



Government of the Republic of the Philippines

**DAVAO DEL SUR STATE COLLEGE**

**PHILIPPINE BIDDING DOCUMENTS**

**PROCUREMENT OF INFRASTRUCTURE  
PROJECTS**

**For the**

**Establishment of 3-Phase Electrical Supply and  
Transformer for Bamboo Processing Hub, Training  
Hall and Deep Well Pump**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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

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# *Glossary of Terms, Abbreviations, and Acronyms*

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.



## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

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

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

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

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



## **Invitation to Bid for the Establishment of 3-Phase Electrical Supply and Transformer for Bamboo Processing Hub, Training Hall and Deep Well Pump**

1. The **Davao del Sur State College** through the **Fund 163-E** intends to apply the sum of **One Million Five Hundred Thousand Pesos (Php 1,500,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for “**Establishment of 3-Phase Electrical Supply and Transformer for Bamboo Processing Hub, Training Hall and Deep Well Pump**”/DSSCPSU 2022-07-014. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Davao del Sur State College** now invites bids for the above Procurement Project. Completion of the Works is required for **150 calendar days upon receipt of the NTP**. 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 **Davao del Sur State College** and inspect the Bidding Documents at the address given below from **08:00 A.M to 05:00 P.M (Monday to Friday)** except holidays.
5. A complete set of Bidding Documents may be acquired by interested bidders on **July 22 to August 16, 2022** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00)*.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids in any of the following payments options:

- Over-the-counter payment at DSSC-Cashier’s office, Brgy. Matti, Digos City, Davao del Sur;
- Over-the-counter deposit at Land Bank of the Philippines (LBP) Account No. – 0332-1103-57.


Prior to payment, bidders are advised to coordinate first with the BAC Chairperson, Engr. EDUARDO F. AQUINO, through mobile phone at (+63)948 270 7001 for the issuance of the “Payment Order” and instructions.

6. The **Davao del Sur State College** will hold a Pre-Bid Conference on **August 02, 2022 (01:00 P.M.)** at **Davao del Sur State College, Brgy. Matti, Digos City, Davao del Sur**, which shall be open only to all interested parties who have purchased the Bidding Documents but limited to one (1) physically present representative per bidder only. The Pre-bid Conference is likewise accessible online via **Zoom**.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **August 16, 2022 (01:00 P.M.)**. 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 **August 16, 2022 (01:00 P.M.)** at **Davao del Sur State College, Brgy. Matti, Digos City, Davao del Sur**, which shall be accessible also online via **Zoom**.

Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. **Only one (1) representative of the Bidder shall be allowed to physically attend in the opening of bids.** Late bids shall not be accepted.

10. The **Davao del Sur State College** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**EDUARDO F. AQUINO, MS**  
Chairperson, Bids and Awards Committee  
Brgy. Matti, Digos City, Davao del Sur  
Mobile No. (+63)948 270 7001  
E-mail Address: [psu@dssc.edu.ph](mailto:psu@dssc.edu.ph)

  
**EDUARDO F. AQUINO, MS**  
Chairperson, Bids and Awards Committee

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

### **Notes on the Instructions to Bidders**

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

## 1. **Scope of Bid**

The Procuring Entity, **Davao del Sur State College** invites Bids for the **Establishment of 3-Phase Electrical Supply and Transformer for Bamboo Processing Hub, Training Hall and Deep Well Pump**” with Project Identification Number **DSSCPSU 2022-07-014**.

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 **One Million Five Hundred Thousand Pesos (Php 1,500,000.00)**.

2.2. The source of funding is:

**a. NGA, the General Appropriations Act or Special Appropriations.**

## 3. **Bidding Requirements**

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. **Eligible Bidders**

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

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

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

## **6. Origin of Associated Goods**

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

## **7. Subcontracts**

- 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.**

- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* 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.

- 7.3. 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 and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

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

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

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

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

## **15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.



- 15.2. The Bid and bid security shall be valid until *120 days* from the opening of bids. 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 15 shall be submitted for each contract (lot) separately.

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

## **20. Post Qualification**

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

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

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

## ***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	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p style="text-align: center;"><b>Establishment of 3-Phase Electrical Supply for BREAD Project Bamboo Facility Hub, Training Center and Deep Well Pump.</b></p>											
7.1	Sub-contracting is not allowed.											
10.1	<p>The following documents shall be part of the Technical Documents under Technical Component Envelope:</p> <ol style="list-style-type: none"> <li>1. Attachment for Ongoing Government and Private Contracts such as Notice of Award and/or Contract, Purchase Order and Delivery receipt or Sales Invoice.</li> <li>2. The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted</li> <li>3. Duly Signed Manpower Utilization Schedule</li> <li>4. Duly Signed Key Personnel Certificate / Contract of Employment</li> <li>5. Duly Signed Key Personnel Bio-Data with PRC License/ Accreditation &amp; Latest Professional Tax Receipt (PTR)</li> <li>6. Certificate of Site Inspection</li> </ol>											
10.3	Prospective Bidder should possess a valid PCAB license minimum category requirement category for this Project is license category C & D, Classification – Specialty SP-EE (Electrical Work) size range Small B.											
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">Requirement</th> <th style="text-align: center;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Project Engineer</td> <td style="text-align: center;">At least One (1) PRC License REE</td> <td style="text-align: center;">Must have four (4) years of experience on project supervision and construction of at least 150KVA electrical substation and distribution system</td> </tr> <tr> <td style="text-align: center;">Health and Safety Officer</td> <td style="text-align: center;">At least One (1) DOLE accredited certificate of training</td> <td style="text-align: center;">Must have (3) years of experience on general construction.</td> </tr> </tbody> </table>			Key Personnel	Requirement	Relevant Experience	Project Engineer	At least One (1) PRC License REE	Must have four (4) years of experience on project supervision and construction of at least 150KVA electrical substation and distribution system	Health and Safety Officer	At least One (1) DOLE accredited certificate of training	Must have (3) years of experience on general construction.
Key Personnel	Requirement	Relevant Experience										
Project Engineer	At least One (1) PRC License REE	Must have four (4) years of experience on project supervision and construction of at least 150KVA electrical substation and distribution system										
Health and Safety Officer	At least One (1) DOLE accredited certificate of training	Must have (3) years of experience on general construction.										

10.5	<p>The minimum major equipment requirements are the following:</p> <ol style="list-style-type: none"> <li>1. One (1) Boom Truck</li> </ol>
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"> <li>a. The amount of not less than <b>Thirty Thousand Pesos</b> [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>Seventy-five Thousand Pesos</b> [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</li> </ol>
20	<ol style="list-style-type: none"> <li>a. Latest and updated Tax Clearance</li> <li>b. Latest and updated PhilGEPS Platinum Membership Certificate</li> <li>c. Bidders must submit latest and updated tax returns filed through the Electronic Filing and Payments System (EFPS).</li> </ol>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p>

## ***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**

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

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

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

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

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

## **5. Performance Security**

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

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

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

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

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

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

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



## **10. Dayworks**

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

## **11. Program of Work**

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

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

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

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.

