PHILIPPINE BIDDING DOCUMENTS

Installation of Solar Street Lights in SRA LGAREC Compound

ABC = Php3,000,000.00 2025-COB-07

for

Sugar Regulatory Administration

Preface

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

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

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

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

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

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

- the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC - Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs - Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines Department of Agriculture

SUGAR REGULATORY ADMINISTRATION

Sugar Center Bldg., North Avenue, Diliman, Quezon City, Philippines 1101

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Email Address: srahead@sra.gov.ph

Tel No. (632) 8929-3633, (632) 3455-2135, (632) 3455-3376

INVITATION TO BID FOR INSTALLATION OF SOLAR STREET LIGHTS IN SRA LGAREC COMPOUND (2025-COB-07)

- 1. The SUGAR REGULATORY ADMINISTRATION, through the Corporate Operating Budget 2025 intends to apply the sum of **Three Million Pesos** (**P3,000,000.00**) being the ABC for payments under the contract for **Installation of Solar Street Lights in SRA LGAREC Compound** / **2025-COB-07**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The SUGAR REGULATORY ADMINISTRATION now invites bids for the above Procurement Project. Completion of the Works is required within ninety (90) calendar days upon receipt of the Notice to Proceed. 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 SUGAR REGULATORY ADMINISTRATION and inspect the Bidding Documents at the address given below from 8:00 A.M. to 5:00 P.M.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on <u>June 12, 2025 to July 7, 2025</u> from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of ₱3,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
- 6. The SUGAR REGULATORY ADMINISTRATION will hold a Pre-Bid Conference on 23 June 2025 at 11:00 A.M. at the Conference Room, SRA, Araneta St., Singcang, Bacolod City. This shall be open to prospective bidders who shall have the option to attend either physically or through video conferencing via Google Meet platform. A Link will be given to those interested in bidding for the Procurement Project.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before <u>07 July 2025 at 8:30 A.M.</u> 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 <u>07 July 2025 at 11:00 A.M.</u> at the given address below and will be made available via Google Meet platform for those who choose to attend virtually. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The SUGAR REGULATORY ADMINISTRATION 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:

NATASHA KIM G. PESQUERA
RBAC Secretariat Head
Sugar Regulatory Administration
Araneta St., Singcang, Bacolod City, Negros Occidental 6100
sra.rbac@sra.gov.ph
Tel. (034) 460-8530
www.sra.gov.ph

12. You may visit the following websites for downloading of Bidding Documents:

www.sra.gov.ph www.philgeps.gov.ph

June 2, 2025

ATTY, GUILLERMO C. TEJIDA III

Chairperson

Regional 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, SUGAR REGULATORY ADMINISTRATION invites Bids for the **Installation of Solar Street Lights in SRA LGAREC Compound** with Project Identification Number 2025-COB-07.

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 2025 in the amount of Three Million Pesos (₱3,000,000.00)
- 2.2. The source of funding is: Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

- 5.3. 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:

Subcontracting is not allowed.

7.2. 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 Conference Room, SRA, Araneta St., Singcang, Bacolod City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. Payment of the contract price shall be made in 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 November 4, 2025. 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	For this purpose, contracts similar to the Project refer to contracts which I the same major categories of work, which shall be:			
	The contracts similar to the projects are, as follows:			
a. Vertical Infrastructure Projects, such as Building (Improvement/ Rehabilitation/ Repair b. Completed within five (5) years prior to the deadline for the and receipt of bids.				
10.3	None.			
10.4	The key personnel must meet the required minimum years of experience below:			
	Key Personnel	General Experience	Relevant Experience	
	Project Construction	5 years	Manager	
	Manager	<i>-</i>	C' '1 D '	
	Project Engineer	5 years	Civil Engineer (Licensed)	
	Electrical Engineer	3 years	Electrical Engineer (Licensed)	
	Safety Engineer/Officer	3 years	Electrical Engineer/ Mechanical Engineer/ Civil Engineer, with COSH/BOSH Certificate of Training	
	First Aider	3 years	First Aider	
	General Foreman	5 years	Foreman	
	Skilled Workers Laborers / Helpers	3 years 2 years		
10.5 The minimum major equipment requirements are the follow			following:	
	Equipment Hauling Truck Boom Truck Concrete Cutter Bagger Mixer Cut-off Machine	Capacity 5.0 cu.m (minimum). 3.2 tons (minimum). One (1) bagger	Number of Unit(s) 1 1 1 1 1	
12	Stick Vibrator		1	
12	None.	01	₹%. 2	

