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## Bid Notice Abstract

### Invitation to Bid (ITB)

**Reference Number** 10704455  
**Procuring Entity** CARLOS HILADO MEMORIAL STATE UNIVERSITY  
**Title** Rehabilitation of Perimeter Fence Along Malunsi Creek (Phase 1) - Talisay Campus  
**Area of Delivery** Negros Occidental

<b>Solicitation Number:</b>	CHMSU 24-014-0327-I	<b>Status</b>	Pending
<b>Trade Agreement:</b>	Implementing Rules and Regulations	<b>Associated Components</b>	6
<b>Procurement Mode:</b>	Public Bidding	<b>Bid Supplements</b>	0
<b>Classification:</b>	Civil Works	<b>Document Request List</b>	0
<b>Category:</b>	Construction Projects	<b>Date Published</b>	28/03/2024
<b>Approved Budget for the Contract:</b>	PHP 3,000,000.00	<b>Last Updated / Time</b>	27/03/2024 10:22 AM
<b>Delivery Period:</b>	90 Day/s	<b>Closing Date / Time</b>	18/04/2024 08:30 AM
<b>Client Agency:</b>			
<b>Contact Person:</b>	Ma. Lorena Fernandez Jugos Administrative Assistant II Mabini Street, Brgy Zone 1 Talisay City Negros Occidental Philippines 6115 63-34-7120005 Ext.142 63-939-9296624 bac.sec@chmsu.edu.ph		

#### Description

CARLOS HILADO MEMORIAL STATE UNIVERSITY  
BIDS AND AWARDS COMMITTEE  
TALISAY CITY, NEGROS OCCIDENTAL

INVITATION TO BID  
FOR THE REHABILITATION OF PERIMETER FENCE ALONG MALUNSI CREEK (PHASE 1) - TALISAY CAMPUS  
CHMSU 24-014-0327-I

1. The Carlos Hilado Memorial State University, through the Corporate Budget for the Contract of 2024 approved by the governing Board (STF/INCOME), intends to apply the sum of THREE MILLION PESOS & 00/100 (Php 3,000,000.00) ONLY being the Approved Budget for the Contract (ABC) to payments under the contract for the REHABILITATION OF PERIMETER FENCE ALONG MALUNSI CREK (PHASE 1) – TALISAY CAMPUS. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Carlos Hilado Memorial State University now invites bids for the above Procurement Project. Completion of the Works is required within Ninety (90) calendar days after receipt of 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 the 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 CARLOS HILADO MEMORIAL STATE UNIVERSITY 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 March 28 – April 18, 2024 (8:00A.M.) 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) Only. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

6. The CHMSU will hold a Pre-Bid conference on 9:00 A.M., April 4, 2024 at Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental and or through video conferencing or webcasting via Zoom Meeting with ID No. 797 389 7583, Meeting Password 040424, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before 8:30 A.M., April 18, 2024. Late bids shall not be accepted.

Bids may be submitted through electronic mail to bac.sec@chmsu.edu.ph provided that the bidding documents are compressed into two (2) separate archived folders (zip or rar format) and which each folder shall be labelled as "First Envelope\_Name of Company\_Project Reference Number" and "Second Envelope\_Name of Company\_Project Reference Number" and each is uniquely password-protected;

Bidders must submit the printed copies (Original, Copy 1 and Copy 2) of their bidding documents within 3 calendar days from bid opening.

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 9:00 A.M., April 18, 2024 at the Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental and/or through Zoom Meeting ID No. 797 389 7583, Meeting Password 041824. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The Carlos Hilado Memorial State University 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:

MISS LIGAYA E. FUENTES  
Head, BAC Secretariat  
Carlos Hilado Memorial State University  
Bidding Room, 2/F Supply and Property Management Bldg.  
Brgy. Zone 1, Mabini St.,  
Talisay City, Negros Occidental  
Email Add.: bac.sec@chmsu.edu.ph  
Telephone Nos.: (034) 454-0529; 454-0584 local 142  
Mobile No.: 0939-9296624  
Website: chmsu.edu.ph

12. You may visit the following websites:

For downloading of Bidding Documents: chmsu.edu.ph

For online bid submission: bac.sec@chmsu.edu.ph

ANDREW EUSEBIO S. TAN, Ph.D.  
BAC Chairperson

**Line Items**

Item No.	Product/Service Name	Description	Quantity	UOM	Budget (PHP)
1	ONE (1) LOT	Rehabilitation of Perimeter Fence Along Malunsi Creek (Phase 1) - Talisay Campus	1	Lot	3,000,000.00