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

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

### **Notes on the Special Conditions of Contract**

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

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

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

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

# Special Conditions of Contract

GCC Clause	
2	<i>Not Applicable</i>
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor Upon receipt of Notice to Proceed.
6	The site investigation reports are: <i>NONE</i>
7.2	In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Five (5) years.
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 5 calendar 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 P 5,000.00.
13	The amount of the advance payment is fifteen (15%) percent of the Contract Price upon approval of the Notice to Proceed.
14	Materials and equipment delivered on the site but completely put in place shall be included for payment.

## ***Section VI. Performance Specifications and Parameters***

### **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.

## TERMS OF REFERENCE

### 1.0 DELIVERABLES

#### 1.1. STANDARDS, CODES, AND REGULATIONS

The equipment, installation, testing, and commissioning of the Electrical Distribution System shall be in accordance with the applicable requirements set forth in the latest edition of the following codes and standards:

1. Philippine Electrical Code
2. National Electrical Code
3. American National Standard Institute (ANSI)
4. National Electrical Manufacturer's Association (NEMA)
5. National Building Code
6. National Structural Code of the Philippines (NSCP 2015)

The following are the deliverables from which the Electrical Distribution System shall be constructed with all the materials deemed necessary for a working system should be supplied by the contractor:

Item No.	Deliverables	Minimum Limits	Units
A	Electrical Permits, DASURECO Permits, Other Permits as applicable		
B	Installation of Concrete poles & Overhead Wires Complete with Line Hardware, Accessories, & Fittings		
	Concrete Pole 40 feet	1	lot
	High Voltage Overhead Insulated Power Cable	1	Lot
	Overhead Grounding Wire	1	Lot
	Pole Assembly Line Hardware, Fittings and Accessories	1	Lot
C	Installation of 3 Phase Banked Transformers: Off Load Tap Changer Complete with Line Hardware, Accessories, & Fittings		
	Distribution Transformer with off-load tap changer KVA Rating: 50 KVA Phase: Single Phase	3	sets

	Rated Frequency: 60 HZ Mounting: Pole-mounted Casing: Metal steel powder coated		
	Cut-Out	3	set
	Arrester	3	set
	Transformer Accessories, and Fittings	1	lot
	Wires, Hardware, and Accessories	1	lot
	Crossarm and accessories	1	lot
D	Installation of Main Distribution Panel and Main Circuit Breaker		
	Powder coated Panel Board complete with Circuit breakers, Digital Control, Digital Monitoring and Protection System	1	sets
	Complete Grounding System	1	lot
	RSC Pipes	1	lot
	Hardware and Accessories	1	lot
E	Installation of Secondary Distribution Line Complete with Line Hardware, Accessories, & Fittings		
	THW Wire	1	lot
	ACSR Wire	1	lot
	RSC Pipes	1	lot
	Hardware and Accessories	1	lot
F	Civil works		
	Concrete Pedestal <ul style="list-style-type: none"> <li>• Concrete requirements of at least 3000 psi</li> <li>• Steel rebar requirements of #16 grade 60 for columns</li> </ul>	1	lot



	<ul style="list-style-type: none"> <li>Painted finish minimum 3 coats (1 primer, 1 cast, 1 topcoat color similar to the building for the exterior)</li> </ul>		
	Electrical Panelboard Shed	1	lot

1.2 As built plan (signed and sealed by Professional Electrical Engineer)

1.2.1 The draft as-built plan must be submitted at 95% completion

1.2.2 The final as-built plan must be submitted at 100% completion

2.0 MANNING REQUIREMENT

The Contractor shall employ and provide the following qualified and experienced design and construction personnel:

Key Personnel	Requirement	Relevant Experience
Project Engineer Electrical Engineer/	PRC License PEE	Must have four (4) years of experience on project supervision and construction of at least 150 KVA electrical substation and distribution system
Health and Safety Officer	DOLE accredited certificate of training	Must have (3) yrs experience on general construction.

3.0 LIST OF MINIMUM EQUIPMENT

The following is the list of minimum contractor’s equipment that are owned, leased and or under purchase that the proponent must have:

3.1 One (1) Boom Truck

4.0 PROJECT DURATION

The Project must be completed within one hundred twenty (120) calendar days from issuance of Notice to Proceed and subsequently the issuance of Site Possession.

5.0 PROJECT IMPLEMENTATION

The project will commence upon receipt by the contractor of the Notice to Proceed (NTP) and subsequent possession of site. DSSC representative to sign the certificate of site inspection:  
ENGR. JAMES C. VAGILIDAD, REE RME

## 6.0 SCHEDULE OF PAYMENT

Request for payment for Work Accomplished:

### SCHEDULE OF PAYMENT

Mobilization	15%
First Payment	25% work accomplished
Second Payment	50% work accomplished
Third Payment	75% work accomplished
Second Payment	90% work accomplished
Final Payment	100% work accomplished

Each payment will be subject to 10% retention.

## 7.0 TIAC INSPECTION

Once the project reaches an accomplishment of ninety-five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others the remaining works, work deficiencies for necessary corrections, and specific duration/ time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

## 8.0 CERTIFICATE OF COMPLETION

The Contractor shall request the procuring Entity's Representative to issue a Certificate of Completion of the Works, and the Procuring Entity's Representative will do so upon deciding that the work is completed.

## 9.0 AS BUILT PLAN

10.1 The final as-built plan, maintenance and operating manuals, and warranty certificates named under DSSC must be submitted at 100% completion. The amount to be withheld for failing to produce "as built" drawings, operating and maintenance manuals, and warranty certificates by the date required is 1% of Contract Price.

## 10.0 WARRANTY PERIOD

11.1 Warranty period for latent defects will be one (1) year from final acceptance of the project by the end user.

11.2 Liability period for patent defects will be one (1) year from the time of completion up to the Final Acceptance of the project by the end-user.

11.3 Period of Correction of (Patent and Latent) Defects shall be within ninety (90) days from the time the Head of Procuring Entity has issued an order to undertake the repair at the expense of the Contractor.

