

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement for the Electrification of Un-Energized Schools and Modernization of Electrical System On-grid Schools**

Government of the Republic of the Philippines



Education Facilities Division (EFD)

March 2024

**2024-RVIII(Calbayog)-EP**

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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***



**PROJECT NO.: 2024-RVIII-(CALBAYOG)-EP  
INVITATION TO BID**

FOR THE

**Procurement for the Electrification of Un-Energized Schools and  
Modernization of Electrical Systems On-grid School**

1. The **Department of Education (DepEd) Schools Division of Calbayog City**, through the **General Appropriation Act (GAA) CY 2024**, intends to apply the sum of **Philippine Pesos Two Million Seven Hundred Thirty-three Thousand Five Hundred Sixteen pesos & 07/100 Centavos Only (Php2,733,516.07)**, - **CY2024 EP** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement for the Electrification of Un-Energized Schools and Modernization of Electrical Systems On-grid School @ Tinambacan CES, Calbayog City.**

2.

SCHOOLS	LOCATION	SCOPE OF WORK	ALLOCATION
Tinambacan CES	Calbayog City	Electrification of Un-Energized Schools and Modernization of Electrical Systems On-grid School	2,733,516.07
<b>TOTAL</b>			<b>2,733,516.07</b>

Bids received in excess of the ABC for shall be automatically rejected at bid opening.

3. The **DepEd – Schools Division of Calbayog City** now invites bids for the above Procurement Project. Completion of the Works is required **105 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).
4. 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.
5. Interested bidders may obtain further information from **Department of Education – Schools Division of Calbayog City, BAC Office** and inspect the Bidding Documents at the address given below during **8:00AM to 5:00PM, Monday to Friday**.
6. A complete set of Bidding Documents may be acquired by interested Bidders on **March 27, 2024**.



**Department of Education  
Schools Division of Calbayog City – BAC Office  
P2 Brgy. Hamorawon, Calbayog City  
calbayogcity.deped.gov.ph**

Upon accomplishing Bidder's Information Sheet and upon payment of the applicable fee for the Bidding Documents in the amount of *Five Thousand Pesos (P 5,000.00)* to the *Department of Education – Schools Division of Calbayog City – Cashier's Office*. Only bidders who purchased bidding documents will be allowed to submit bids (ITB 6.8).

7. The *Department of Education – Schools Division of Calbayog City* will hold a Pre-Bid Conference<sup>1</sup> on *April 3, 2024; 10:00 AM– Schools Division of Calbayog City, P2 Brgy. Hamorawon, Calbayog City*. Prospective bidders are advised to contact the BAC Secretariat a day before the said activity for the link. Pre-Bid Conference shall be open to all prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *10:00 AM of April 15, 2024*. Late bids shall not be accepted.
9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
10. Bid opening shall be on *10:00 AM of April 15, 2024* at the *Division Conference Hall, Division Office DepED – Schools Division of Calbayog City, P2 Brgy. Hamorawon, Calbayog City*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The *Department of Education – Schools Division of Calbayog City* 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:

*BAC Secretariat  
Department of Education  
Schools Division of Calbayog City  
BAC Office  
P2 Brgy. Hamorawon, Calbayog City  
calbayogcity.deped.gov.ph*

**(SGD). JUN NILOU D. DULFO, PhD.**  
BAC Chairman

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

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

## 1. **Scope of Bid**

The Procuring Entity, *DepEd – Schools Division of Calbayog City*, wishes to receive Bids for the project: **Electrification of Un-Energized Schools and Modernization of Electrical Systems On-grid School**

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 **EP 2024** in the aggregate amount of **Philippine Pesos Two Million Seven Hundred Thirty-three Thousand Five Hundred Sixteen pesos & 07/100 Centavos Only (Php 2,733,516.07)**

The source of funding is the *FY 2024 Electrification Program*

## 3. **Bidding Requirements**

The Bidding for the Project shall be governed by 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 verified and accepted the general requirements of this project, have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as a 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, subject to Domestic Preference requirements under **ITB** Clause 18.

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated in the BDS, but in no case more than fifty percent (50%) of the Project.
- 7.2. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required bid documents of the subcontractors complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 Revised IRR of RA 9184 pursuant to Section 23.1, thereof. In the event that any subcontractor is found by the Procuring Entity to be ineligible at this stage, the subcontracting of such portion of the Works shall be disallowed.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or

end-user unit. In the event that any subcontractor is found by the Procuring Entity to be ineligible at this stage, the subcontracting of such portion of the Works shall be disallowed.