**Pre-bid Conference**

Date	Time	Venue
04/04/2024	9:00:00 AM	Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental and or through video conferencing or webcasting via Zoom Meeting with ID No. 797 389 7583, Meeting Password 040424

**Created by** Rowena De la Vida Prado

**Date Created** 27/03/2024

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# Carlos Hilado Memorial State University

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3339



## Bids and Awards Committee

### INVITATION TO BID FOR THE REHABILITATION OF PERIMETER FENCE ALONG MALUNSI CREEK (PHASE 1) - TALISAY CAMPUS CHMSU 24-014-0327-I



- The Carlos Hilado Memorial State University, through the Corporate Budget for the Contract of 2024 approved by the governing Board (STF/INCOME), intends to apply the sum of **THREE MILLION PESOS & 00/100 (Php 3,000,000.00) ONLY** being the Approved Budget for the Contract (ABC) to payments under the contract for the **REHABILITATION OF PERIMETER FENCE ALONG MALUNSI CREK (PHASE 1) – TALISAY CAMPUS**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- The Carlos Hilado Memorial State University now invites bids for the above Procurement Project. Completion of the Works is required within **Ninety (90) calendar days after receipt of 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).
- Bidding will be conducted through open competitive bidding procedures using the non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- Interested bidders may obtain further information from CARLOS HILADO MEMORIAL STATE UNIVERSITY and inspect the Bidding Documents at the address given below from 8:00 A.M. to 5:00 P.M.
- A complete set of Bidding Documents may be acquired by interested bidders on **March 28 – April 18, 2024 (8:00A.M.)** 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) Only**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.
- The CHMSU will hold a **Pre-Bid conference on 9:00 A.M., April 4, 2024 at Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental** and or through video conferencing or webcasting via **Zoom Meeting with ID No. 797 389 7583, Meeting Password 040424**, which shall be open to prospective bidders.
- Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **8:30 A.M., April 18, 2024**. Late bids shall not be accepted.  
  
Bids may be submitted through electronic mail to [bac.sec@chmsu.edu.ph](mailto:bac.sec@chmsu.edu.ph) provided that the bidding documents are compressed into two (2) separate archived folders (zip or rar format) and which each folder shall be labelled as "First Envelope\_Name of Company\_Project Reference Number" and "Second Envelope\_Name of Company\_Project Reference Number" and each is uniquely password-protected;  
  
Bidders must submit the printed copies (Original, Copy 1 and Copy 2) of their bidding documents within 3 calendar days from bid opening.
- All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.
- Bid opening shall be on **9:00 A.M., April 18, 2024** at the **Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental** and/or through **Zoom Meeting ID No. 797 389 7583, Meeting Password 041824**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.



✉ bac.sec@chmsc.edu.ph  
☎ (034) 712 0005 local 142  
🌐 chmsc.edu.ph

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BY: *[Signature]* DATE: **MAR 27 2024**  
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# Carlos Hilado Memorial State University

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## Bids and Awards Committee

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Talisay City, Negros Occidental  
Email Add.: [bac.sec@chmsu.edu.ph](mailto:bac.sec@chmsu.edu.ph)  
Telephone Nos.: (034) 454-0529; 454-0584 local 142  
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Website: [chmsu.edu.ph](http://chmsu.edu.ph)
12. You may visit the following websites:  
For downloading of Bidding Documents: [chmsu.edu.ph](http://chmsu.edu.ph)  
For online bid submission: [bac.sec@chmsu.edu.ph](http://bac.sec@chmsu.edu.ph)

  
ANDREW EUSEBIO S. TAN, Ph.D.  
BAC Chairperson



 [bac.sec@chmsc.edu.ph](mailto:bac.sec@chmsc.edu.ph)  
 (034) 712 0005 local 142  
 [chmsc.edu.ph](http://chmsc.edu.ph)

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## ***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, **CARLOS HILADO MEMORIAL STATE UNIVERSITY** invites Bids for the **REHABILITATION OF PERIMETER FENCE ALONG MALUNSI CREEK (PHASE 1) – TALISAY CAMPUS**, with Project Identification Number **CHMSU 24-014-0327-I**.

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 2024 in the amount of **THREE MILLION PESOS & 00/100 (PHP 3,000,000.00) ONLY**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

## 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 allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.1. 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. 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 **Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental** or through **Zoom Meeting ID No. 797 389 7583 Meeting Password 040424** as indicated in paragraph 6 of the IB.