## 11.0 EVALUATION CRITERIA

- 12.1 Statement of a single contract that is similar to the contract to be bid at least 50% of the ABC of the project to be bid. For purposes of this project, similar contracts shall refer to the contracts involving Design and Construction of Electrical Substation and Distribution System.
- 12.2 Statement or list of all on-going government and private projects including contracts awarded but not yet started.
- 12.3 The required PCAB License is Category C & D, Classification – Specialty SP-EE (Electrical Work) size range Small B.
- 12.4 PhilGEPS Certificate of Registration (Platinum Membership)
- 12.5 License and work experience of key personnel
- 12.6 PRC license for Engineers and DOLE accredited certificate of training for safety officer
- 12.7 Audited financial statements with balance sheets income statement and cash flow
- 12.8 Net Financial Contracting Capacity (NFCC) computation

## 12.0 SPECIAL PROVISIONS

### 12.01 LOGBOOK

The Project Manager and the Contractor shall individually maintain a logbook at all times reflecting time extensions, work suspensions, change/extra work orders and circumstances, affecting the progress of work.

### 12.02 WATER SUPPLY, POWER AND LIGHTING

- A. Water Supply – The Contractor shall make all necessary application and arrangements and pay the corresponding charges for the new service connection application including its monthly billings for the entire duration of the contract.
- B. Power and Lighting – The Contractor shall make all necessary applications and arrangements and pay all fees and charges for power and light necessary for the proper completion of this Contract. The Contractor shall provide and pay for all temporary wirings, switches, connections, meters and power bills. There shall be sufficient electric lighting so that all work may be done in a workmanlike manner when there is no sufficient daylight or during night work.

### 12.03 CONSTRUCTION CPM

The CPM network shall be the basis of the Contractor in completing the project in the prescribed period of time.

The CPM shall be updated by the Contractor when required by the Project Manager but not more than once a month.

12.04 PROJECT SIGNS

The Contractor shall furnish, erect and maintain a minimum of two (2) project signs in 8ft x 8ft size (as prescribed by COA). The location for the erection of these signs by the Contractor shall be as directed by the Project Manager.

12.05 TOOLS AND OTHER EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall make available at the site during the life of this Contract, subject to the inspection of the Owner and the Project Manager or as may be required by the Project Manager

12.06 WORKMEN'S IDENTIFICATION BADGES AND SAFETY GEARS

The Contractor shall provide all his men working in the project with proper identification badges and safety gears.

12.07 WORKING/CALENDAR DAYS

The term "Working Day" refers to working days in the government service. The term "Calendar Day" refers to the days in a week, including Saturdays, Sundays and holidays. Whenever the word "day" is used, it shall refer to calendar day.

12.08 INSPECTION OF THE WORK SITE

Contractor shall inspect the site of the work by personal examination of the location of the proposed work and the actual visualization of the work to be done. He should be aware of the conditions which might affect the execution of this contract and has made provisions in his bid.

12.09 ON SITE INSPECTION AND TESTING

All materials furnished and all work performed under this contract shall be subject to inspection by DSSC. The Contractor shall be held strictly to the true intent of the Specifications and Drawings in regard to quality of materials, workmanship and diligent execution of the Contract.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection; and the entire cost of removal and replacement including the cost of materials which may be used in the work shall be borne by the Contractor.

The costs for carrying out the inspection and test for materials shall be at the expense of the Contractor.

13.0 MATERIALS AND WORKMANSHIP

13.01 SAFEGUARDING OF EQUIPMENT, MATERIALS AND WORK

The Contractor shall properly safeguard all equipment, materials and work against loss, damages, malicious mischief, or tampering by unauthorized persons until acceptance of the work by the Owner. Locked and covered storage or continuous surveillance by a watchman shall be provided if required to accomplish this purpose.

13.02 NEW MATERIALS AND EQUIPMENT

Unless otherwise specifically shown, or permitted by the Project Manager, all materials and equipment incorporated in the work shall be new and of current manufacture. The Project Manager may request the Contractor to furnish manufacturer's certificate to this effect.

13.03 TITLE TO MATERIALS FOUND ON THE WORK

DSSC reserves the right to retain title to all materials developed and obtained from the operations connected with the work. Unless otherwise specified in the Special Provisions, neither the Contractor shall have any right, title, or interest in or to any such materials. The Contractor will be permitted to use in his work, without charge, any such materials that meet the requirements of the Specifications and Drawings.

13.04 DEFECTIVE EQUIPMENT, MATERIALS OR WORK

- A. Inspection of the work shall not relieve the Contractor of any of his obligations under the Contract. Even though the equipment, materials, or work required to be provided under the Contract have been inspected, accepted, and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period.
- B. Any equipment or materials brought upon the job site by the Contractor and subsequently rejected by the Project Manager as not complying with the requirements of the Contract shall be removed immediately by the Contractor to a satisfactory distance from the job site.
- C. If the Contractor shall fail to repair or replace unsatisfactory equipment or materials from the job site within seven (7) calendar days after being ordered to do so by the Engineer/Architect, the Engineer/Architect, acting on behalf of the DSSC, may make the ordered repairs or remove the condemned equipment or materials; and DSSC shall deduct the cost thereof from any moneys due or to become due the Contractor.

13.05 RUBBISH CONTROL

During the progress of the work, the Contractor shall keep the site of the work and other areas used by him in a neat and clean condition, and free from any accumulation of rubbish.

13.06 DUST CONTROL

The Contractor shall at all times conduct his work so as to avoid unnecessary dust. He shall provide adequate equipment and water as determined by the Engineer/Architect to be necessary for accomplishment of this objective.

