

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement for the Design and Construction of Kindergarten, Elementary and Secondary School Buildings and Technical Vocational Laboratories for the Last Mile Schools CY 2021

Government of the Republic of the
Philippines



AS- Education Facilities Division (EFD)

AUGUST 2021

2021-AdmS4(006)-BI-CB-013a

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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



Republic of the Philippines
Department of Education



PROCUREMENT MANAGEMENT SERVICE

OD ☎ 8633.7232 PPMD ☎ 8636.6543 CMD ☎ 8635.3762

Rm. M-511, 5th Floor, Mabini Bldg., DepEd Central Office Complex, Meralco Avenue, Pasig City, Philippines
☎ 636.6542 / 633.9343 / email: depedcentral.bacsecretariat@deped.gov.ph

PROJECT NO.: 2021-AdmS4(006)-BI-CB-013a

Procurement for the Design and Construction of Kindergarten, Elementary and Secondary School Buildings and Technical Vocational Laboratories for the Last Mile Schools CY 2021

1. The *Department of Education (DepEd)*, through the *LMSP 2021*, intends to apply the sum of *Philippine Pesos One Billion, Four Hundred Eighty-Five Million and 00/100 (PhP1,485,000,000.00)*, being the aggregate Approved Budget for the Contract (ABC) to payments under the contract for the *Procurement for the Design and Construction of Kindergarten, Elementary and Secondary School Buildings and Technical Vocational Laboratories for the Last Mile Schools CY 2021*, broken down to four (4) lots, as follows:

Lot	REGION	NO. OF SITES	NO. OF CL	Approved Budget for the Contract
1	Northern Luzon	26	84	370,065,191.61
	CAR	7	19	84,244,043.68
	Region I	5	17	82,839,402.93
	Region II	6	22	93,303,930.41
	Region III	8	26	109,677,814.59
2	Southern Luzon	17	56	239,793,395.20
	Region IV-A	5	14	72,842,968.50
	Region IV-B	4	17	64,046,271.77
	Region V	8	25	102,904,154.94
3	Visayas	36	134	546,050,775.90
	Region VI	10	40	192,024,057.35
	Region VII	16	57	190,618,303.02
	Region VIII	10	37	163,408,415.53
4	Mindanao	19	66	329,090,637.29
	Region IX	5	15	77,104,616.27
	Region X	5	17	82,732,941.51
	Region XI	5	20	95,035,355.82
	Region XII	2	8	39,738,528.14
	CARAGA	2	6	34,479,195.55
Total		98	340	1,485,000,000

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

2. The **DepEd**, through the **Bids and Awards Committee (BAC) I**, now invites bids for the above Procurement Project. Completion of the Design and Construction Works must be on or before December 10, 2021. 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.

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. Interested bidders may obtain further information from the **DepEd Procurement Management Service at Telephone Nos. 8636-6542 or 8633-9343** and inspect the Bidding Documents at the address indicated herein for Issuance of Bidding Documents during office hours.
5. For those who are interested to purchase the Bidding Documents, two (2) options are made available, to wit:
 - a. A complete set of Bidding Documents may be acquired by interested Bidders from the **DepEd Procurement Management Service, Room M-511, 5th Floor, Mabini Building, DepEd Central Office Complex, Meralco Avenue, Pasig City**, upon accomplishing a bidder’s information sheet, **presenting a “freshly-released” negative result (i.e., released within the past 24 to 72 hours) of similar tests (RT/PCR, antigen, or rapid test)**, and payment of a non-refundable fee for the Bidding Documents to the **DepEd Cashier**.

Payment in checks should be made payable to **DECS OSEC Trust**.

- b. Interested Bidders may signify their intent to purchase the Bidding Documents through email at **depedcentral.bacsecretariat@deped.gov.ph** by accomplishing a bidder’s information sheet (**Annex A**). Upon receipt of the bidder’s information sheet, the BAC Secretariat Division will send through email the details of the DECS OSEC Trust Fund Account for payment. Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids. Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

Amount of Bidding Documents shall be as follows:

Lot No.	Amount (in Php)
1	17,500

2	10,000
3	30,000
4	17,500
Total	75,000

6. Considering the current situation due to the pandemic (COVID-19) and the mandate to observe social distancing, **DepEd** will hold a pre-bid conference for this Project on **September 3, 2021; 10:00 AM through videoconferencing using the MS Teams**, which shall be open to prospective bidders.
7. Prospective Bidders who intend to participate are required to communicate with the BAC Secretariat through email at **depedcentral.bacsecretariat@deped.gov.ph** their confirmation and accomplish the Online Pre-bid Conference Form provided (**Annex B**) on or before **September 2, 2021; 12:00 NN**. Upon receipt of this form, the BAC Secretariat Division will send the link of the meeting.
8. Bids must be duly received by the BAC Secretariat on or before **10:00 A.M of September 16, 2021 at DepEd NCR Office located at #6 Misamis St., Bago Bantay, Quezon City**.