## **1. 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.

## **2. 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**.

### **3. 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.

### **4. 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.

### **5. 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.

### **6. 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.

## **7. 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 **August 16, 2024 (120 calendar days upon the date of bid opening)**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **8. 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.

## **9. 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**.

## **10. 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.

## **11. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **12. 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**.

## **13. Signing of the Contract**

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



## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet (BDS)**

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

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

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

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

# Bid Data Sheet

ITB Clause			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: 1. Civil Works		
7.1	<b>Subcontracting is not allowed</b>		
10.3	Minimum PCAB Registration/ PCAB License  <b>Small B (up to 30 Million)</b>		
10.4	The key personnel must meet the required minimum years of experience set below:		
	Key Personnel	General Experience	Relevant Experience(years)
	<b>Daily required site personnel</b>		
	1. Project Engineer	Registered Civil Engineer	3
	2. Foreman	High School Graduate	3
	3. Construction Safety and Health Personnel	With HSE/COSH Training	3
	4. Materials Engineer	Registered Materials Engineer	2
10.5	The minimum major equipment requirements are the following:		
	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>
	Service Vehicle		1
	Hand Drill		1
	Grinder		2
	Chipping Gun		2
	Rebar bender		1
	Cut off Machine		1
	Circular Saw		1
12	<b>The Approved Budget for the Contract (ABC) is THREE MILLION PESOS &amp; 00/100 (PbP 3,000,000.00) ONLY.</b>  Any bid with a financial component exceeding this amount shall not be accepted.		
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:		

	<p>a. The amount of not less than <b>PhP 60,000.00 (2% of ABC)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <b>PhP 150,000.00 (5% of ABC)</b> if bid security is in Surety Bond.</p>
19.2	Partial bids are not allowed.
20	No further Instructions.
21	<p>Additional contract documents relevant to the Project:</p> <ol style="list-style-type: none"> <li>1) Construction Schedule/GANTT Chart (MS Project Format) &amp; S-curve</li> <li>2) Manpower Schedule</li> <li>3) Construction Methods</li> <li>4) Equipment Utilization Schedule</li> <li>5) Construction Safety and Health Program (approved by the DOLE)</li> <li>6) PERT/CPM</li> <li>7) Statement of Cash Flow &amp; Payment Schedule</li> <li>8) Soft Copy of all submitted documents in PDF File (Submit in USB Flash Drive)</li> </ol>

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

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

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

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

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



## **1. Scope of Contract**

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

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

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

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

## **3. Possession of Site**

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

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

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

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

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

## **5. Performance Security**

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

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

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

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

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

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

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

## **10. Dayworks**

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

## **11. Program of Work**

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

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

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

## **13. Advance Payment**

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

## **14. Progress 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.

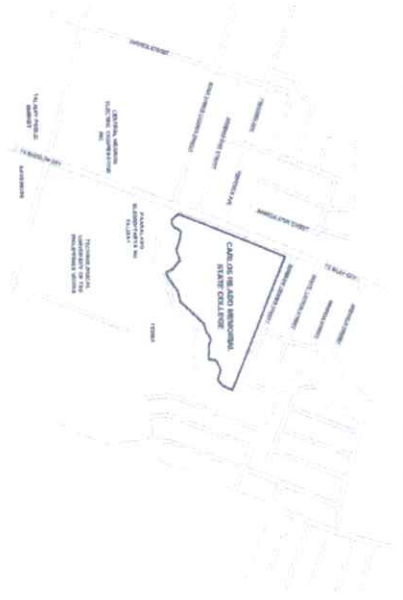
However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

# Special Conditions of Contract

GCC Clause													
2	<p>The <b>Intended Completion Date</b> is</p> <p><b>90 calendar days upon receipt of the Notice to Proceed</b></p> <p><i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i></p>												
4.1	The <b>CHMSU</b> shall give possession of all parts of the Site to the Contractor upon receipt of Notice to Proceed by the latter.												
6	No further instruction												
7.2	<i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.												
8	<p>The Contractor shall employ the following <b>Key Personnel</b> as stated in the BDS.</p> <ol style="list-style-type: none"> <li>1. Project Engineer</li> <li>2. Construction Safety and Health personnel</li> <li>3. Materials Engineer</li> <li>4. Foreman</li> </ol> <p>The contractor must ensure that nominated and duly approved key personnel will not be demobilized from site unless replacement is duly evaluated and approved.</p> <p>The non-availability of the following key personnel from the project site will be subject to penalty/deduction from the next billing:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">No.</th> <th style="width: 50%;">Key Personnel</th> <th style="width: 40%;">Amount of Deduction per Day of Non-appearance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Project Engineer</td> <td style="text-align: center;">P800</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Construction Safety &amp; Health Personnel</td> <td style="text-align: center;">P700</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Foreman</td> <td style="text-align: center;">P500</td> </tr> </tbody> </table> <p>The following condition will be ground for withholding of payment for the next billing.</p> <ol style="list-style-type: none"> <li>1. Poor supervision and inaction of the concerned contractor to the items and points included on Site Observation Reports</li> </ol>	No.	Key Personnel	Amount of Deduction per Day of Non-appearance	1.	Project Engineer	P800	2.	Construction Safety & Health Personnel	P700	3.	Foreman	P500
No.	Key Personnel	Amount of Deduction per Day of Non-appearance											
1.	Project Engineer	P800											
2.	Construction Safety & Health Personnel	P700											
3.	Foreman	P500											