- 7.4. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time as indicated in paragraph 7 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. Similar to the required authentication above, 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, for both the Design Phase (i.e., Architect, Structural Engineer, Electrical Engineer, Sanitary Engineer or Master Plumber, Mechanical Engineer and Draftsmen) and Construction Phase (i.e., Project Manager, Project Engineer, Structural Engineer, Sanitary Engineer or Master Plumber, Professional Electrical Engineer, Professional Mechanical Engineer, Foreman, Administrative

Support) 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 [Not Applicable].

## **12. Alternative Bids**

- 12.1. 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 **120 calendar days**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

**16. Sealing and Marking of Bids**

- 16.1 Each Bidder shall submit one copy of the first and second components of its Bid.
- 16.2 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.

**17. Deadline for Submission of Bids**

- 17.1 The Bidders shall submit on the specified date and time and either at its physical address 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 8 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. Partial Bids are not allowed.
- 19.3. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 19.4. 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***

# 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 (i.e. Building Construction)
5.4	<p>In addition to the requirements prescribed under Section 23.4.2 of the Revised IRR of RA 9184, eligible bidders shall comply with the following requirements:</p> <ol style="list-style-type: none"> <li>1. The bidder must be a holder of a valid Philippine Contractors Accreditation Board (PCAB) License with Registration Particular <u>General Building</u>. In the case of a Joint Venture, the venturing partners must individually be a holder of PCAB license.</li> </ol> <p style="padding-left: 40px;">The joint venture must have obtained and must submit as part of its bid a Special PCAB License for Joint Venture.</p> <ol style="list-style-type: none"> <li>2. The bidder must have successfully undertaken and completed at least one construction project/contract, costing at least 50% of the ABC of this project within the past five (5) years. For this purpose, construction projects/contracts shall refer to <u>Construction of Buildings</u>.</li> <li>3. The Bidder, in its bid, shall submit a list of containing the names, educational attainment, training, professional license and work experience of personnel, attaching each of their curriculum vitae and a copy of the valid PRC licenses of the professionals.</li> </ol> <ol style="list-style-type: none"> <li>1. Project Engineer/Architect             <ol style="list-style-type: none"> <li>a. Civil Engineer/Architect - minimum of 10 years experience as Project Engineer</li> <li>b. Experience in new vertical construction/medium rise building construction for a minimum of 10 years</li> </ol> </li> <li>2. Key Personnel to be assigned to Project             <ol style="list-style-type: none"> <li>a. Sanitary Engineer or Master Plumber - minimum 5 years relevant experience</li> <li>b. Electrical Engineer or Master Electrician - minimum of 5 years relevant experience</li> <li>c. Foreman – minimum 10 years relevant experience</li> </ol> </li> </ol> <p>There should be one (1) construction field team for every identified school site</p>

7.1	Subcontracting is allowed, but not to exceed 50 % of the total contract price awarded.								
10.3	No further instruction.								
10.6	<p>A. The technical documents shall include the following:</p> <ul style="list-style-type: none"> <li>i) Bid security in the prescribed form, amount and validity period;</li> <li>ii) Affidavit of Site Inspection</li> <li>iii) Project Requirements, which shall include the following: <ul style="list-style-type: none"> <li>(1) Organizational charts for the contract to be bid,</li> <li>(2) List of construction personnel (<i>viz</i>, Project Manager, Project Engineer, Sanitary Engineer or Master Plumber, Electrical Engineer or Master Electrician, Foreman), to be assigned to the contract to be bid, with their complete qualification and experience data as shown in their respective Curriculum Vitae, and copies of their PRC licenses as required, subject to BDS Clause 5.4)</li> <li>(3) List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; and</li> </ul> </li> <li>iv) Statement of Compliance with the qualification stipulated in Clause 5.9 of this BDS. Proofs of the required experience and previously completed contracts, as may be appropriate, may be required during the post-qualification stage of the bidding. This likewise applies to relevant documents showing partnership, employment or teaming arrangements.</li> </ul> <p><b>Minimum Requirements for Tools and Equipment:</b></p> <table border="1" data-bbox="384 1491 1337 1664"> <thead> <tr> <th data-bbox="384 1491 652 1554">Quantity</th> <th data-bbox="652 1491 1337 1554">Equipment</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 1554 652 1592">1</td> <td data-bbox="652 1554 1337 1592">Delivery Truck</td> </tr> <tr> <td data-bbox="384 1592 652 1630">1</td> <td data-bbox="652 1592 1337 1630">Set hand Tools</td> </tr> <tr> <td data-bbox="384 1630 652 1664">1</td> <td data-bbox="652 1630 1337 1664">Boom Truck</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Tools and Equipment must be in good condition.</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• There should be at least one (1) set of the above tools and equipment for every identified school site</li> <li>• Tools and Equipment should be supported by proof of ownership, lease and/ or purchase agreement. The bidder may choose among the ff. options:</li> </ul>	Quantity	Equipment	1	Delivery Truck	1	Set hand Tools	1	Boom Truck
Quantity	Equipment								
1	Delivery Truck								
1	Set hand Tools								
1	Boom Truck								