Late bids shall not be accepted.

9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **September 16, 2021, 10:00 A.M. at DepEd NCR Office located at #6 Misamis St., Bago Bantay, Quezon City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

In adherence to health protocols and to ensure the safety of everybody, all participants to the submission and opening of bids for the above project are required to present a latest negative result of rapid test/ swab test/ antigen test, before entering the premises of the Department of Education.

Only one (1) representative per bidder will be allowed entry into the premises.

For the purpose of constituting a quorum, both the physical and virtual presence of the BAC and TWG members shall be considered pursuant to GPPB Resolution No. 09-2020.

11. The **DepEd** 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Christa Nicolas
Senior Technical Assistant II

Procurement Management Service - BAC Secretariat Division
Rm. M-511, 5th Floor, Mabini Bldg.
DepEd Central Office Complex Meralco Avenue, Pasig City
Telephone Nos. 8636-6542 or 8633-9343
Email address: **depedcentral.bacsecretariat@deped.gov.ph**

13. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/>

<https://www.deped.gov.ph/>

Date of Issuance of Bidding Documents: August 25, 2021

(SGD)
ALAIN DEL B. PASCUA
Undersecretary and Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd)**, through its **Administrative Service - Education Facilities Division** wishes to receive Bids for the **Procurement for the Design and Construction of Kindergarten, Elementary and Secondary School Buildings and Technical Vocational Laboratories for the Last Mile Schools CY 2021**, with Project Identification Number **2021-AdmS4(006)-BI-CB-013**.

The Procurement Project (referred to herein as "Project") is composed of **four (4) lots**, the details of which are described in **Section VI (Schedule of Requirements)** and **Section VII (Technical Specifications)** of this bidding document.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for GAA 2021 in the amount of **Philippine Pesos One Billion, Four Hundred Eighty-Five Million and 00/100 (PhP1,485,000,000.00)**.

2.2. The source of funding is the General Appropriations Act of 2021 under **LMSP 2021**.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

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

- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit. In the event that any subcontractor is found by the Procuring Entity to be ineligible at this stage, the subcontracting of such portion of the Works shall be disallowed.
- 7.4. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

- 10.4. A List of Contractor's key personnel, for both the Design Phase (i.e., Architect, Structural Engineer, Electrical Engineer, Sanitary Engineer or Master Plumber, Mechanical Engineer and Draftsmen) and Construction Phase (i.e., Project Manager, Project Engineer, Structural Engineer, Sanitary Engineer or Master Plumber, Professional Electrical Engineer, Professional Mechanical Engineer, Foreman, Administrative Support) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. Payment of the contract price shall be made in **Philippine Pesos**.

15. Bid Security

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

15.2. The Bid and bid security shall be valid **120 calendar days**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph **8** of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. Partial Bids are not allowed.

19.3. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work (i.e. Building Design, Architectural Works, Structural Works, Electrical Works, Mechanical Works and Sanitary and Plumbing Works)</p>
5.4	<p>In addition to the requirements prescribed under Section 23.4.2 of the Revised IRR of RA 9184, eligible bidders shall comply with the following requirements:</p> <ol style="list-style-type: none"> 1. The bidder must be a holder of a valid Philippine Contractors Accreditation Board (PCAB) License Category AAA. In the case of a Joint Venture, at least the lead or controlling partner must be a holder of Category “AAA” of PCAB license. <p style="padding-left: 40px;">The joint venture must have obtained and must submit as part of its bid a Special PCAB License for Joint Venture.</p> <ol style="list-style-type: none"> 2. The bidder must be ISO 9001:2015 certified. In the case of a Joint Venture, the lead or controlling partner must be certified of the said ISO standard. 3. The bidder must have successfully undertaken and completed at least one design and construction project/contract, costing at least 50% of the ABC of this project within the past five (5) years. For this purpose, design and construction projects/contracts shall refer to Detailed Architecture and Engineering Designs (DAED) AND Building Construction 4. The Designer shall be an Architect registered and licensed to practice architecture or two or more associated individuals registered and licensed to practice architecture. For the Design phase, the Bidder, in its bid, shall submit a list of key personnel, as shown below, containing the names, educational attainment, training, professional license and work experience, attaching each of their curriculum vitae and a copy of the valid PRC licenses of the professionals. <p style="margin-left: 20px;">Architect</p> <ol style="list-style-type: none"> i. The architect must be a holder of a valid relevant PRC license and must have successfully undertaken and completed at least one design project/contract of similar building type. For this purpose, design shall refer to Detailed Architecture and Engineering Designs (DAED) of a vertical or medium rise building. In case of Architectural Firm, the Principal Architect of said firm must be a holder of valid relevant PRC license.

- ii. At least ten (10) years of relevant professional experience, for the Architect as well as the Architectural Firm's Principal Architect.