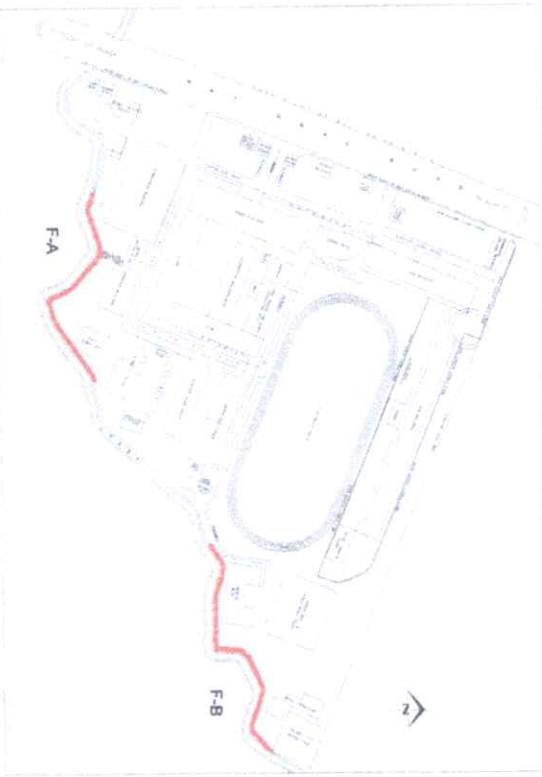
	<p>(SOR's), Official Letters and other form of instructions and reports related to any observed non-conformity and non-compliance to the relevant clauses of the contract and the technical specifications – P500/ point.</p> <p>2. Prescribed (PPE's) Personal Protective Equipment</p> <p>3.a No safety hats – P500/worker/day of occurrence</p> <p>3.b No safety shoes – P500/worker/day of occurrence</p> <p>3.c Non- availability or improper use of the body harness and other life-saving equipment on site – P500/worker/day of occurrence.</p> <p>3.d. Non wearing of face mask – P500/worker/day of occurrence.</p> <p>3. Non-conformance to the Construction Safety Guidelines for the implementation of all DPWH Infrastructure Projects During the COVID-19 Public Health Crisis (DPWH DO. 35 s.2020) – P2,500/day of occurrence.</p> <p>4. Non-conformance to school guidelines especially the non-smoking policy – P500/day of occurrence.</p> <p>5. Implementation of critical works without permit such as concrete pouring, installation of devices, wires and conduits without prior samples and approval and other forms of work – Php5,000.00/point.</p> <p>6. Non-submission of reports such as but not limited to, the Daily Reports and Look Ahead Schedules– Php. 500.00/day of occurrence and delay.</p> <p>7. Non-submission of brochures and samples of materials prior to installation at site and installation of unapproved materials – Php. 5,000/point.</p> <p>8. Non-availability of pledged equipment and manpower at site. – Php. 500.00/day of occurrence.</p> <p>9. Non-Compliance to the college rules and regulations especially on the non-smoking policy – P500.00/occurrence.</p>
10	a. No day works are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 7 days of delivery of the Notice of Award.
11.2	The period of Program of Work updates is every fifteen (15) days. The amount to be withheld for late submission of an updated Program of Work is FIFTEEN THOUSAND PESOS (Php15,000.00) only. Other

	relevant rules and regulations as well as communication protocol shall be discussed during the pre-bid conference and shall form part of the contract. Copy of which given to the contractor on the date for the conduct of the pre-construction conference.
13	No advance payment will be given to the contractor.
14	<i>No further instructions</i>
15.1	The date by which operating and maintenance manuals are required during the commissioning of each of the equipment to be installed by the contractor.  The date by which "as built" drawings are required will be before the processing of the occupancy permit or fifteen (15) calendar days from the final handing over whichever comes earlier.
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 TWENTY-FIVE THOUSAND PESOS (Php25,000.00) ONLY for each requirement.