13.07 CLEANING UP

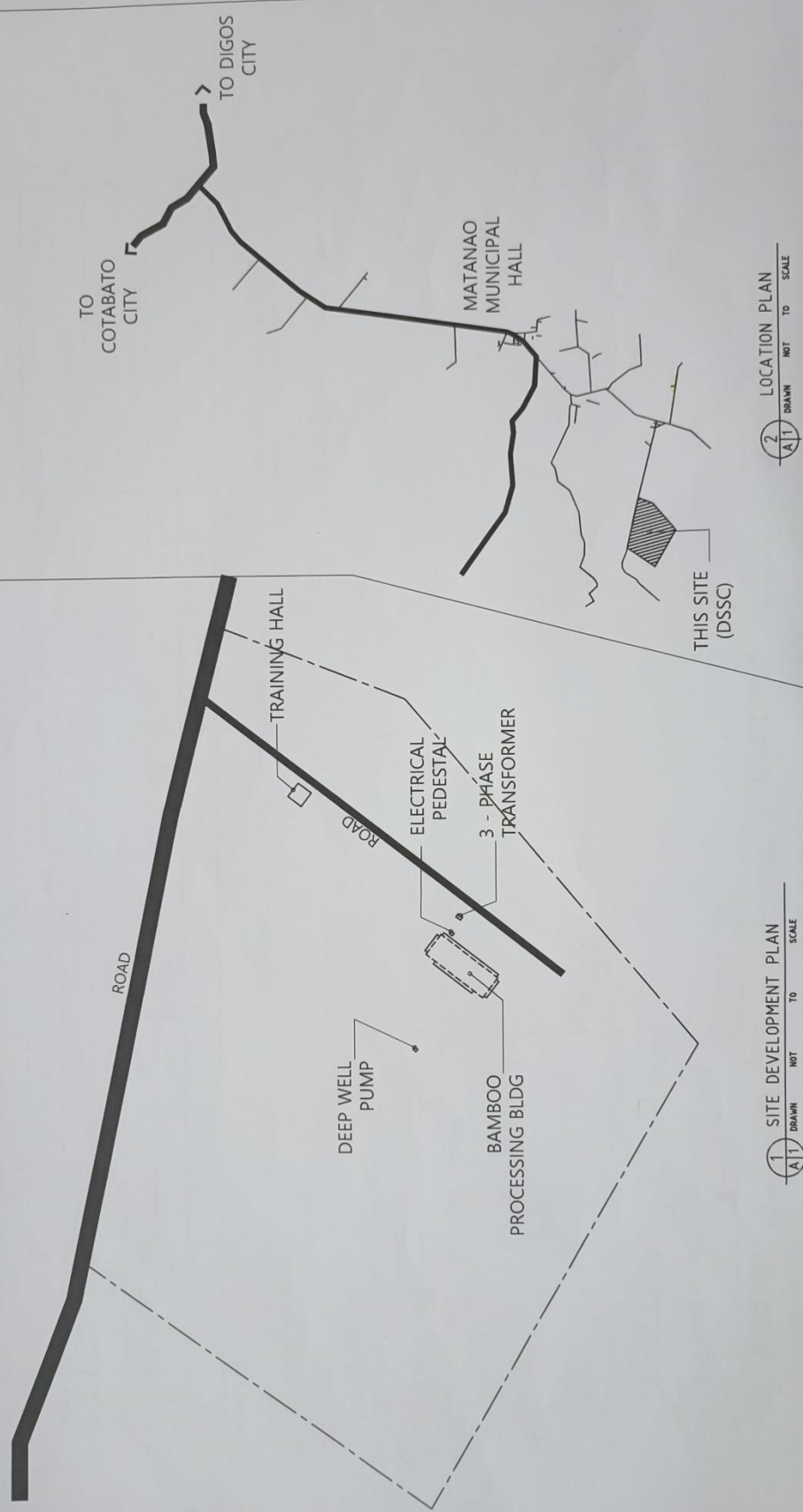
The Contractor shall promptly remove from the vicinity of the completed work all rubbish, unused materials, concrete forms, equipment, and temporary structures used during construction.

### 13.08 CHARACTER OF WORKMEN

Only qualified personnel and skilled workmen shall be employed on the site except in positions normally occupied by unskilled labor. When required in writing by the Engineer/Architect, the Contractor shall discharge any person who is, in the opinion of the Engineer/Architect, incompetent, disorderly or otherwise unsatisfactory and shall not again employ such discharged person on the work except with the written consent of the Engineer/Architect. Such discharged person shall not be the basis of any claim for damages against DSSC or any of his agents. If the Contractor permits such a person on the work site without the consent of the Project Manager, this alone shall be sufficient to immediately suspend the Contract until the Engineer/Architect's instructions have been fulfilled.

## ***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.]*



2  
A1  
DRAWN NOT TO SCALE

1  
A1  
DRAWN NOT TO SCALE

SCHOOL LOGO 	PROJECT TITLE CONSTRUCTION OF THREE PHASE ELECTRICAL SUPPLY AND TRANSFORMER PAD FOR BAMBOO FACILITY HUB, TRAINING CENTER AND DEEP WELL PUMP LOCATION: DAVAO DEL SUR STATE COLLEGE CAMPUS OF MATUGOS CITY, DAVAO DEL SUR	PREPARED BY: ENGR. EMMANUEL FREDERICK C. ALCOBA CAD DRAFTSMAN	CHECKED AND REVIEWED BY: ENGR. JAMES C. VAGILIDAD ELECTRICAL PLANNING INCHARGE	RECOMMENDING APPROVAL:  ENGR. CLARA A. ACEBES PHONE: DIRECTOR	APPROVED BY:  AUDIE E. BAYAYES, PH.D. COLLEGE PRESIDENT	SHEET NO. A-1 1/6
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07/13/2022 13:24



**SCHEDULE OF LOAD**  
 NOT TO SCALE  
 DRAWN TO SCALE

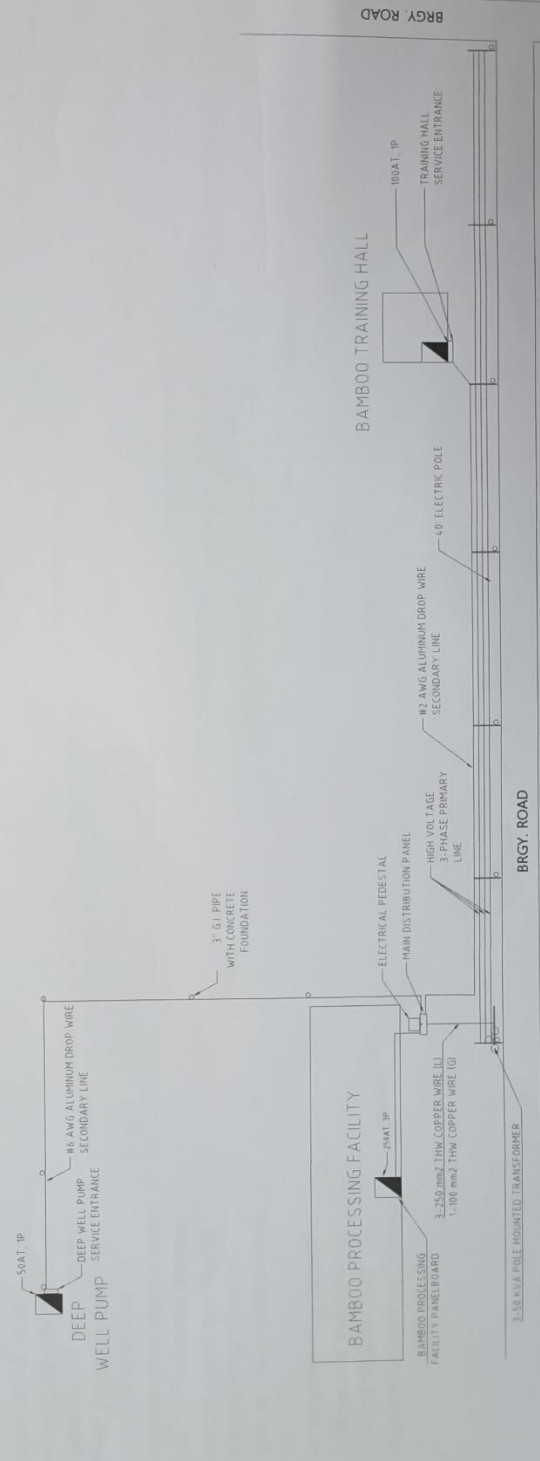
MAIN DISTRIBUTION PANELBOARD (MDP)