Structural Engineer

- iii. The bidder must have or must engage a Civil Engineer who must be a holder of a valid PRC license for his/her said profession.
- iv. At least ten (10) years of relevant professional experience (i.e. Structural Engineer).

Professional Electrical Engineer

- v. The bidder must have or must engage an Electrical Engineer who must be a holder of a valid PRC license for his/her said profession.
- vi. At least ten (10) years of relevant professional experience (i.e. Electrical Engineer).

Mechanical Engineer

- vii. The bidder must have or must engage a Mechanical Engineer who must be a holder of a valid PRC license for his/her said profession.
- viii. At least ten (10) years of relevant professional experience (i.e. Mechanical Engineer).

Sanitary Engineer or Master Plumber

- ix. The bidder must have or must engage a sanitary engineer or a Master Plumber who must be a holder of a valid PRC license for his/her said profession.
- x. At least ten (10) years of relevant professional experience (i.e. Sanitary Engineer or Master Plumber).

Support Staff

In all cases above, it must be shown that said professionals are either partners of the firm, employees, or are bound by a professional teaming agreement, or the like, for purposes of collaboration in the project.

For the construction phase of the contract, the contractor must assign to the project qualified key personnel. In its bid, the bidder-contractor shall submit a list containing the names, educational attainment, training, professional license and work experience of personnel attaching each of their curriculum vitae and copy of the valid PRC licenses of the professionals.

- 1. Project Engineer
 - a. Civil Engineer - minimum of 5 years experience as Project Engineer
 - b. Experience in new vertical construction/medium rise building construction for a minimum of 5 years

	<p>2. Engineers to be assigned to Project</p> <ol style="list-style-type: none"> a. Structural/Civil Engineer - minimum 5 years relevant professional experience b. Sanitary Engineer or Master Plumber - minimum of 5 years relevant professional experience c. Professional Electrical Engineer or Master Electrician – minimum 5 years relevant professional experience d. Professional Mechanical Engineer – minimum 5 years relevant professional experience <p>There should be at least one (1) design team for every lot</p> <p>There should be one (1) construction field team for every identified school site.</p> <p>Field team key personnel composition, for each cluster of sites, as later on determined by DepEd:</p> <ul style="list-style-type: none"> • The team shall be composed of One (1) Site Engineer/Architect, One (1) General Foreman <p>Field team non-key personnel composition:</p> <ul style="list-style-type: none"> • Foreman, Steelmen, Electricians, Masons, Welders, Carpenters, Plumbers, Painters, Laborers
7.1	Subcontracting is allowed, but not to exceed fifty percent (50 %) of the total contract price awarded.
10.3	No further instruction.
10.6	<p>A. The technical documents shall include the following:</p> <ol style="list-style-type: none"> i) Bid security in the prescribed form, amount and validity period; ii) Affidavit of Site Inspection iii) Project Requirements, which shall include the following: <ol style="list-style-type: none"> (1) Organizational charts for the contract to be bid, including phase both the Design and Construction (for construction, Bidder may initially indicate only the Project Engineer); (2) List of construction personnel (<i>viz</i>, Project Manager, Project Engineer, Structural Engineer, Sanitary or Master Plumber, Electrical Engineer or Master Electrician, Mechanical Engineer), to be assigned to the contract to be bid, with their complete qualification and experience data as shown in their respective Curriculum Vitae, and copies of their PRC licenses as required, subject to BDS Clause 5.4) (3) List of Design personnel (<i>viz</i>, Project Architect, Structural Engineer, Professional Electrical

Engineer, Mechanical Engineer, Sanitary Engineer or Master Plumber, Others), to be assigned to the contract to be bid, with their complete qualification and experience data as shown in their respective Curriculum Vitae, and copies of their PRC licenses as required;

- (4) List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; and
- iv) Statement of Compliance with the qualification stipulated in Clause 5.4 of this BDS. Proofs of the required experience and previously completed contracts, as may be appropriate, may be required during the post-qualification stage of the bidding. This likewise applies to relevant documents showing partnership, employment or teaming arrangements.
- v) Preliminary Conceptual Design Plan and Perspectives in accordance with the degree of details specified by DepEd Design Development Drawings (size: 20x30 inches)
 - i.1 Project Brief
 - 1.2 Perspective Views (Interior and Exterior)
 - i.3 Floor Plans (Space Programming and Circulation)
 - i.4 Elevations
 - i.5 Architectural Design/Diagrams/Plan
 - i.6 Layout and Schematic Diagram
 - i.7 Photo Realistic Representation
- vi) Design and Construction methods;
- vii) Narrative description of architectural and engineering systems indicating approaches and methodologies and highlights unique to this project.

Minimum Requirements for Tools and Equipment:

Quantity	Equipment
2	1 bagger mixer
2	Cut-off (rebar cutter)
3	Grinder
3	Driller
2	Chipping gun
2	Welding Machine
2	Circular saw

- Tools and Equipment must be in good condition.