15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:	
	a. The amount of not less \$\mathbb{P}60,000.00\$, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or	
	b. The amount of not less than ₱150,000.00, if bid security is in Surety Bond.	
20	Philippine Contractors Accreditation Board (PCAB) license	
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and Scurve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and Programme Evaluation Review Technique / Critical Path Method (PERT/CPM) or other acceptable tools of project scheduling.	

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

- 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	Not applicable.	
4.1	Upon receipt of the Notice to Proceed	
6	The site investigation reports are: The Civil Works Pre-Inspection Report and the Ocular Site Inspection conducted by the prospective Contractor.	
7.2		
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.	
11.1	The contractor shall submit the Program of Work (PERT/CPM, Construction Schedule, and S-Curve Manpower) to the Procuring Entity's Representative on/or before Opening of Bids.	
11.2	The amount to be withheld for late submission of an updated Program of Work is 1 % of the contract cost.	
13	The amount of the advance payment per project is 15% of the contract cost.	
14	Not allowed	
15.1	The date by which operating, and maintenance manuals are required is upon issuance of the Certificate of Acceptance. The date by which "as built" drawings are required is upon issuance of	
	the Certificate of Acceptance.	
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 5% of the contract cost.	

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent.

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

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

PROJECT : INSTALLATION OF SOLAR STREET LIGHTS IN SRA LGAREC COMPOUND

LOCATION : BRGY, LA GRANIA LA CARLOTA CITY, REGROS OCCIDETAL

OWNER: SUGAR REGULATORY ADMINISTRATION

SUBJECT : TECHNICAL SPECIFICATION AND GENERAL REQUIREMENTS

ASC : PHP 1,000,000.00

DURATION : 40 CALENDAR DAYS

TECHNICAL SPECIFICATIONS AND GENERAL REQUIREMENTS

SERVER ALL COMPANION

This project pertains to the SHSTALLATION OF SOLAR STREET LIGHTS IN SRATGASEC COMPOUND. Should there be a conflict between the plant and the specifications, the latter thail prevail. Where some items of work are not clearly indicated on the plant and in the specifications, standard engineering precise shall be guided for the execution of the suspecified item of works.

WORF OF WORK

This section shall include the mobilitation and demobilization of Contractor's plant, equipment, materials, and employee to the size; compliance with the contract requirements; this section shall include the furnishing of labor, materials, transportation, tools, supplies, plant, equipment and appartenances to complete satisfactorily the construction of the proposed subproject.

MADERICATION AND DEMOCRILIZATION

The Contractor upon receipt of the Notice to Proceed Wall immediately mobility and transport has plant, equipment, materials and amployees to the site and demobility or remove the same at the completion of subproject.

COMPLIANCE TO THE CONTRACT REQUIREMENTS

Control of on-late Construction, Prior to the start of any definable feature of the work, the Contractor must perform the recessary inspection to include as follows:

(1) Review of Contract Documents to make sure that material, equipment and products have been tested, submitted and appropried.

(2) Physical examination of materials and equipment to assure its conformity to the specifications, plant, shop drawings and other data.

- (3) As soon as the work has been started the Contractor shall conduct initial inspection to check and review the workmanship in compliance with the contract requirements for a particular item of work.
- (4) The Contractor shall perform these inspections on a regular basis to assure continuing compliance with. the contract requirements until completion of a particular type of work.

PRECONSTRUCTION MEETING

Prior to the start of construction, Contractor's material menor vandors whose presence is required, must aftend preconstruction meetings as directed for the purpose of discussing the execution of work.

PROCESS NEEDING

Progress meetings shall be called upon by the following for the purpose of discussing the implementation of the work.