## VICINITY MAP

PERIMETER FENCE (320m Length)




## SITE DEVELOPMENT MAP

SCALE

## PERSPECTIVE DRAWING

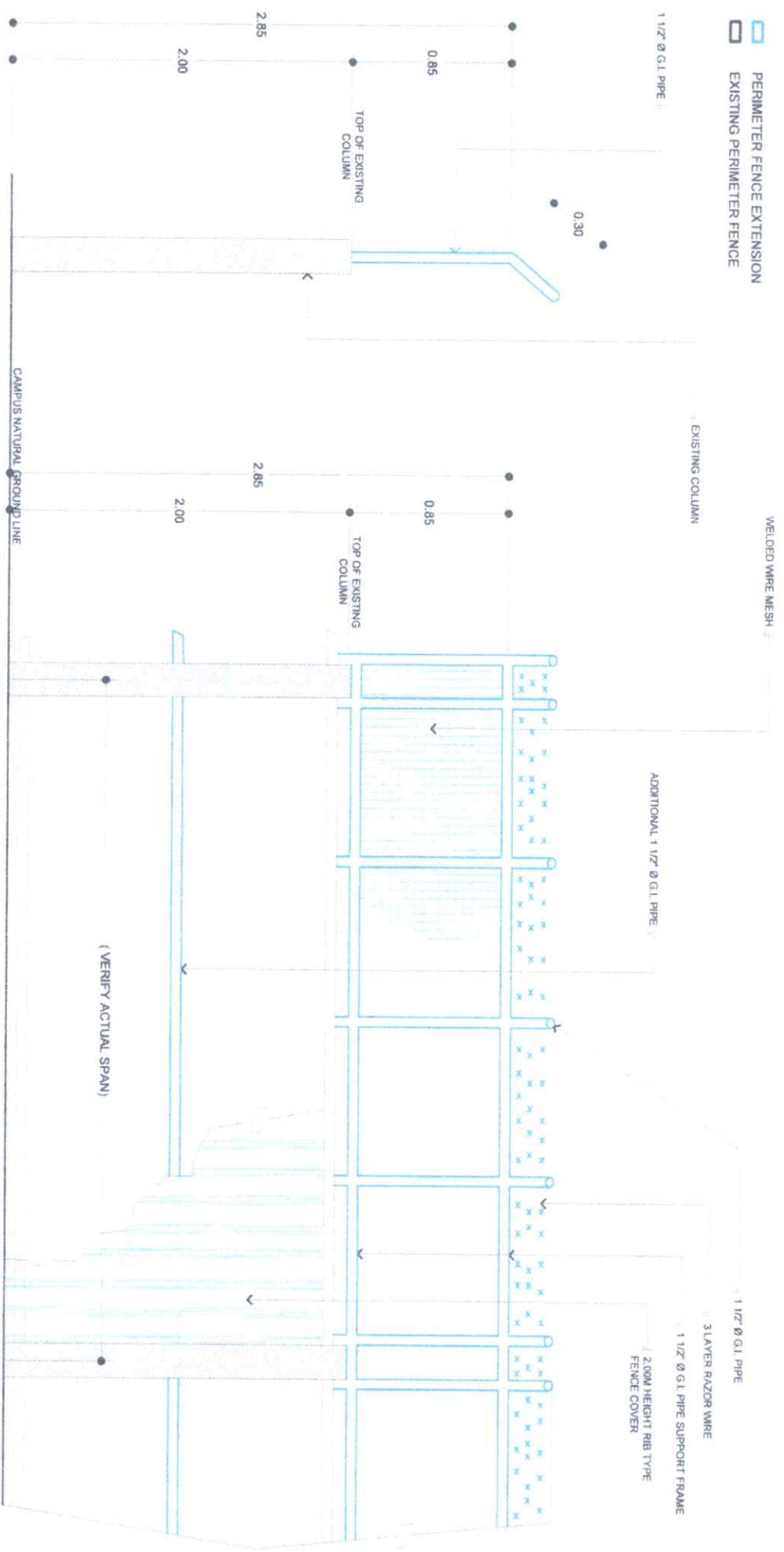
SCALE



 <p>Republic of the Philippines  <b>CITY OF MANILA</b>          Office of the Physical Planning and Land Management</p>		<p><b>PROJECT TITLE:</b>          REHABILITATION OF PERIMETER FENCE ALONG MAUNAS CREEK (PHASE 1)</p>		<p><b>PREPARED BY:</b>          ARNEL R. LAURINAS          CIVIL ENGINEER</p>		<p><b>CHECKED BY:</b>          ENGR. GABRIEL S. SORIANO JR.          CIVIL ENGINEER</p>		<p><b>APPROVED BY:</b>          ROSALINDA S. TUVEJA JD          VICE PRESIDENT FOR ADMINISTRATION AND FINANCE</p>		<p><b>APPROVED BY:</b>          NORBERTO F. MANGULABANAN, Ph.D.          SEC. PRESIDENT III</p>		<p><b>SHEET NO.:</b>  <b>A</b></p>		<p><b>PAGE NO.:</b>  <b>1</b></p>	
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**LEGEND**