	<p>Note:</p> <ul style="list-style-type: none"> • There should be at least one (1) set of the above tools and equipment for every identified school site • Tools and Equipment should be supported by proof of ownership, lease and/ or purchase agreement. The bidder may choose among the ff. options: <ul style="list-style-type: none"> a. Proof of ownership to be included in the Technical Proposal; or b. Lease Agreement between lessor and lessee and Proof of Ownership of the Lessor to be included in the Technical Proposal; c. Purchase Agreement between the bidder and the owner. Certification of availability of equipment from the vendor for the duration of the project <p>B. The second envelope (Financial Proposal) shall contain all other requirements:</p> <ol style="list-style-type: none"> 1. Bid Form 2. Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form which includes the following: <ol style="list-style-type: none"> a. Detailed A and E b. General Requirements <ul style="list-style-type: none"> • Permit to Construct (PTC) • Project Billboard • Temporary Facilities • Safety and Health • Fire Safety Inspection • Permits c. Earth Works d. Structural Works e. Architectural Works and Finishes f. Sanitary/Plumbing Works and Finishes g. Electrical Works and Finishes h. Mechanical Works and Finishes 4. Cash flow by quarter and payment schedule. 		
12	Alternative Bids-Value Engineering No further instruction.		
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <table border="1" data-bbox="384 1832 1370 1944" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 5px;">Form of Bid Security</td> <td style="width: 50%; text-align: center; padding: 5px;">Amount of Bid Security</td> </tr> </table>	Form of Bid Security	Amount of Bid Security
Form of Bid Security	Amount of Bid Security		

		(Equal to Percentage of the ABC)
(a) Cashier's/manager's check issued by a Universal or Commercial Bank.		Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.		
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.		Five percent (5%)
(d) Bid Securing Declaration		No percentage required
<ol style="list-style-type: none"> 1. Original Bid Security shall be included in the "Technical Component Envelope, otherwise, the bid shall be rejected or disqualified. 2. Bid Security in the form of Cash should be deposited by the Bidder to the DepEd Cashier prior to bid submission; and submit the original Official Receipt inside the Technical Component Envelope. 3. Bid security in the form of cashier's/manager's check should be made payable to "DECS OSEC Trust" 4. The Bid Securing Declaration must be original and should follow the standard form and the required fields of information should be properly filled out, otherwise, it shall be a ground for disqualification of the bids. 5. The Bid Security shall not contain any deletion, crossing out, expunction, or any form of correction, otherwise, DepEd may reject such security if any such intercalation or alteration affects any material information or feature of the document. 6. Bid security in the amount exceeding the required amount of the appropriate bid security stated above is not a ground for disqualification of the bidder's bid. 		
	ABC	Forms of Bid Security (In Php)

	(in PhP)	Cashier's / manager's check issued by a Universal or Commercial Bank (2% of ABC)	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (2% of ABC)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security (5% of ABC)	Bid Securing Declaration (no percentage required)
Lot 1: Northern Luzon					
	370065191.61	7,401,303.83	7,401,303.83	18,503,259.58	
Lot 2: Southern Luzon					
	239793395.2	4,795,867.90	4,795,867.90	11,989,669.76	
Lot 3: Visayas					
	546050775.90	10,921,015.52	10,921,015.52	27,302,538.80	
Lot 4: Mindanao					
	329090637.29	6,581,812.75	6,581,812.75	16,454,531.86	
	1,485,000,000.00	29,700,000.00	29,700,000.00	74,250,000.00	
16	<p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL – TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL – FINANCIAL COMPONENT." In addition, the Bidders shall submit a copy of each of the Technical Component and the Financial Component (hard and soft copy) of their bids in separate envelopes, respectively. Then, the bidders shall seal and mark the original and the copies of their bids.</p> <p>In the event of any discrepancy between the original and the copy, the original shall prevail.</p>				

	<p>Original copies of the Class “A” Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor’s Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s).</p> <p>To facilitate the receipt and classification of bid envelopes, outer envelopes shall be color RED, inner envelope containing Technical Proposal shall be color Blue and inner envelope containing Financial Proposal shall be color Green.</p> <p>Post qualification documents maybe submitted during the bidding but this does not disqualify bidders who will not submit post qualification documents during bid submission.</p> <p>Note: Each Bidder shall submit three (3) paper copies of its bid.</p> <p>Unsealed or unmarked bid envelopes, shall be rejected. However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.2	<p>In a given lot, partial bids are not allowed and the same shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. Bidders may however bid in one or more lots.</p>
19.3	<p>The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, calculated as follows:</p> <p style="text-align: center;"><i>NFCC – [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the lot or aggregate of lots bid for.</i></p> <p>The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.</p> <p>For purposes of computing the foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards. (23.5.1.4a)</p> <p>If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten (10%) of the ABC of the lot/s bid for: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall</p>

be confirmed or authenticated by a local Universal or Commercial Bank.