DESCRIPTION	QUANTITY	UNIT VA	TOTAL VA	VOLTAGE	CURRENT (A)	CURRENT (B)	CURRENT (C)	CIRCUIT PROTECTION	POLES	WIRE	PIPE
Bamboo Processing Facility	1	114,820	114,820	220	271.61	270.25	257	250 AT	3P	3 - 150 mm <sup>2</sup>	
SPARE	1	30,000	30,000	220	78.73	78.73	78.73		3P		
Training Hall	1	18,420	18,420	220	83.76	83.76	83.76	100 AT	2P	2 - 30 mm <sup>2</sup>	
Deep Well Pump	1	5,000	5,000	220	13.6		13.6	50 AT	2P	2 - 8.0 mm <sup>2</sup>	
<b>TOTAL</b>					<b>363.94</b>	<b>4,327.4</b>	<b>433.09</b>	<b>400 AT</b>	<b>3P</b>	<b>2 sets 4 - 125mm<sup>2</sup></b>	

COMPUTATION  
 TRANSFORMER KVA COMPUTATION  
 $KVA = (\text{TOTAL CURRENT} \times 1.732 \times 380 \text{ V}) / 1000$   
 $= (433.09 \text{ A} \times 0.80) = 346.19 \text{ A}$   
 $= (346.19 \text{ A} \times 1.732 \times 220 \text{ V}) / 1000$   
 $= 131.91 \text{ KVA}$   
 USE 3 - 50 KVA \_\_\_\_\_ V - 230V pole type distribution transformer

CIRCUIT PROTECTION = (LARGEST PHASE CURRENT X DEMAND FACTOR)  
 $= (433.09 \text{ A} \times 0.80) = 346.19 \text{ A}$   
 USE 350 AT MCCB 3P

COMPUTATION  
 CURRENT = (LARGEST PHASE CURRENT X DEMAND FACTOR)  
 $= (433.09 \text{ A} \times 0.80) = 346.19$   
 USE 3 - 250 mm<sup>2</sup> THW (L)  
 1 - 100 MM<sup>2</sup> THW (N)



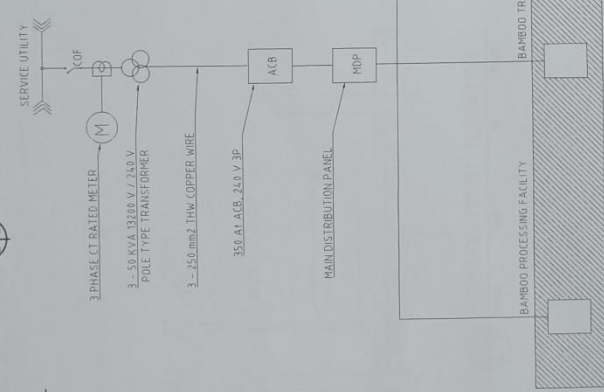
**ELECTRICAL DISTRIBUTION LAYOUT**  
 NOT TO SCALE  
 DRAWN TO SCALE

<p><b>SCHOOL LOGO</b></p> <p><b>PROJECT TITLE</b>                  CONSTRUCTION OF THREE PHASE ELECTRICAL SUPPLY AND TRANSFORMER FOR BAMBINO FACILITY AND TRAINING CENTER DEEP WELL PUMP                  COLLEGE CAMPUS, BRGY. MATTE, DOGOC CITY, DAVAO DEL SUR</p>	<p><b>PREPARED BY:</b>                  ENGR. EMMANUEL FREDERICK C. ALCOBA                  CAD/DATA/ISSN</p>	<p><b>CHECKED AND REVIEWED BY:</b>                  ENGR. JAMES C. VAGILIDAD                  ELECTRICAL PLANNING INCHARGE</p>	<p><b>RECOMMENDING APPROVAL:</b>                  ENGR. CLARA A. ACEBES                  PRINC. DIRECTOR</p>	<p><b>APPROVED BY:</b>                  ALICE E. FUENTES, PHD                  CHIEF ENGINEER</p>	<p><b>SHEET NO.</b>                  SCHEDULE OF LOAD  <b>07/13/2022 13:24</b></p>
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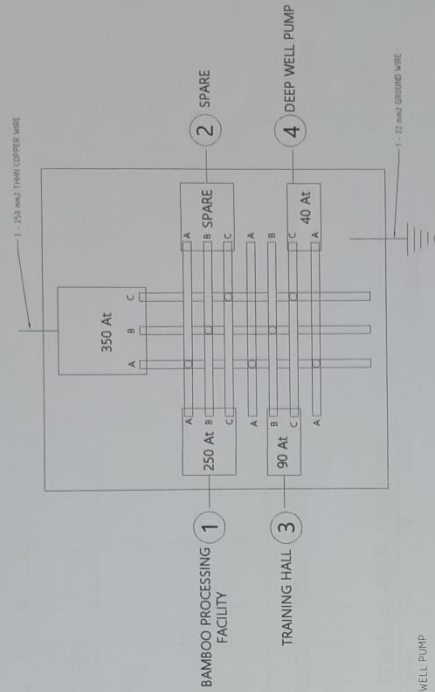
**1** GENERAL NOTES AND SPECIFICATIONS  
 NOT TO SCALE  
 DRAWN TO SCALE

- ALL WORKS SHALL COMPLY IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS. THE APPLICABLE PROVISIONS OF THE LATEST EDITION OF THE PHILIPPINE ELECTRICAL CODE (PEC), THE RULES AND REGULATION OF THE LOCAL ENFORCING AUTHORITY AND THE REQUIREMENTS OF THE LOCAL POWER COMPANY. THE ELECTRICAL WORKS SHALL BE DONE UNDER IMMEDIATE SUPERVISION OF A DULY REGISTERED ELECTRICAL ENGINEER.
- THE ELECTRICAL SERVICE POWER IS 3 PHASE, 240 VAC, 60 HZ.
- ALL WIRES SHALL BE COPPER AND THERMOPLASTIC INSULATED TYPE "THW" UNLESS OTHERWISE INDICATED IN THE PLAN. THE MINIMUM SIZE OF WIRE FOR POWER AND LIGHTING CIRCUIT HOMERUN SHALL BE 3.5mm<sup>2</sup> AD INSULATED FOR 600V. SMALLEST RACEWAY SHALL BE 20mm<sup>2</sup> TRADE/NOMINAL SIZE.
- ALL MATERIALS TO BE USED SHALL BE BRAND NEW AND APPROVED TYPE FOR THE PARTICULAR LOCATION AND PURPOSE OF USAGE.