- (1) When called upon by the Engineer or the Procuring Entity or his representative for the purpose of discussing the execution of work. Contractor's material men or vendors whose presence is necessary or requested must attend progress meetings. Each of such meeting shall be held at the time and place designated by the Engineer or his representative.
- (2) Decisions and instructions agreed on these exectings shall be binding and conclusive on the contract. Minutes of this meeting shall be recorded and reasonable number of copies shall be furnished to the Contractor for distribution to various meserials men and vendors involved.
- (3) The Contractor may also call for a progress meeting for the purpose of coordinating, especicing and scheduling the work. In such meeting Contractor's material men or vendors, whose presence is necessary or requested are required to amond.
- [4] Progress Reports and Construction Logbook. Contractor shall prepare and submit progress reports to the Engineer weekly and every 30 days for each month from the start of the sub-project's mobilization up to its completion, showing the work completed, work remaining to be done, the states of construction equipment, labor, and materials as the size and deliveries.
- (5) Construction logbook shall be available showing actual works in daily basis including other information such as weather conditions, truck delivery, visitors, etc.

CONSTRUCTION PHOTOGRAPHS

The Contractor shall take photographs during the progress of the work once a moreh, all taken where directed by the Engineer. At the completion of one project final photographs shall be taken by the Contractor as directed by the Engineer. Two prints of each photograph shall be sent to the Procuring Entity and one print to the Engineer. The photographs shall be nearly labelled, duted, and identified in a little box in the lower right-hand corner, showing the date of exposure, project name, location and direction of view. All negatives and/or electronic copies shall be retained by the Contractor until completion of the work at which time they shall become the property of the Procuring Enginy.

CLEANING-LIP

The Contractor shall at all times keep the construction area including storage area used by him free from accumulations of waste makerial or subbish. Upon completion of construction, the Contractor Technical Specifications shall leave the work and prevales in clean, west and workmaniles conditions satisfactory to the Propuring (intity).

DOCUMENTS TO BE SUMMETED

The following documents shall be submitted by the Comractor to the Engineer and Procuring Entity prior to final payment and before issuance of final certificate of payment in accordance with the provisions of the Conditions of Contract.

- (1) The guarantee required by the Conditions of Contract and any other extended guarantees stated in the technical sections of the specifications.
- (2) A set of As-Bulk drawings shall be submitted showing accurate record of changes or deviations from the contract documents and the shop drawings indicating the work as actually installed. Records shall be arranged in order, in accordance with the various sections of the specifications and property indexed with ceresications of endorsement thereof, that each of the revised print of the drawings and specifications are complete and accurate. Prior to the application for final payment, and as a condition to its approval by the Engineer and the Procuring Entity, the Contractor shall deliver the specific drawings, and apocifications.

DESCRIPTION.

This item shall consist of the furnishing of materials, equipment and labor for the installation of roadway lighting works which includes the server light post and concrete foundations/ footings, panelboard (lighting contractor/control panel), electrical services including all conduits, pullboxes and junction boxes, wires and cabbes, photocell control concrete pedestal and mater base, luminates and its accessories, programmable logic controller (PLC) and built-in advertising display(other installed accessories).

The location of street lighting post shown on the drawing are approximate and the exact location shall be determined/established by the engineer in the field.

MATERIAL REQUIREMENTS

All materials shall be brand new and shall be of the approved type. It shall conform with the requirements of the Philippine Electrical Code and the products locally manufactured shall bear a Philippine Standard (PS) mark, while imported products shall bear import Commodity Clearance (ICC) certification marks duty issued by the Bureau of Philippine Standards (BPS).

EADTHWESE C

This firm shall comist of roadway disinage and borrow excavation, and the disposal of material in accordance with this Specification and in conformity with the lines, grades and dimensions shown on the Plant or established by the Engineer.

1. Roadway Excavation

Roadway extantion will include extantion and grading for readways, parting areas, intersections, approaches, slope rounding, benching, waterways and decires; removal of unutitable material from the readbad and beneath embankment areas; and excavating selected material found in the readway as ordered by the Engineer for specific use in the improvement. Readway excavation will be classified as "unclassified excavation", "rock excavation", "common excavation", or "muck excavation" as indicated in the Bill of Quantities and benefits described.