	<p>a. Proof of ownership to be included in the Technical Proposal; or</p> <p>b. Lease Agreement between lessor and lessee and Proof of Ownership of the Lessor to be included in the Technical Proposal;</p> <p>c. Purchase Agreement between the bidder and the owner. Certification of availability of equipment from the vendor for the duration of the project</p> <p>B. The second envelope (Financial Proposal) shall contain all other requirements:</p> <ol style="list-style-type: none"> <li>1. Original of Duly signed Bid Form showing bid price</li> <li>2. Duly signed Bill of Quantities</li> <li>3. Detailed estimate</li> <li>4. Cash flow by quarter and payment schedule.</li> </ol>							
12	<p>Alternative Bids</p> <p><b>No further instruction.</b></p>							
12.1	<p><b>PCAB LICENSE</b> Only Contractors with Special License in Electrical Works Shall be allowed to bid with registration Particulars <b>SP-EE</b> (Electrical Works)</p>							
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> <table border="1" data-bbox="384 1218 1370 1973"> <thead> <tr> <th data-bbox="384 1218 1031 1435">Form of Bid Security</th> <th data-bbox="1031 1218 1370 1435">Amount of Bid Security (Equal to Percentage of the ABC)</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 1435 1031 1563">(a) Cashier's/manager's check issued by a Universal or Commercial Bank.</td> <td data-bbox="1031 1435 1370 1563" rowspan="2">Two percent (2%)</td> </tr> <tr> <td data-bbox="384 1563 1031 1803">(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td> </tr> <tr> <td data-bbox="384 1803 1031 1973">(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td data-bbox="1031 1803 1370 1973">Five percent (5%)</td> </tr> </tbody> </table>	Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)	(a) Cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)	(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)							
(a) Cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)							
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.								
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)							

(d) Bid Securing Declaration	No percentage required
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1. Original Bid Security shall be included in the “Technical Component Envelope, otherwise, the bid shall be rejected or disqualified.
2. Bid Security in the form of Cash should be deposited by the Bidder to the DepEd SDO Cashier prior to bid submission; and submit the original Official Receipt inside the Technical Component Envelope.
3. Bid security in the form of cashier’s/manager’s check should be made payable to “**DepEd – Schools Division of Calbayog City TRUST**”
4. The Bid Securing Declaration must be original and should follow the standard form and the required fields of information should be properly filled out, otherwise, it shall be a ground for disqualification of the bids.
5. The Bid Security shall not contain any deletion, crossing out, expunction, or any form of correction, otherwise, DepEd may reject such security if any such intercalation or alteration affects any material information or feature of the document.
6. Bid security in the amount exceeding the required amount of the appropriate bid security stated above is not a ground for disqualification of the bidder’s bid.

Forms of Bid Security (In Php)				
ABC (in PhP)	Cashier’s / manager’s check issued by a Universal or Commercial Bank  (2% of ABC)	Bank draft/guarant ee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank  (2% of ABC)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security  (5% of ABC)	Bid Securing Declaration  (no percentage required)