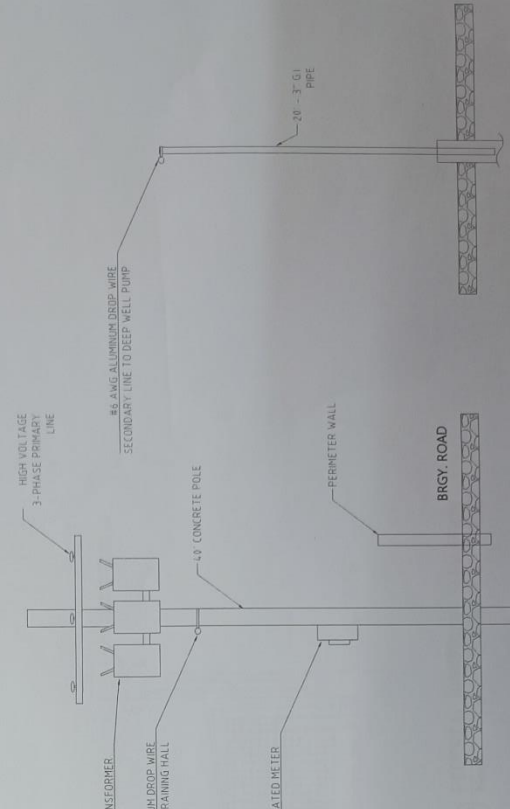
**2** SINGLE LINE DIAGRAM  
 NOT TO SCALE  
 DRAWN TO SCALE



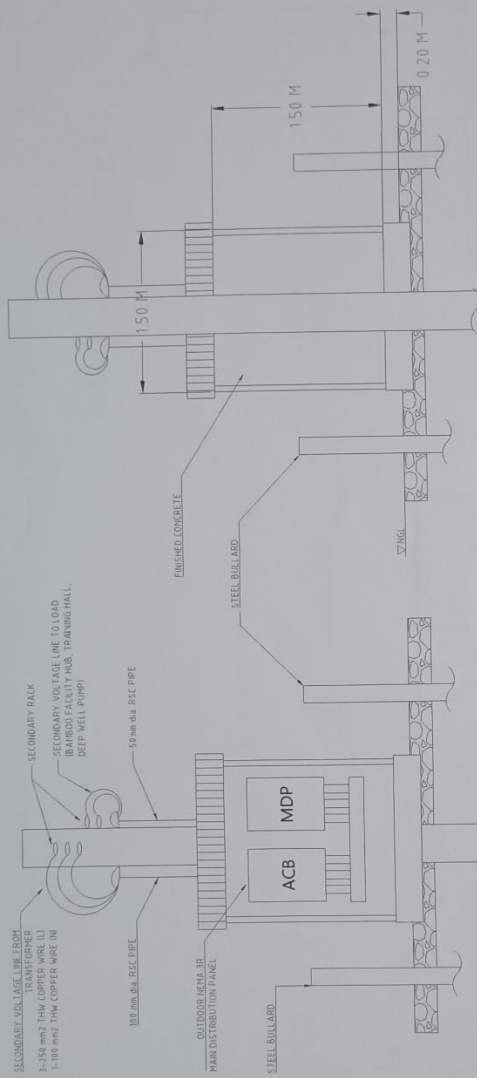
**3** MAIN DISTRIBUTION PANEL RISER DIAGRAM  
 NOT TO SCALE  
 DRAWN TO SCALE



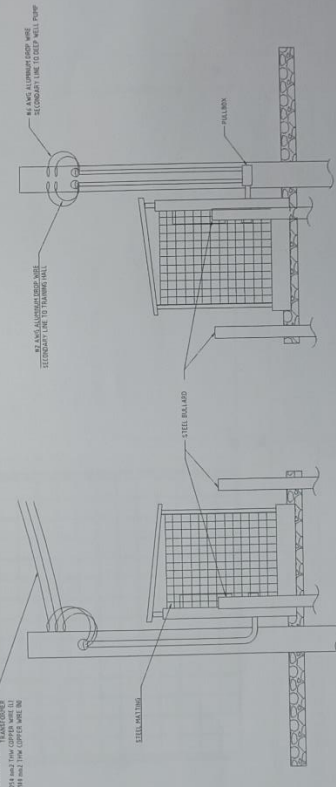
**4** ELECTRIC POLE DETAILS  
 NOT TO SCALE  
 DRAWN TO SCALE



SCHOOL LOGO PROJECT TITLE CONSTRUCTION PLAN FOR BAMBOO FACILITY HUB, TRAINING CENTER AND DEEP WELL PUMP LOCATION: DAVAO DEL SUR STATE COLLEGE - DAVAO CITY EST. 1960 (REV. 2018)	PREPARED BY: ENGR. EMMANUEL FREDERICK C. ALCOBA CAD/FACSIMAN	CHECKED AND REVIEWED BY: ENGR. JAMES C. VAGILIDAD ELECTRICAL PLANNING INCHARGE	RECOMMENDING APPROVAL: ENGR. CYNIA A. ACEBES PHONE: DIRECTOR	APPROVED BY: AUSSIE. J. LENTES, PH.D. COLLEGE CHIEF	SHEET CONTENTS: GENERAL NOTES AND SPECIFICATION SINGLE LINE DIAGRAM MAIN DISTRIBUTION PANEL RISER DIAGRAM ELECTRIC POLE DETAILS	SHEET NO. E-2 3/8
	DATE: 07/13/2022 13:24					