-  PERIMETER FENCE EXTENSION
-  EXISTING PERIMETER FENCE



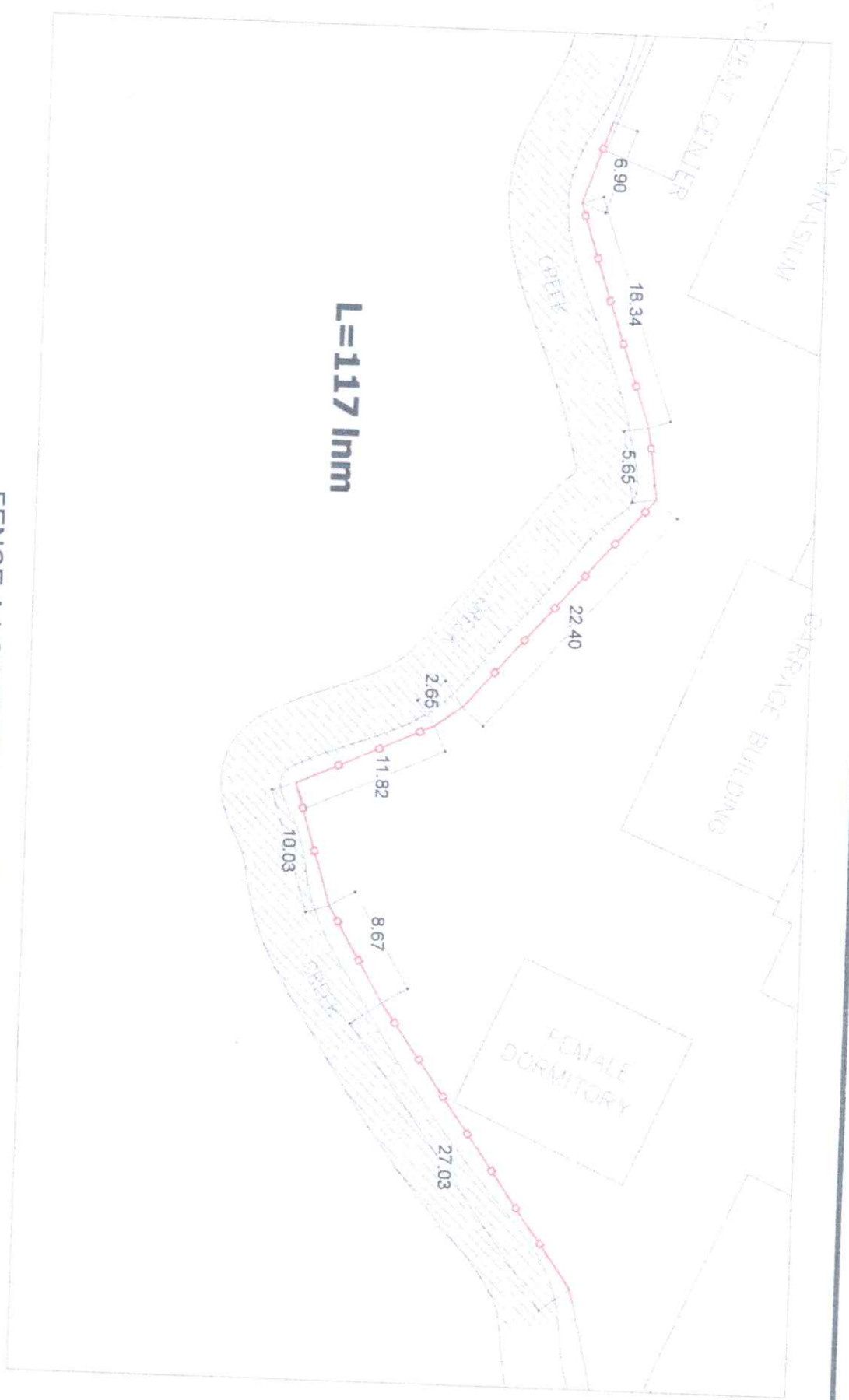
TOTAL OF 107 SPAN

**FENCE DETAIL**

SCALE: NDT'S

 <p>Republic of the Republic CARLOS MALABO MUNICIPAL STATE UNIVERSITY Highland Occidentals OFFICE OF THE PHYSICAL PLANNING DEVELOPMENT AND MANAGEMENT</p>	<p><b>PROJECT TITLE:</b> REHABILITATION OF PERIMETER FENCE ALONG MALUNGA CREEK (PHASE 1) PROJECT LOCATION: CHISSI MAWI CAMPUS</p>	<p><b>PREPARED BY:</b> ANGEL R. LATURMAS UNIVERSITY DEAN/CHAIRMAN</p>	<p><b>CHECKED BY:</b> ENGR. GABRIEL Z. SANCHEZ JR. PROJECT ENGINEER</p>	<p><b>DESIGNED BY:</b> ENGR. JIM JIN J. MANSUETO DIRECTOR FROM</p>	<p><b>APPROVED BY:</b> ROSA LINDA SANTIALLA, JD VICE PRESIDENT OF ADMINISTRATION AND FINANCE</p>	<p><b>APPROVED BY:</b> ROBERTO F. MANCIGUILLANAN, Ph.D SUC PRESIDENT</p>	<p><b>SHEET NO.:</b> A <b>PAGE NO.:</b> 2</p>
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L=117 lnm

FENCE A LOCATION PLAN (F-A)  
SCALE NDTs

		<b>PROJECT TITLE</b> REHABILITATION OF PERIMETER FENCE ALONG MALUNSI CREEK (PHASE 1)		<b>PREPARED BY:</b> ANHEL P. LATURNIAS UNIVERSITY DESIGNER		<b>CHECKED BY:</b> ENGR. GABRIEL S. RODRIGO JR. PROJECT ENGINEER		<b>APPROVED BY:</b> ROSALINDA S. TUVILLA, JB VICE PRESIDENT FOR ADMINISTRATION AND FINANCE		<b>APPROVED BY:</b> NORBERTO P. MANGUABANAN, Ph.D. SUC PRESIDENT		<b>SHEET NO.:</b> A		<b>PAGE NO.:</b> 3	
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203 In.m.

TOTAL LENGTH 320 In.m.

FENCE B LOCATION PLAN (F-B)

