cotabato Water District**

Address: Governor Gutierrez Avenue, Cotabato City

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract ***“Construction of Two (2) Storey MCWD Transportation Office Building with Motorpool and Service Bay (Labor, Equipment, & Materials)”***;

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

(c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;

(f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

(i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

² If ADB, JICA and WB funded projects, use IFB.

- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the ***“Construction of Two (2) Storey MCWD Transportation Office Building with Motorpool and Service Bay (Labor, Equipment, & Material)”*** of the Metro Cotabato Water District.
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____

Statement of all On-going Government & Private Construction Contracts including contracts awarded but not yet started

Business _____

name: _____

Business _____

address: _____

-

Name of Contract/Location Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	Total Contract Value of Award	Total Contract Value at Completion	% of Accomplishment		Value of Outstanding Works
			Description	%				Planned	Actual	
<u>Government</u>										
<u>Private</u>										
								Total Cost		

Note: This statement shall be supported with:

1. Notice of Award
2. Notice to Proceed
3. Certificate of Accomplishments signed by the owner or Project Manager

Submitted by : _____
(Printed Name & Signature)

Designation: _____

Date: _____

Statement of all Completed Government & Private Construction Contracts which are similar in nature

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Scope of Works	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
				Description	%		
<u>Government</u>							
<u>Private</u>							

NOTE:

- a. This statement shall be supported with:
 - 1. Contract
 - 2. Certificate of Completion or Certificate of Acceptance
 - 3. Duly signed Final Bill of Quantities/Bill of Materials or any proof showing the similar component of the work as stated in ITB Clause 5.4, conformed by the Owner.
- b. The column for the **Scope of Works** must be properly filled up with the major components of the contract identified as similar in nature.

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

List of Equipment, Owned or Leased and/or Under Purchase Agreements, Pledged to the Proposed Contract

Business Name: _____

Business Address: _____

Description	Model/Year	Capacity/ Performance/Size	Plate No.	Motor No./ Body No.	Present Location	Condition	Proof of Ownership/ Lessor or Vendor
A. Owned							
i.							
ii.							
B. Leased							
i.							
ii.							
C. Under Purchased Agreement							
i.							
ii.							

NOTES:

- 1.) The Prospective Bidder shall enumerate hereunder the equipment units it owned, under leased, and or under purchase agreement that it shall commit to use exclusively in the project which include among others the minimum equipment requirements as follows:

- > _____
- > _____
- > _____

- 2.) This form shall be supported with the **STATEMENT OF AVAILABILITY OF EQUIPMENT**.
- 3.) Proof of ownership (O.R./C.R./Deed of Absolute Sale) for owned equipment.
- 4.) Certification of Availability of Equipment from the Equipment Lessor/Vendor.

Submitted _____ by:

(Printed Name & Signature of the Authorized Signing Official)

Name of Firm / Bidder:

Designation: _____

Date: _____

Statement of Availability of Equipment

(Date of Issuance)

BIMBO A. SINSUAT, JR.

Head of Procuring Entity
Chairman of the Board
Metro Cotabato Water District
Gov. Gutierrez Avenue,
Cotabato City

Thru : **MA. MELINDA ELAINE V. BARCIMO**
OIC - General Manager

Attention : **ENGR. WINSTON L. SAPAL**
The Chairperson
Bids and Awards Committee

Dear Sir:

In compliance with the requirements of the **METRO COTABATO WATER DISTRICT – BAC** for the bidding of **“Construction of Two (2) Storey MCWD Transportation Office Building with Motorpool and Service Bay (Labor, Equipment, & Materials)”**, we certify the availability of equipment that (Name of the Bidder) owns, has under lease, and/or has under purchase agreements, that may be used for the construction contract stated below.

(State here the list of equipment, which are under lease and/or under purchase agreement.

Very truly yours,

(Name of Representative)
(Position)
(Name of Bidder)

Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name: _____

Business Address: _____

	Project Manager / Engineer	Materials Engineer	Foreman	Construction Safety and Health Personnel	Other positions deemed required by the Applicant for this project
1 Name					
2 Address					
3 Date of Birth					
4 Employed Since					
5 Experience					
6 Previous Employment					
7 Education					
8 PRC License					

Minimum : Project Manager / Engineer
: Materials Engineer
: Foreman
: Construction Safety and Health Personnel

Note : Attached individual resume/bio-data and PRC License of the (professional) personnel.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

1. Indicate the Features of Project
(particulars of the project components
and any other particular interest
connected with the project) : _____

2. Contract Amount Expressed in
Philippine Currency : _____

3. Position : _____

4. Structures for which the employee
Was responsible : _____

5. Assignment Period : from _____ (months) _____ (years)

: to _____ (months) _____ (years)

Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

(Place and Date)

(The Authorized Representative)

Contractor's Organizational Chart for the Contract

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman and other Key Engineering Personnel.

Attach the required Proposed Organizational Chart for the Contract as stated above

NOTES:

6. *This organizational chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.*
7. *The Bidders shall comply with and submit sample form SF-INFR-46 for each of such key personnel.*
8. *Each such nominated engineer/key personnel shall comply with and submit sample form SF-INFR-47 and SF-INFR-48.*
9. *All these are required to be in the Technical Envelope of the Bidder.*

Standard Form Number: SF-GOOD-14

Revised on: May 24, 2004

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK (Net Financial Contracting Capacity Computation)

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

Note: The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date: _____

Note:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Standard Form Number: SF-INFR-56
Revised on: August 11, 2004

Contract Name : _____

Location: _____

Cash Flow by Quarter or Payment Schedule

PARTICULAR	% WT.	1 st QUARTER or Payment	2 nd QUARTER or Payment	3 rd QUARTER or Payment	4 th QUARTER or Payment
ACCOMPLISHMENT					
CASH FLOW					
CUMULATIVE					
CUMULATIVE CASH FLOW					

Submitted by:

Name of the Representative of the Bidder

Date: _____

Position

Name of the Bidder

Note: One of the requirements from the bidders to be included in its Financial Envelope is the cash flow by quarter and payment schedule