1 PEDESTAL FRONT ELEVATION  
DRAWN NOT TO SCALE

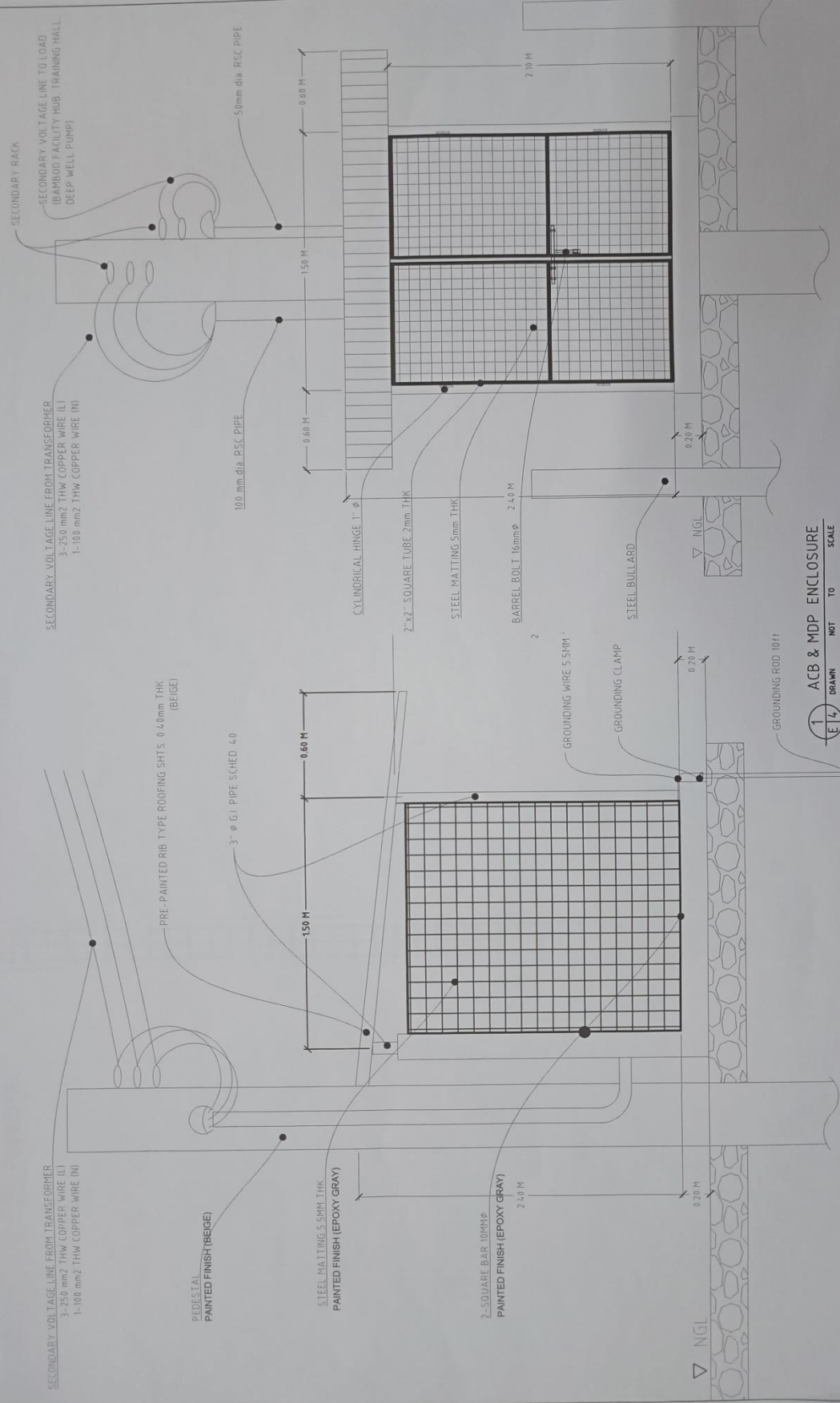


2 PEDESTAL REAR ELEVATION  
DRAWN NOT TO SCALE

3 PEDESTAL LEFT SIDE ELEVATION  
DRAWN NOT TO SCALE

4 PEDESTAL RIGHT SIDE ELEVATION  
DRAWN NOT TO SCALE

<p>SCHOOL LOGO PROJECT TITLE</p> <p>CONSTRUCTION OF THREE PHASE ELECTRICAL SUPPLY AND TRANSFORMER PAD FOR BAMBOO FACULTY HUB, TRAINING CENTER AND DEEP WELL PUMP</p> <p>LOCATION: DAVAO REGIONAL WATER UTILITIES OFFICE CITY, DAVAO DEL SUR</p>	<p>PREPARED BY:</p> <p>ENGR. EMMANUEL FREDERICK C. ALCOBA DRAFTSMAN</p>	<p>CHECKED AND REVIEWED BY:</p> <p>ENGR. JAMES C. VAGLIDAD ELECTRICITY TRAINING INCHARGE</p>	<p>RECOMMENDING APPROVAL:</p> <p>ENGR. CLARA A. ACEBES PHONE: DIRECTOR</p>	<p>APPROVED BY:</p> <p>AUGIE FUENTES, PH.D. COLLEGE PRESIDENT</p>	<p>SHEET CONTENTS:</p> <p>PEDESTAL FRONT ELEVATION PEDESTAL REAR ELEVATION PEDESTAL RIGHT SIDE ELEVATION PEDESTAL LEFT SIDE ELEVATION</p>	<p>SHEET NO.</p> <p>E-3 4 / 6</p>
	<p>07/13/2022 13:25</p>					



SECONDARY VOLTAGE LINE FROM TRANSFORMER  
 3-250 mm<sup>2</sup> THW COPPER WIRE (L)  
 1-100 mm<sup>2</sup> THW COPPER WIRE (N)

SECONDARY VOLTAGE LINE TO LOAD  
 (BAMBOO FACILITY HUB TRAINING HALL  
 DEEP WELL PUMP)

SECONDARY VOLTAGE LINE FROM TRANSFORMER  
 3-250 mm<sup>2</sup> THW COPPER WIRE (L)  
 1-100 mm<sup>2</sup> THW COPPER WIRE (N)

PEDESTAL  
 PAINTED FINISH (BEIGE)

PRE-PAINTED RIB TYPE ROOFING SHTS. 0.40mm THK.  
 (BEIGE)

3" Ø G.I. PIPE SCHED 40

STEEL MATTING 5mm THK  
 PAINTED FINISH (EPOXY GRAY)