	2,733,516.07	54,670.32	54,670.32	136,675.80	
19.2	In a given lot, partial bids are not allowed and the same shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. Bidders may however bid in one or more lots.				
20	<p>Post-Qualification</p> <p>To facilitate post-qualification, the bidder <b>at its option</b> may submit in advance, i.e. on the deadline for submission and receipt of bids, the documents required in Section II. ITB 28.2, in a separate sealed envelope as follows:</p> <ol style="list-style-type: none"> <li><b>Latest income and business tax returns:</b> Printed copies of the <b>Electronically</b> filed <b>Income Tax / Business Tax</b> Returns with copies of their respective <b>Payment Confirmation Forms</b> for the immediately preceding calendar / tax year from the authorized agent bank; <b><u>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</u></b></li> <li><b><u>In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class “A” documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines.</u></b></li> <li><b><u>PhilGEPS Certificate of Membership (Platinum), in case bidder opts to submit Class “A” Legal Documents during submission and opening of bids.</u></b></li> </ol> <p>The envelope shall be marked:</p> <ul style="list-style-type: none"> <li>• ITB 20.2 Documents</li> <li>• Name of Project: _____</li> <li>• Bid Opening Date: _____</li> <li>• Name of Bidder: _____</li> </ul>				
21	<p>Signing of the Contract-Other Documents Forming Part of the Contract</p> <p>Additional contract documents relevant to the Project are required by the Procuring Entity and shall be submitted by the successful bidder within 10 calendar days from successful bidder’s receipt of the Notice to Proceed (NTP), such as:</p> <ol style="list-style-type: none"> <li>1. Construction Schedule and S-curve;</li> <li>2. PERT/CPM</li> </ol>				

	<ol style="list-style-type: none"><li>3. Schedule of Key Personnel / Manpower schedule for Construction phases with their curriculum vitae and copies of their valid PRC license;</li><li>4. Construction methods;</li><li>5. Equipment utilization schedule;</li><li>6. Construction safety and health program approved by the Department of Labor and Employment; and</li><li>7. Contractor's All Risk Insurance (CARI) Policy</li></ol>
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***Section IV. General Conditions of  
Contract***



## 1. **Scope of Contract**

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

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

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

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

## 3. **Possession of Site**

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

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

## 4. **The Contractor's Obligations**

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

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

## **5. Performance Security**

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

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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

## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

**15. Operating and Maintenance Manuals**

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

***Section V. Special Conditions of  
Contract***

# Special Conditions of Contract

GCC Clause	
1	<p>The <b>contract</b> consists of the following scope of works:</p> <p style="text-align: center;"><b>1.1 CONSTRUCTION</b></p> <p>As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with Annex "E" of IRR-A, RA 9184. The following provisions shall supplement these procedures:</p> <p>No works shall commence unless the Designer-Contractor has submitted the prescribed detailed design drawings as required in the Building Permit and DepEd has given written approval. Work execution shall be in accordance with reviewed and approved documents,</p> <p>The Designer Contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the concerned Building Officials and DepEd to meet all regulatory approvals as specified in the contract documents.</p> <p>Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the designer-contractor shall notify DepEd within a reasonable period of time and shall shoulder the cost of such changes.</p> <p>As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:</p> <p>(a) Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to DepEd.</p>

	<p>(b) Provided that the contractor suffers delay and/or incurs costs due to changes or errors in DepEd's performance specifications and parameters, the contractor shall be entitled to the following:</p> <p>i. An extension of time for any such delays under Section 10 of Annex "E" of IRR-A (RA 9184).</p> <p>The contract documents shall include the manner and the schedule of payment specifying the estimated contract amount and installments in which the contract will be paid. The contractor shall be entitled to advance payment subject to the provision of Section 4 of Annex "E", IRR-A (RA 9184).</p> <p>DepEd shall define the quality control procedures for the design and construction in accordance with the guidelines and shall issue the proper certificates of acceptance for sections of the works or whole of the works as provided for in the contract documents.</p> <p>The Contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.</p> <p>This project shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice to the liabilities imposed upon the engineer/architect who drew up the plans and specification for building sanctioned under Section 1723 of the New Civil Code of the Philippines.</p> <p>The Contractor shall be held liable for structural defects and/or failure of the completed project within the warranty period of fifteen (15) years for permanent structures/buildings as specified in Section 62.2.2 of the Revised IRR-A (RA 9184).</p>
2	<p>Completion of Works is within the following 7 days upon receipt of the Notice To Proceed:</p> <p><b>1. 95 CD</b></p>
3	<p>The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor after submission of the notarized Contract by the Contractor to the Procuring Entity and on or before date of receipt of the NTP by the Contractor.</p>
4	<p>The Contractor's Obligations:</p> <p>The Contractor shall have the following obligations:</p>

The selected contractor will follow the Construction of the School Buildings and other related works identified in each target school.