- (ii) Unclassified Excavation. Unclassified excavation shall constant of the excavation and disposal of all materials regardless of its nature, not classified and included in the Bill of Casestities under other pay items.
- (2) Rock Excession. Rock excession shall consist of excession of igneous, sedimentary and metamorphic rocks which carnot be excessive without blanking or the use of appears, and all boulders or other detached above each having a volume of 1 cubic meter or more as determined by physical measurements or virusity by the Engineer.
- (3) Common Escavation. Common excavations shall consist of all excavation not included an the bit of Quantities under "rock excavation" or other pay nems.
- (4) Muck Excermion, Muck excermion shall consist of the removal and disposal of deposits of setumeed or unsaturated missiums of soils and organic matter not suitable for foundation materials regardless of monture concerns.

2. Burrow Encirculture

Borrow excavation shall consist of the excavation and utilization of approved materials required for the construction of embantiments or for other portions of the work, and shall be obtained from approved touries, in accordance with Clause 61, Standard Specifications for Public Works and Highways, Volume I and the following:

The Boursey Care 1.

Borrow Case 1 will consist of material obtained from sources designated on the Plans or in the Special Provisions

(1) Borrow, Case 1:

Borrow Case I will comist of material obtained from sources provided by the Costractor. The material thail meet the quality requirements determined by the Engineer unless otherwise provided in the Contract

FARES ATTOM

- 1. Field fabrication shall be kept to a minimum and tabrication shall be employed to the greatest extens possible with member's shop fabricated as practicable with a minimum requirement for field connection.
- Weiding, shearing, gas cutting, chipping and attother works involved labrication of structural steel shall be done with accuracy and of the highest quality of workmanship, within the allowable tolerance preported in the AISC specification.

EFECTION

- The steel structures shall be erected plumb and true to line and grade. Bracings and support shall be introduced whenever necessary to take care of all loads to which the structure may be subjected. Such bracing shall be felt in place as long as may require for safety.
- Base places and bearing places shall be supported on size! wedges until the supported members shall have been aligned and plumb, following which the entire bearing area shall be growted solid with nonshrink coment group.
- 3. As steel work after complete erection, shall be field painted with the type and color specified in the section of painting of this specification. Painting shall not be done on any steel surface that is thoroughly clean and dry.

COURSE CONTRACT PROPERTY OF

Ferrous metal recoverys, cable acmor, boxes, cable sheathing, cabinets, elbows, couplings, nipples. Ritings, supports, and support hardware shall be permitted to be installed in concrete or in direct contact with soil. Corrosion protection shall be provided in areas subject to severe correshes influences were made of material approved for the condition, or were provided with corrosion protection approved for the condition as indicated in the Plans or as approved by the Engineer.

SYSTEM PROTECTION

All street lighting systems that be protected by an eventure of device. The eventurent device shall be street rated or petting not higher than the allowable ampacity of the conductor. The circuit breakers shall be of the characteristic on eventual and instantaneous trip on short circuits, shall be equipped with arc quenches, shall have quick-make and quick-break toggle mechanism, and shall have trip-free operating handles. Each multi-pole breaker shall have a common trip so that an overload on one pole will automatically cause all poles of the breakers to open.

and an inches

Street lighting post shall acheve to the details as indicated on the Plans, for Single-Arm and Double-Arm. Post, using a minimum of 5.0 meters above finished ground with a maximum of 5 meters overhang.

All posts shall be designed to with mand, with the associated luminaires, a wind velocity of 250 kilometers per hour determined in accordance with AASHTO LTS-6, Standard Specifications for Structural Supports

for highway Signs, turninalizes, and Traffic Signals. Foles shall be anchor-based types designed for use with underground supply conductors. All post shall have an inspection door or hand hole and shall have a subtable packeted porew cover. After the post has been erected, seeled and fixed in the foundation block, a cost of fixishing aluminum paint shall be applied. Post shall be provided with galantined sarel anchor bott thread top and and with a hooked bent at an angle at the bottom. Size of the anchor botts shall be as indicated on the plane.

Pole shaft be made in accordance with ASTM ASSM, Standard Specification for pipe steel, black and hot dipped, line coased, welded and associated.

Anchor bases shall be provided with her-dipped, galvanized steel anchor boits with double rules and washers, threaded at the top end and bended at 90° at the bottom end. Galvanized nois, washer, and ornamental covers shall also be provided for anchor boits. Galvanizing shall be in accordance with the requirements of ASTM ALSS, Standard Specification for Zinc Coating (Not-Dip) on Iron and Steel Hardware or AASHTO M 111, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products (ASTM ALSS) for the fittings.