In case the bidder bids for two or more lots, the bidder shall indicate the lots bid for in the order of priority or preference, following the form prescribed in this bidding documents.

The computation of NFCC shall take into account the lots bid for. The number of lots bid for shall also consider the committed line of credit. The bid shall be allowed only to the extent (i.e. number of lots) as the NFCC or the committed line of credit shall cover.

In any case, the NFCC computation or committed line of credit, as well as the SLCC, must be sufficient for all the lots or contracts bid for. The NFCC computation shall be in accordance with the prescribed form.

In case of a bid involving two or more lots, the bidder shall indicate in the NFCC form the lots bid for, in their order of priorities or preferences. The first lot in the order shall follow the following formula:

NFCC = [(current assets minus current liabilities) x (15)] - value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started

For subsequent lots, the formula shall be as follows:

NFCC = [(current assets — current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started + value of the prior lot/s bid for]

In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the lead partner who must be of Filipino Nationality, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.

For this purpose, the local lead partner shall be that person/organization/ company identified in the Joint Venture Agreement or in the Letters of Intents (for potential JV partners) shown to have the controlling stakes in the JV.

For easier reference, participating JVs or prospective JV partners must indicate in their JVAs or Letters of Intent the local lead partner appointed by them.

	<p>To facilitate post-qualification, the bidder at its option may submit in advance, i.e. on the deadline for submission and receipt of bids, the documents required in Section II. ITB 28.2, in a separate sealed envelope as follows:</p> <ol style="list-style-type: none"> 1. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax / Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar / tax year from the authorized agent bank; <p><u>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</u></p> <ol style="list-style-type: none"> 2. <u>In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class “A” documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines.</u> 3. <u>PhilGEPS Certificate of Membership (Platinum), in case bidder opts to submit Class “A” Legal Documents during submission and opening of bids.</u> <p>The envelope shall be marked:</p> <ul style="list-style-type: none"> • ITB 20 Documents • Name of Project: _____ • Bid Opening Date: _____ • Name of Bidder: _____
21	<p>Signing of the Contract-Other Documents Forming Part of the Contract</p> <p>Additional contract documents relevant to the Project are required by the Procuring Entity and shall be submitted by the successful bidder within 10 calendar days from successful bidder’s receipt of the Notice to Proceed (NTP), such as:</p> <ol style="list-style-type: none"> 1. Design and Construction Schedule and S-curve; 2. PERT/CPM 3. Schedule of Key Personnel / Manpower schedule for Design and Construction phases with their curriculum vitae and copies of their valid PRC license; 4. Construction methods; 5. Equipment utilization schedule; and 6. Construction safety and health program approved by the Department of Labor and Employment

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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

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

4. **The Contractor's Obligations**

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>The contract consists of the following scope of works:</p> <p style="margin-left: 40px;">1.1 PRE-DETAILED ENGINEERING DESIGN</p> <p style="margin-left: 80px;">i. Engineering Surveys and Investigations</p> <p style="margin-left: 120px;">Surveys and investigations of the site includes boundaries of the property, elevations and contours (at 0.50m interval), soil tests, location, dimension, floor elevations and other pertinent data on existing buildings and improvements (roads, parking areas, mature trees) and existing utility lines (e.g. water, power, etc.).</p> <p style="margin-left: 80px;">ii. Design Development Drawings</p> <p style="margin-left: 120px;">Preparation of the following drawings for design development:</p> <p style="margin-left: 160px;">a. Schematic Design b. Perspective View c. Site Development Plan d. Floor Plans, two (2) Sections and four (4) Elevations, including complete spaces allocation. e. Roof Plan</p> <p style="margin-left: 40px;">1.2 DETAILED DESIGN</p> <p style="margin-left: 80px;">Preparation of the following Detailed Design Drawings based on the Design Development Drawings including any revisions and refinements as approved and required by DepEd, consistent with the minimum Performance and Standard Specification stated in Section VII (Technical Specification) of the bidding documents, describing the type and quality of materials and equipment to be used, manner of construction and the general conditions under which the project is to be constructed.</p> <p style="margin-left: 80px;">i. Detailed Architectural and Engineering Design Drawings. ii. Detailed Bill of Quantities, Cost Estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals. iii. Summary of Works</p>

A Detailed Architectural and Engineering Design Drawings shall be prepared for every project site or school.

1.3. CONSTRUCTION

As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with Annex "E" of IRR-A, RA 9184. The following provisions shall supplement these procedures:

No works shall commence unless the Designer-Contractor has submitted the prescribed detailed [architectural and engineering](#) design drawings as required in the Building Permit and DepEd has given written approval. Work execution shall be in accordance with reviewed and approved documents,

The Designer Contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the concerned Building Officials and DepEd to meet all regulatory approvals as specified in the contract documents.

Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the designer-contractor shall notify DepEd within a reasonable period of time and shall shoulder the cost of such changes.

As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:

- (a) Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to DepEd.
- (b) Provided that the contractor suffers delay and/or incurs costs due to changes or errors

	<p>in DepEd’s performance specifications and parameters, the contractor shall be entitled to the following:</p> <p>i. An extension of time for any such delays under Section 10 of Annex "E" of IRR-A (RA 9184).</p> <p>The following schedule shows the various project sites, the number of sites, the number of classrooms, and the lump sum amounts. Detailed Distribution list is attached as Annex “C”.</p> <p>The contract documents shall include the manner and the schedule of payment specifying the estimated contract amount and installments in which the contract will be paid. The contractor shall be entitled to advance payment subject to the provision of Section 4 of Annex "E", IRR-A (RA 9184).</p> <p>DepEd shall define the quality control procedures for the design and construction in accordance with the guidelines and shall issue the proper certificates of acceptance for sections of the works or whole of the works as provided for in the contract documents.</p> <p>The Designer Contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.</p> <p>This design and build project shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice to the liabilities imposed upon the engineer/architect who drew up the plans and specification for building sanctioned under Section 1723 of the New Civil Code of the Philippines.</p> <p>The Designer Contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty period of fifteen (15) years for permanent structures/buildings as specified in Section 62.2.2 of the Revised IRR-A (RA 9184).</p>
2	<p>Completion of Works is within the following days upon receipt of the Notice to Proceed:</p> <ol style="list-style-type: none"> 1. Pre-Detailed Engineering Design - 14 days from NTP 2. Detailed Design - 30 days from approval of Design Development Drawing -

	<p>3. Construction – 90 days from the issuance of Notice to commence work but in any case, completion should not be later than December 10, 2021.</p>
3	<p>The Procuring Entity shall give possession of all parts of the Site to the Contractor after submission of the notarized Contract by the Contractor to the Procuring Entity and on or before date of receipt of the NTP by the Contractor.</p>
4	<p>The Contractor’s Obligations:</p> <p>The Contractor shall have the following obligations:</p> <p>The selected contractor will follow the following phases from Design Phase up to the Completion of the Construction of the School Buildings and other related works identified in each target school.</p> <p>1. Design Phase</p> <p>1.1. Prepares schematic design studies following the Minimum Performance and Standard Specifications (MPSS) set by the Department Education for approval by DepED.</p> <p>1.2. Identify proposed materials to be used in the construction of school buildings approved by the Bureau of Research and Standards (BRS) of the Department of Public Works and Highways (DPWH) and/or accredited by the Accreditation of Innovative Technologies for Housing (AITECH);</p> <p>1.3. Submits to DepED a Statement of Probable Projects Construction Cost based on current cost parameters.</p> <p>1.4. Prepares from approved Schematic Design Studies, the Final Set of Completed Detailed Engineering Drawings consisting of floor plans, elevations and other drawings, and outline specifications, as to kind of materials, type of structure, mechanical, electrical and sanitary systems and such other work as may be required.</p> <p>1.5. Prepare the specific complete set of Detailed Architectural and Engineering Design Drawings to be implemented in each project site for approval of the DepEd. This should already consist of necessary geological studies to ensure that school buildings are constructed according to the specific requirements of each school site. This should include the necessary elevation of the building 1meter higher than the flood</p>

history in the school or in the community, embankment and/or cutting, soil protection, appropriate engineering intervention to address the specific soil conditions in the project site. The contractor therefore should conduct diligent study of each site conditions prior to submitting its Bid for this project.

1.6. The final DAEDs should be signed by the respective appropriate professionals engaged by the Contractor for that purpose. They should also sign in each document to be submitted by the Contractor to the respective Local Government Units in securing the necessary Building Permit and Occupancy Permit.

1.7. Furnishes DepED not more than five (5) complete sets of all construction drawings, specifications and general conditions per school.

1.8. The contractor shall facilitate the processing of the building permits and other necessary permits for the implementation of the project.

2. Construction and Project Management Phase

2.1. Acquire all necessary licenses and permits from relevant entities so that the building project can begin. This should include a construction permit to be issued by the School Head of each school;

2.2. Prepare a necessary Gantt Chart showing the target completion of the project (entire lot) and of each specific project, work schedule, Personnel Deployment Plan, Equipment Utilization Schedule

2.3. Conduct Pre-Construction Meetings at the School Site together with the DepEd Engineers, Representatives from DepEd Division Office and School;

2.4. Construct a Temporary Office within the project site displaying the samples of approved materials that will be used for the construction, Construction Schedule and the list of Personnel to be assigned for the specific project.

2.5. The Contractor should also follow construction safety protocols as stipulated in DepEd Order No.9,2020 (Construction Safety Guidelines for the Implementation of DepEd Infrastructure Projects During COVID-19 Public Health Crisis) and the Department of Labor and Employment.