SCALE

NDTS

 <p>Office of the President CAMIGUIN STATE UNIVERSITY Region - Occidental</p>	<p>PROJECT TITLE REHABILITATION OF PERIMETER FENCE ALONG MALUNSI CREEK (PHASE 1)</p>	<p>PREPARED BY: ARNEL L. LATURNAS UNIVERSITY GRADUATE</p>	<p>CHECKED BY: [Signature] ENGR. CARLOS R. [Signature]</p>	<p>APPROVED BY: [Signature] DIRECTOR FOR</p>	<p>APPROVED BY: [Signature] VICE PRESIDENT FOR ADMINISTRATION AND FINANCE</p>	<p>APPROVED BY: [Signature] NOBERTO P. MANQUILABANAN, Ph.D. SIC PRESIDENT III</p>	<p>SHEET NO.: <b>A</b> PAGE NO.: <b>4</b></p>
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PROJECT REFERENCE No.: CHMSU 24-014-0327-I

I. PROJECT TITLE: REHABILITATION OF PERIMETER FENCE ALONG MALUNSI CREEK (PHASE 1)

II. LOCATION: PERIMETER FENCE, CHMSU MAIN CAMPUS

III. SUBJECT: PROGRAM OF WORKS

IV. SCOPE OF WORKS

**1.0 GENERAL REQUIREMENTS**

- 1.1 Mobilization and Demobilization
- 1.2 Safety Occupational Hazards
- 1.3 Site Clearing, Cleaning and Hauling
- 1.4 Removal of Existing Vertical Angle Bar and Damage steel fence
- 1.5 Scaffolding rentals and form works
- 1.6 Repair of existing damage concrete columns (portion only)

**2.0 ARCHITECTURAL WORKS**

**2.1 STEEL WORKS (Fence length=320.00 In.m. more or less)**

- 2.1.1 Installation of Additional Horizontal G.I. Pipe
- 2.1.2 Installation of Rib Type Roof Panel
- 2.1.3 Installation of Additional G.I. Pipe Fence Frame
- 2.1.4 Installation of Welded Wire Mesh
- 2.1.5 Installation of 3 Layer Razor Wire Mesh