STREET LICHTING MOST COLUMN FROTTING

Street lighting posts contrate footings shall be aguere in the pelor as shown on the Plans. Anchor bolt circle dimensions shall be furnished and rigid template shall be used to center the anchor bolts in the foundation. Unless otherwise specified, the template shall be oriented so that the mast arm of the lighting standard is perpendicular to the centerline of the roadway.

The top of the concrete foundation shall be constructed in level and only stams used to rate the lighting standard shall be permitted. Shiera with break-away couplings shall not be permitted. Each foundation shall have an imprinted arrows on the top of the foundation to indicate the direction of the cable duct run. Upon completion of the electrical construction work, the Contractor shall provide all test equipment. The Contractor shall then substitute option of all test results to the Engineer.

METHOD OF MEASUREMENTS

Nurs, wather, concrete tooting, fatteners, conduit clamps, bolts, capacitors, colts and others including all necessary materials and accessories needed for moisture and fungus control, comosion protections and all other incidentals needed to make the system operational and accepted to comply with the requirements of the latest edition of the Philippine Electrical Code, Part 2 and any other ordinances including payment of necessary permits from local enforcing authorities.

. .

TEN FOR DIVERSION

The letts are as follows:

Type Test for Lundoutre

- (i) A full type lest shall be carried out for correliance with the latest estition of £ 6 60598-2/3.
- (ii) For the humidity test, the test shall be carried out at a relative humidity around \$5% and at an ambient temperature of 25%.

-

Guality Control Tests

- (i) A quality assumance scheme shall be established during the manufacture of the luminaires to ensure the quality of the product leaving the factory.
- (ii) The scheme shall cover the assurance of the quality of incoming materials, methods of welding, casting, medding, forging, facilitation, assembly and final testing and inspection of the finished product.

Photometric and Electrical Data Measurements and Tests

The logowing tests and measurements shall be conducted to worth the luminaire photometric and electrical data including but not finised to the following:

- Cal Ipplys Disseram
- (b) Coefficient of Utilitation curves
- (c) Polar Cetties Oberthamen Disprama
- (6) Electrical Parameters
- (e) Power (W);
- (I) bernieden II un II mig
- ist les works estimacy (lan/W):
- (h) Correlated Color Temperature (CCT):
- (i) Color Recidering Index (CIS)

LED Sources Technical Requirements. The LEDs shall be from a reputable manufacturer of LEDs with LEASO-08 and UNITS OS. Test report from ISO/IEC 17025 and qualified for pertinent tenting of LEO products particularly LEO for roadway Rehiting.

Scadway Liebling Guidelines Item Specification Requirements

- 1.0 Luminaire Physical Characteristics
- 3.1 Housing High pressure die-cast aluminum with heat management system in light gray color, powder costed and rust resistant.
- LA Division of

Length not more than 1200 mm

Height not more than 100 mm

Width not more than 400 mm

- 1.3 Weight Madmum of 16 blograms
- 1.4 ingress Protection (IP) Shall be raised a missimum of IP66
- 1.5 Minimum Vibration Resistance Conforms to AMS CI36.31 for 25 Vibration
- 1.6 Machanical Impact Protection (III) Minimum of 8006 or equivalent to 1 joule (drop of 900 gram object from 20 cm height)
- 1.7 Modularity LEO arrays, drivers, and surge protection device should by modularly replaceable, without need to dismantie.
- 1.8 Lighting Controls Provisions for compatibility to wireless lighting control protocols.
- 1.9 Mounting Arm Connection Luminaire shall mount on standard 2.975° O.D. horizontal tenon with no more than four 9/16-inches her books and two-piece clamp with vertical tilt adjustment range of */-5%.

The color temperature of the light source shall be cool white (4000K-5000K). The color rendering index of the light source shall not be less than be 70×/-5.