2.6. Conduct the necessary testing of materials needed to be witnessed by the Division Engineer.

2.7. Identify critical stages of construction and ensure that prior inspections and clearances are made by DepEd Engineers prior to concrete pouring and installation of ceiling boards and others.

2.8. Make periodic visits of at least once a week to the project site to familiarize with the general progress and quality of work and to determine whether the work is proceeding in accordance with the Contract Documents.

2.9. Responsible for hiring, supervising and, at times, firing employees who work on the specific project with the construction firm. Along those same lines of supervising the employees, the construction firm must also take care of payroll with regard to the workers and engage in payroll functions or hire someone to do so for the firm.

2.10. Entail the individual planning and carrying through any and all pertinent activities relating to the construction of the project. The firm carries out their duties by supervising employees, planning how the project will be carried out and completing the project in a manner which coincides with all laws, rules and regulations which may be in existence and correlate with construction.

ITEM OF WORKS FOR CONSTRUCTION PHASE	
1. General Requirements	1. Mobilization 2. Temporary office 3. Temporary warehouse 4. Temporary quarters 5. Equipment and materials staging area 6. Water utilities 7. Electrical utilities 8. Safety and health requirements 9. Mobilization and demobilization
2. Site Development Works	1. Site development works of the Last Mile Schools
3. Demolition Works	1. Demolition of the existing buildings and/or other structures within the buildable space. 2. Hauling of debris and other unsuitable materials from the demolished structure and excavated material.

	4. Site Preparation Works	<ul style="list-style-type: none"> a. Removal of trees, and getting rid of all old underground infrastructures, and any other obstacles that might affect the construction process. b. Grading and compaction of the soil with no other hindrances. 	
	5. Construction of Last Mile School Buildings	<ul style="list-style-type: none"> a. Architectural works b. Structural works c. Electrical works d. Sanitary and plumbing works e. Mechanical works 	
	6. Other scope of works	<p>1. Installation of Solar Panel</p> <ul style="list-style-type: none"> a. Minimum of 10 kilowatts solar panels b. Can energize the electrical needs of the corresponding classrooms to be built at each site. c. Capable of operating the solar requirements for 3 consecutive days for 12 hrs each day without fail. d. Batteries used must be of Lithium Iron Phosphate (LiFePO4) with 3 years warranty e. Two (2) sets of oscillating solar wall fan f. Provision of electrical power of computers or I.T set-up g. Charging station h. Pole-mounted perimeter lighting system i. Solar power pumping station <p>2. Water Source System</p> <ul style="list-style-type: none"> a. Option for Deep Well b. Option for water source elevation is higher than the school site c. Option for manual hand water pump <p>3. School Furnitures</p> <ul style="list-style-type: none"> a. Provision of 40 sets of Individual Learner's Table and Chair and 1 set of Teacher's Table and Chair per 	

	classroom (refer to OUA Memorandum 00-0521-0141 dated 20 May 2021, Change of School Furniture Design for 2021 and Last Mile Schools (LMS) Projects)
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Expected Outputs / Deliveries:

The following documents shall be completed and submitted to DepEd:

- a. Schematic designs in A3 size paper during schematic design phase and design development phase. To be submitted 14 cd after issuance of NTP
- b. Final Architectural and Engineering Detailed Drawings, Signed and Sealed by design professionals duly registered and accredited by the Professional Regulatory Commission (PRC) shall be submitted within 30 CD after approval of the schematic design. These should be plotted in 20" x 30" blueprints (2 sets) and tracing paper (1 set). CAD files should also be turned over to DepEd as the end user.
 - 1. Architectural Plans
 - 2. Structural Plans
 - 3. Electrical Plans
 - 4. Sanitary and Plumbing Plans
 - 5. Mechanical Plans
- c. Technical specifications signed and sealed by design professionals and e-files.
- d. Program of works and detailed cost estimates and e-files.
- e. Design report/analysis and calculations signed and sealed by design professionals and e-files.
- f. Construction schedule S-curve and Pert-CPM in A3 size paper and e-files
- g. During construction phase, the contractor shall submit accomplishment report to DepEd in a weekly basis to monitor the progress of the project.
- h. The contractor shall finish the project on or before the contract duration
- i. The construction of Last Mile School building and other facilities must conform the approved plans and specifications submitted by the contractor