**2.2 PAINTING WORKS**

- 2.2.1 Surface Preparation & Top Coating of Steel Fence Frame
- 2.2.2 Surface Preparation & Top Coating of Welded Wire Mesh
- 2.2.3 Surface Preparation & Top Coating of Existing Steel Frame

**3.0 MISCELLANEOUS WORKS**

PROJECT DURATION : 90 CALENDAR DAYS

BILL OF QUANTITIES								
Item no.	Description of Works	Qty	Unit	Material Cost		Labor Cost		Total Amount
				Unit Cost	Material Sub-total Cost	Unit Cost	Labor Sub-Total Cost	Contract
<b>1.0</b>	<b>GENERAL REQUIREMENTS</b>							
1.1	Mobilization and Demobilization	1	lot					-
1.2	Safety Occupational Hazards	1	lot					-
1.3	Site Clearing, Cleaning and Hauling	1	lot					-
1.4	Removal of Existing Vertical Angle Bar Removal of Existing Vertical Angle Bar and Damage steel fence	1	lot					-
1.5	Scaffolding rentals and form works	1	lot					-
1.6	Repair of existing damage concrete columns (portion only)	1	lot					-
	<b>Sub-total, 1.0 (GENERAL REQUIREMENTS)</b>					<b>Sub-total P</b>	<b>-</b>	<b>P -</b>
<b>2.0</b>	<b>ARCHITECTURAL WORKS</b>							
<b>2.1</b>	<b>STEEL WORKS (Fence length=320.00 In.m. more or less)</b>							
2.1.1	1.8mm x 1 1/2" Ø x 6m G.I. PIPE	267	lght					-
2.1.2	4' x 8' x 2mm Welded Wire Mesh	110	sht					-
2.1.3	Razor Wire 15 M	45	roll					-
2.1.4	4" Ø Super thin cutting disc	55	box					-
2.1.5	Welding Rod 6013	56	kls					-
2.1.6	Grinding Stone	60	pcs					-
2.1.7	2" Tecksrew	3750	pcs					-
2.1.8	Rib Type Roofing pre-painted, 1.05m x .5mm "bagoio green"	650	In.m.					-
	<b>Sub-total, 2.1 (STEEL WORKS WORKS)</b>			<b>Sub-total P</b>	<b>-</b>	<b>Sub-total P</b>	<b>-</b>	<b>P -</b>
<b>2.2</b>	<b>PAINTING WORKS</b>							
2.2.1	Epoxy Primer Gray	60	gal					-
2.2.1	Epoxy Paint top coat	60	gal					-
2.2.2	Epoxy Reducer	40	gal					-
2.2.3	Paint Thinner	50	gal					-
2.2.4	Paint Brush	25	pcs					-
2.2.5	Paint Roller 4"	25	pcs					-
2.2.6	Waste Cotton	15	kls					-
2.2.7	Polishing Pad	50	pcs					-
	<b>Sub-total, 2.2 (PAINTING WORKS)</b>			<b>Sub-total P</b>	<b>-</b>	<b>Sub-total P</b>	<b>-</b>	<b>P -</b>
<b>3.0</b>	<b>MISCELLANEOUS WORKS</b>							
	FOR ALL OTHER ITEMS that are not included on listed Bill of Quantities in your Bid but tare deemed necessary for the completion of the works and the delivery of the project.	1.00	lot					P -
	<b>Sub-total, 3.0 (MISCELLANEOUS WORKS)</b>							<b>P -</b>
				<b>A. TOTAL DIRECT COST</b>		<b>P</b>	<b>-</b>	<b>-</b>
				<b>B. CONSUMABLES</b>		<b>P</b>	<b>-</b>	<b>-</b>
				<b>C. SUPERVISION AND ADMINISTRATION</b>		<b>P</b>	<b>-</b>	<b>-</b>
				<b>D. TOTAL INDIRECT COST ( B + C )</b>		<b>P</b>	<b>-</b>	<b>-</b>
				<b>E. TOTAL COST ( A + D )</b>		<b>P</b>	<b>-</b>	<b>-</b>
				<b>F. VAT ( 12% of Item E )</b>		<b>P</b>	<b>-</b>	<b>-</b>
				<b>GRAND TOTAL PROJECT COST</b>		<b>P</b>	<b>-</b>	<b>-</b>