The LED module shall have the lokewing information distinctly and durably marked:

- (a) Trademark or mark of origin (Strand & model used);
- Ib) Weight:
- (c) Marking requirements in accordance to relevant local or international standards

The LED Module shall have the following features:

- (a) Heat Sek with high thermal disappoilor properties;
- (5) Provisions to prevent unauthorized removals
- (2) Corresion malisant;
- (d) Dameser/Senses shall be UV coured
- (e) Operate in relative humidity of greater than 90%

PROJECT BILLBOARD

2.2.3 For infrastructure projects, a tarpeulin signboard west be soltably framed for outdoor display at the project focation, and shall be posted as soon as the award has been made. The design and format of the astpaulin, as shown in Annex "A," shall have the following specifications:

Turpendin, white, I A = 2 ft

Resolution: 70 dpi Font: Helvetica

Fost Size: Main Information - 3"

Sub-Information -1* Free Color: Disck Tarpaulin, white, 4 fl x 1 ft

Resolution: 70 del Font : Helivetina

Form Siste: Main lefonsation - 3"

Sub-Information -1"
Fort Color: Black

ALTERATIONS

No afterations shall be done during the progress of work without the written approved by the supervising Project Engineer, unless otherwise agreed by and between the Owner and the Contractor. All works shall be done in accordance with the approved plans

Prepared and subgetted by:

Recommending Approval:

JESSATA C. BUTANICO Englisher II-COS, PPNTM SECTION HELEN B. LOBATON/ATTY, IGNAÇÃO S. SANTILIANA

ICE = Manager In / Deputy Administrator II

Noted by

Approved by

Dy Harkanbar

HON PAUD LUIS & AZCONA

Administration

PROJECT : INSTALLATION OF SOLAR STREET LIGHTS IN SRA LGAREC COMPOUND

LOCATION : BASY. LA GRANUA LA CARLOTA CITY. NESROS OCCIDENTAL

CHAMER : SUGAR REGULATORY ADMINISTRATION

SUBJECT : SOOPE OF WORK

ABC : PHP 3,000,000.00

DURATION : 90 CALENDAR DAYS

SECURE OF WARRY

t. Mobilization and Demobilization.

- II. Installation of tarpaulin signage or preject biliboard.
- Specific safety measures have to follow as applicable using of personal protective equipment or PPE on project sing.
- IV. Verify site condition and measurements on project site.
- V. Delives components parts to see and completely identified in accordance with shop and certified Drawings.
- Vi. Signed and sealed Electrical and Structural plans.
- VIR. Clearing of necessary obstruction.
- VIII. Excavation of holes for pole foundations.
 - DC. Fabrication and Installation of forms and rebars.
 - X. Concreting of footing and pedestal.
 - XI. Installation of Street Lighting Poles with complete accessories.
- 201. Installation of Solar Street lights with complete accessories.
- ARE Plestering of reinforced concrete pedestal.
- XIV. Ensure that poles are fixed squarely and properly abgred.
- XV. Verify proper lighting function, intensity and coverage.
- XVI. Conduct comprehensive testing to confirm system functionality.
- W/is. Contractor shall prepare and submit progress reposts to the Engineer weekly and every 30 days

XVIII. Provide updated drawing reflecting actual installation.

XIX. Clearing the area after work completion.

Prepared and submitted by:

Recommending Approval:

IESPEHA C. BRITANICO Engolver - COS, PPRIM SECTION

THELEN B. LOBATON / ATTY, RENACIOS, SANTILLANA RDE - Manager III / Depoty Administrator II

Noted by:

Approved by:

PACHAET IN TUANANY BAY

HON PAIROTUS S. AZCONA Administrator

Additional Requirements:

Bidders are required to submit two (2) additional hard copies of the first and second components of their bids, each stamped 'Certified True Copy' and duly signed, except for documents that require notarization, which must be submitted in their original form.

Bidders are required to put tabs (document name) with proper labeling in all documents to be submitted with the same number as indicated in the Checklist of Technical and Financial Document, in order to facilitate efficiency in evaluating all the documents.

^{**}Note: Should you require a clearer version of the following documents, it will be made available upon request.

Section VII. Drawings

THIS SITE

4 CA HOST Covered manufaction to strategic linears prompty IN ORIGIN embodies as cases.

CAN FACTOR SHOW Several manufactures are supported to the control of the control o

RESERVE RATTE:

A LED DESCRIPTION AND A RESTOR DELIVER OF FORMAT NOTICE

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TANK CONTRACT

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BOLL CLANTON

THE REAL PROPERTY AND

STATE OF SECOND 西からではる 大田子には TON CONT

VICINITY MAP

WEST'S ACTOR

PARTICIPATE PROPERTY CO.