	<p>Standard Requirements:</p> <ul style="list-style-type: none"> • Progress reports are reportorial requirements for monitoring the project. The frequency of progress reporting shall be agreed and included in the Inception report. • The DepED assigned to the project shall issue Certificate of Completion for the required deliverables per scope of work.
6	<p>The site investigation reports are:</p> <p>None</p>
7.2	<p>The warranty against Structural Defects/ Failures</p> <p>The warranty against Structural Defects/ Failures, except those occasioned-on force majeure, shall cover the period stated hereunder and shall be reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.</p> <p>Fifteen (15) year/s.</p>
10	<p>No dayworks are applicable to the contract.</p>
11.1	<p>The contractor shall submit a detailed program of works within ten (10) calendar days after the issuance of the Notice to Commence Work, among others:</p> <ol style="list-style-type: none"> a. The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction; b. Periods for review of specific outputs and any other submissions and approvals; c. Sequence of timing for inspections and tests; d. General description of the design and construction methods to be adopted; e. Number and names of personnel to be assigned for each stage of the work; f. List of equipment required on site for each stage of the work; and g. Description of the quality control system to be utilized for the project.
11.2	<p>The period between Program of Work updates is every fifteen (15) days.</p>
14	<p>Progress payment shall be allowed to the Contractor for every completed school building package (turn-key). At least ten percent (10%) of the number of recipient school must be turned-over to DepEd to be eligible for every progress payment. Every progress payment shall be subjected to a ten percent (10%) retention money to be released after the issuance of the Certificate of Final Acceptance.</p>

15.1	<p>The date by which operating and maintenance manuals are required is _____</p> <p>The “As built” drawings, signed and sealed by License Engineers/Professionals, shall be submitted in hard copies and e-copies (in cad format) prior to the issuance of the Certificate of 100% Completion (COC) by the Procuring Entity.</p> <p>For projects with duly approved variation (change/amendment/deviation in the original scope of work), the Contractor is required to submit three (3) sets of “as built” drawings prior to the issuance of the Certificate of 100% Completion (COC) by the Procuring Entity.</p>
15.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i>.</p>

Section VI. Technical Specifications

TECHNICAL SPECIFICATIONS

A. *Please refer to **DepEd Order No. 006 s. 2021, Re- Establishment of Minimum Performance Standards and Specifications for DepEd School Buildings Using Alternative Construction Materials marked as ANNEX “D”.** Pursuant to said D.O., the following standard on specifications are required:*

- a. Corridors: The corridor for single-storey school buildings shall be 2.50 meters.

B. **School Furnitures**

- a. Provision of 40 sets of Individual Learner’s Table and Chair and 1 set of Teacher’s Table and Chair per classroom (refer to **OUA Memorandum 00-0521-0141 dated 20 May 2021, Change of School Furniture Design for 2021 and Last Mile Schools (LMS) Projects**) and **OUA Memorandum 00-0621-0120 dated 08 June 2021, Change of School Furniture Design for 2021 and Last Mile Schools (LMS) Projects and Request for Reconsideration marked as ANNEX “E”.**

Section VII. Drawings

[Please refer to Annex F- DepEd Standard Designs for reference]

Section VIII. Bill of Quantities

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid;

The bidder must be a holder of a valid Philippine Contractors Accreditation Board (PCAB) License Category AAA. In the case of a Joint Venture, at least the lead or controlling partner must be a holder of Category “AAA” of PCAB license.

- (i) ISO 9001:2015

- (j) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (k) Affidavit of Site Inspection; **and**
- (l) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid, including phase both the Design and Construction (for construction, Bidder may initially indicate only the Project Engineer);
 - b. List of construction personnel (*viz*, Project Manager, Project Engineer, Structural Engineer, Sanitary or Master Plumber, Electrical Engineer or Mas Electrician, Mechanical Engineer), to be assigned to the contract to be bid, with their complete qualification and experience data as shown in their respective Curriculum Vitae, and copies of their PRC licenses as required, subject to BDS Clause 5.4);
 - c. List of Design personnel (*viz*, Project Architect, Structural Engineer, Professional Electrical Engineer Mechanical Engineer, Sanitary Engineer or Master Plumber, others), to be assigned to the contract to be bid, with their complete qualification and experience data as shown in their respective Curriculum Vitae, and copies of their PRC licenses as required;
 - d. 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**
- (m) Statement of Compliance with the qualification stipulated in Clause 5.4 of the BDS. Proofs of the required experience and previously completed contracts, as may be appropriate, may be required during the post-qualification stage of the bidding. This likewise applies to relevant documents showing partnership, employment or teaming arrangements; and
- (n) Preliminary Conceptual Design Plan and Perspectives in accordance with the degree of details specified by DepEd Design Development Drawings (size: 20x30 inches)
 - i.1 Project Brief
 - i.2 Perspective Views (Interior and Exterior)
 - i.3 Floor Plans (Space Programming and Circulation)
 - i.4 Elevations
 - i.5 Architectural Design/Diagrams/Plan
 - i.6 Layout and Schematic Diagram
 - i.7 Photo Realistic Representation; **and**
- (o) Design and Construction methods; **and**

- (p) Narrative description of architectural and engineering systems indicating approaches and methodologies and highlights unique to this project; **and**
- (q) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- (v) Lump Sum Bid Price; **and**
- (w) Cash Flow by Quarter.

SEALING AND MARKING OF BIDS