**1. Construction Phase**

- 1.1. Acquire all necessary licenses and permits from relevant entities so that the building project can begin. This should include a construction permit to be issued by the School Head of each school;
- 1.2. Prepare a necessary Gantt Chart showing the target completion of the project (entire lot) and of each specific project, work schedule, Personnel Deployment Plan, Equipment Utilization Schedule
- 1.3. Conduct Pre-Construction Meetings at the School Site together with the DepEd Engineers, Representatives from DepEd Division Office and School;
- 1.4. Construct a Temporary Office within the project site displaying the samples of approved materials that will be used for the construction, Construction Schedule and the list of Personnel to be assigned for the specific project.
- 1.5. The Contractor should also follow construction safety protocols as stipulated in DepEd Order No.9,2020 (Construction Safety Guidelines for the Implementation of DepEd Infrastructure Projects During COVID-19 Public Health Crisis) and the Department of Labor and Employment.
- 1.6. Conduct the necessary testing of materials needed to be witnessed by the Division Engineer.
- 1.7. Identify critical stages of construction and ensure that prior inspections and clearances are made by DepEd Engineers prior to concrete pouring and installation of ceiling boards and others.
- 1.8. Make periodic visits to the project site to familiarize with the general progress and quality of work and to determine whether the work is proceeding in accordance with the Contract Documents.
- 1.9. Responsible for hiring, supervising and, at times, firing employees who work on the specific project with the construction firm. Along those same lines of supervising the employees, the construction firm must also take care of payroll with regard to the workers and engage in payroll functions or hire someone to do so for the firm.
- 1.10. Entail the individual planning and carrying through any and all pertinent activities relating to the construction of the project. The firm carries out their duties by supervising employees, planning how the project will be carried out and completing the project in a manner which coincides with all laws, rules and regulations which may be in existence and correlate with construction.



	<p style="text-align: center;"><b>ITEM OF WORKS FOR CONSTRUCTION PHASE</b></p> <p style="text-align: center;">1. Temporary Facilities</p> <p style="text-align: center;">2. General Requirements</p> <p style="text-align: center;">3. Mobilization &amp; Demobilization</p> <p style="text-align: center;">4. Electrical Works</p> <p><b>Expected Outputs / Deliveries:</b></p> <p>a. Construction phase, the contractor shall submit accomplishment report to DepEd in a weekly basis to monitor the progress of the project.</p> <p>b. The contractor shall finish the project on or before the contract duration</p> <p>c. The construction of Last Mile School building and other facilities must conform the approved plans and specifications submitted by the contractor</p>
6	<p>The site investigation reports are:</p> <p><b>None</b></p>
7.2	<p>The warranty against Structural Defects/ Failures</p> <p>The warranty against Structural Defects/ Failures, except those occasioned-on force majeure, shall cover the period stated hereunder and shall be reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.</p> <p><b>One (1) year/s.</b></p>
10	<p>No dayworks are applicable to the contract.</p>
11.1	<p>The contractor shall submit a detailed program of works within ten (10) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:</p> <ol style="list-style-type: none"> <li>1. The order in which it intends to carry out the work including anticipated timing for each stage of construction;</li> <li>2. Sequence of timing for inspections and tests;</li> <li>3. General description of the construction methods to be adopted;</li> <li>4. Number and names of personnel to be assigned for each stage of the work;</li> <li>5. List of equipment required on site for each stage of the work; and</li> <li>6. Description of the quality control system to be utilized for the project.</li> </ol>
11.2	<p>The period between Program of Work updates is every fifteen (15) days.</p>
13	

14	Progress Payment shall be allowed
15.1	<p>The date by which operating and maintenance manuals are required is the date of submission of the request for final billing.</p> <p>The “As built” drawings, signed and sealed by License Engineers/Professionals, shall be submitted in hard copies and e-copies (in cad format) prior to the issuance of the Certificate of 100% Completion by the Procuring Entity.</p>
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 35% of the amount of final billing..

## ***Section VI. Technical Specifications***

**TECHNICAL SPECIFICATIONS SEE ATTACHED DRAWINGS**

## **Section VII. Drawings**

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

## ***Section VIII. Bill of Quantities***

***Section IX. Checklist of Technical and  
Financial Documents***

# 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; **and**
- (r) Cash Flow by Quarter.