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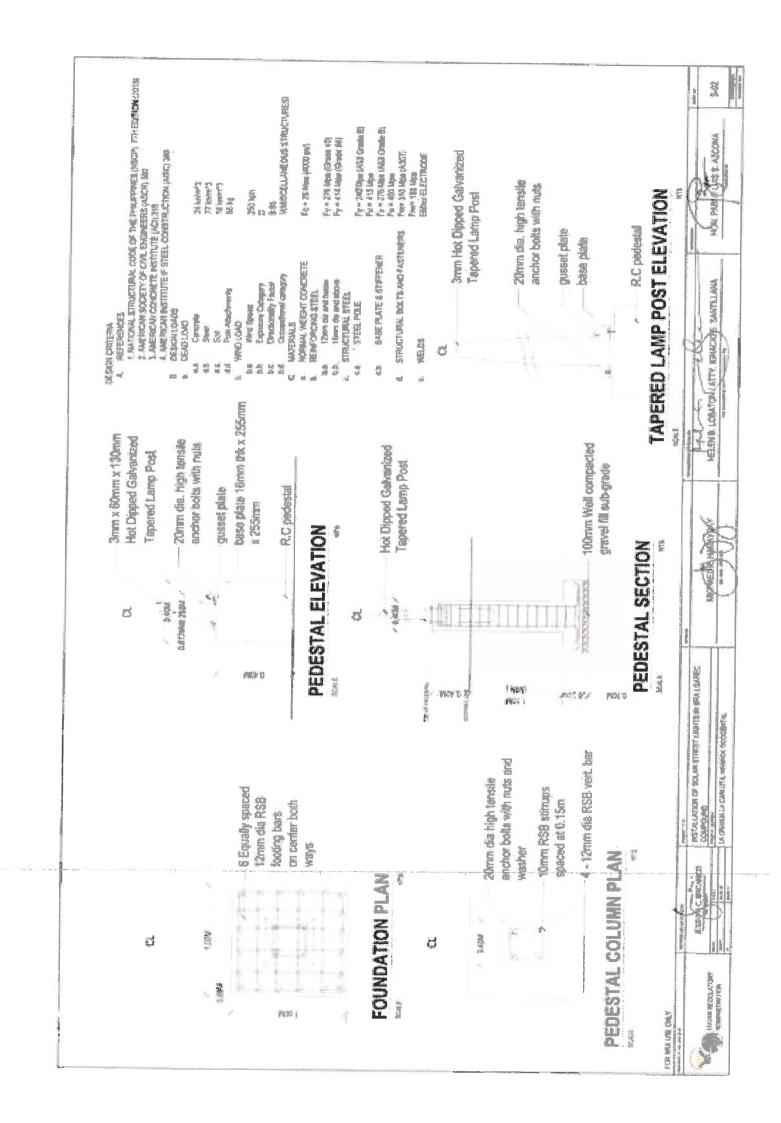
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Section VIII. Bill of Quantities

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.

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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

<u>Leg</u>	(a)	<u>cuments</u> Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
	Regi May	use any of the eligibility documents per Annex A of the PhilGEPS Certificate of stration is expired, all copies (current and valid) of SEC/DTI Registration, or's Permit, Tax Clearance, and Audited Financial Statements shall be nitted along with the PhilGEPS Certificate.
Toc	hnica	l Documents
	(b) S	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
	(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
	(d)	Special PCAB License in case of Joint Ventures <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
	(e)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
	(f)	Project Requirements, which shall include the following: a. Organizational chart for the contract to be bid;
		b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
		c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
	(g)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

	(h)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) and to include the latest Audited Financial Statements.			
		Class "B" Documents			
	(i)	If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence <u>or</u> duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.			
II. FIN	IANC.	IAL COMPONENT ENVELOPE			
	(j)	Original of duly signed and accomplished Financial Bid Form; and			
Oth	Other documentary requirements under RA No. 9184				
	(k)	Original of duly signed Bid Prices in the Bill of Quantities; and			
	(1)	Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; <u>and</u>			
	(m)	Cash Flow by Quarter.			