2" SQUARE BAR 10MM Ø  
 PAINTED FINISH (EPOXY GRAY)  
 2.40 M

100 mm dia RSC PIPE

50mm dia RSC PIPE

0.60 M

1.50 M

0.60 M

2.10 M

0.20 M

0.20 M

0.20 M

CYLINDRICAL HINGE 1" Ø

2"x2" SQUARE TUBE 2mm THK

STEEL MATTING 5mm THK

BARREL BOLT 16mm Ø 2.40 M

STEEL BULLARD

NGI

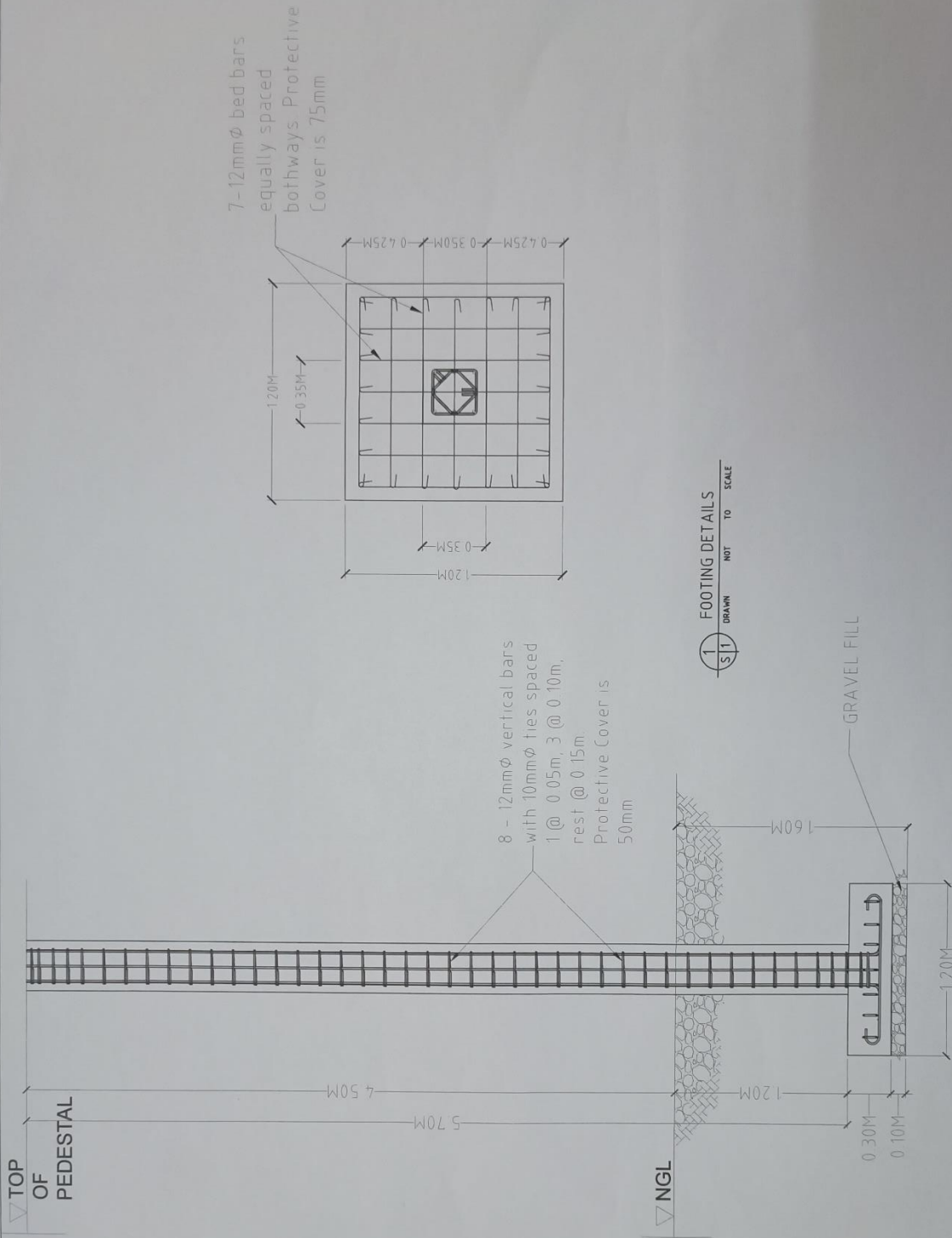
GROUNDING WIRE 5.5MM

GROUNDING CLAMP

GROUNDING ROD 10ft

1  
 E 4  
 DRAWN NOT TO SCALE

SCHOOL LOGO	PROJECT TITLE CONSTRUCTION OF THREE PHASE ELECTRICAL SUPPLY AND TRANSFORMER PAD FOR BAMBOO FACILITY HUB, TRAINING CENTER AND DEEP WELL PUMP LOCATION: DAMAO DEL SUR STATE CITY: DAMAO DEL SUR	PREPARED BY ENGR. EMMANUEL FREDERICK C. ALCOBA CAD DRAFTSMAN	CHECKED AND REVIEWED BY ENGR. JAMES C. VAGLIDAD ELECTRICAL PLANNING IN-CHARGE	RECOMMENDING APPROVAL ENGR. CLARA A. ACEBES PROJECT DIRECTOR	APPROVED BY AUSIE E. REYNOLDS, PhD COLLEGE SUPERVISOR	SHEET NO. E-4 SHEET CONTENTS ACB & MDP ENCLOSURE 07/13/2022 13:25
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SCHOOL 10260 PROJECT TITLE <b>CONSTRUCTION OF THREE PHASE ELECTRICAL SUPPLY AND TRANSFORMER PAD FOR BAMP FACILITY HUB, TRAINING CENTER AND DEEP WELL PUMP</b> LOCATION: DAMAGUAS BAR STATE PROJECT: MATI DUGOR CITY, DAMAGUAS, BS	PREPARED BY: ENGR. EMMANUEL PRÉDÉRICK C. ALCOBA ELECTRICAL ENGINEER	CHECKED AND REVIEWED BY: ENGR. JAMES C. VAGLIDAD ELECTRICAL PLANNING INCHARGE	RECOMMENDING APPROVAL: ENGR. CLARA A. ACEBES PRIME DIRECTOR	APPROVED BY: AUGIE E. BUENTES, PhD CONSULTANT	SHEET CONTENTS FOOTING DETAILS	SHEET NO. S-1 8/8
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07/13/2022 13:25

## ***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.

CONTRACT ID NO. : DSSCPSU 2022-07-014  
 NAME OF PROJECT : Establishment of 3-Phase Electrical Supply and Transformer for Bamboo Processing Hub, Training Hall and Deep Well Pump  
 LOCATION : DSSC Kapoc Extension Campus, Matanao, Davao del Sur  
 APPROVED BUDGET FOR THE PROJECT : Php 1,500,000.00  
 TOTAL PROJECT DURATION : 150 Calendar Days

### **BILL OF QUANTITIES (BOQ)**

Item	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Engineering Design, As-Built Plans	1	Lot		
2	Electrical Permits, DASURECO Permits, Other Permits as applicable	1	Lot		
3	Mobilization and Demobilization	1	Lot		
4	Temporary Facilities with Project Billboard/Signage	1	Lot		
5	Project Safety	1	Lot		
6	Installation of Primary Distribution Line with 40' Concrete poles & Overhead Primary Wires Complete with Line Hardware, Accessories, & Fittings	1	Lot		
7	Installation of 3 Phase Banked Transformers: Off Load Tap Changer Complete with Line Hardware, Accessories, & Fittings	1	Lot		
8	Installation of Main Distribution Panelboards and Deep Well Pump Panelboard complete with electrical raceways , Accessories and Pipings	1	Lot		
9	Installation of Secondary Distribution Line with Electric Poles & Overhead Secondary Wires Complete with Line Hardware, Accessories, & Fittings	1	Lot		
10	Construction of Concrete pedestal, foundation of electric poles and Panelboard Shed	1	Lot		
11	Testing	1	Lot		
Total Cost					

Prepared by :

\_\_\_\_\_  
Name and Signature of Bidder



## ***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.

