



**Bureau of Soils and Water Management  
PHILIPPINE BIDDING DOCUMENTS**

**Supply, Delivery and Installation of  
Solar Powered Irrigation System  
(SPIS) for the Locally Funded Project  
– Development of Upland Irrigation  
System and Small Water Irrigation  
and Impounding Project for CY 2024**

**IB NO: BSWM-2024-11-069**

**Date issued**

**November 2024**

**PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of INFRASTRUCTURE PROJECTS**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# ***Glossary of Terms, Abbreviations, and Acronyms***

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.

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

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

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

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

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

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



Republic of the Philippines  
Department of Agriculture  
**BUREAU OF SOILS AND WATER MANAGEMENT**  
SRDC Bldg., Elliptical Road corner Visayas Avenue,  
Diliman, Quezon City 1101

## Invitation to Bid for Supply, Delivery and Installation of Solar Powered Irrigation System (SPIS) for the Locally Funded Project – Development of Upland Irrigation System and Small Water Irrigation and Impounding Project for CY 2024 - IB NO: BSWM- 2024-11-069

1. The **Bureau of Soils and Water Management**, through the *General Appropriation Act for CY 2024* intends to apply the sum of:

LOT	PROJECT	ABC
1	Installation of Solar Power Irrigation System for Nueva Ecija Province	59,400,000.00
2	Installation of Solar Power Irrigation System for Batangas Province	31,680,000.00
3	Installation of Solar Power Irrigation System for Occidental Mindoro Province	35,145,000.00
4	Installation of Solar Power Irrigation System for Oriental Mindoro Province	17,325,000.00
5	Installation of Solar Power Irrigation System for Palawan Province	6,930,000.00
6	Rehabilitation of Solar Power Irrigation System for Cotabato Province	1,970,100.00
	<b>GRAND TOTAL</b>	<b>152,450,100.00</b>

being the Approved Budget for the Contract (ABC) to payments under the contract for ***Supply, Delivery and Installation of Solar Powered Irrigation System (SPIS) for the Locally Funded Project – Development of Upland Irrigation System and Small Water Irrigation and Impounding Project for CY 2024 - IB NO: BSWM-2024-11-069***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

- The **Bureau of Soils and Water Management** now invites bids for the above Procurement Project. Completion of the Works is required ***as stated in Section VI***. 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 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 the **Bureau of Soils and Water Management** and inspect the Bidding Documents at the address given below from *Mondays- Fridays 8:00-5:00PM (Office hours)*.
- A complete set of Bidding Documents may be acquired by interested bidders until **December 09, 2024, 3:00PM** from given address and website/s below, *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:*

LOT	PROVINCE	ABC	BID DOCS
1	Installation of Solar Power Irrigation System for Nueva Ecija Province	59,400,000.00	20,000.00
2	Installation of Solar Power Irrigation System for Batangas Province	31,680,000.00	10,000.00
3	Installation of Solar Power Irrigation System for Occidental Mindoro Province	35,145,000.00	10,000.00
4	Installation of Solar Power Irrigation System for Oriental Mindoro Province	17,325,000.00	5,000.00
5	Installation of Solar Power Irrigation System for Palawan Province	6,930,000.00	3,000.00
6	Rehabilitation of Solar Power Irrigation System for Cotabato Province	1,970,100.00	2,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *on or before the deadline of submission of bids*.

6. The Bureau of Soils and Water Management will hold a **Pre-Bid Conference** on **November 26, 2024 at BSWM Convention Hall**. Pre-Bid Conference will be available “live” thru BSWM Procurement Service FB Page (<https://www.facebook.com/bswmpms>), which shall be open to prospective bidders. Furthermore, all interested bidders can participate through **videoconferencing**. Please coordinate with BAC Secretariat at least a day before the meeting at [bac@bswm.da.gov.ph](mailto:bac@bswm.da.gov.ph)
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **December 10, 2024, 9:00AM**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **December 10, 2024, 9:30AM** at the given address below and through videoconferencing/webcasting via ZOOM and streamed live through BSWM Procurement Service Facebook Page. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. The BSWM strictly adheres to the policies stated under the Data Privacy Act 10173 of 2021.
11. The Bureau of Soils and Water Management reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

FRANCE JOSEPHINE C. BAUTISTA  
BAC SECRETARIAT  
BIDS AND AWARDS COMMITTEE SECRETARIAT'S OFFICE  
2ND FLOOR, SRDC BLDG.,  
VISAYAS AVE. COR. ELLIPTICAL ROAD, DILIMAN, QUEZON CITY TELEFAX NUMBER: +63-2-8273-2474 Loc 3218  
EMAIL ADDRESS: [bac@bswm.da.gov.ph](mailto:bac@bswm.da.gov.ph) WEBSITE: [www.bswm.gov.ph](http://www.bswm.gov.ph) FB Page:  
<https://www.facebook.com/bswmpms>

13. You may visit the following websites:

For downloading of Bidding Documents: PhilGEPS- <https://notices.philgeps.gov.ph/> , BSWM Website- [www.bswm.gov.ph](http://www.bswm.gov.ph) or BSWM Procurement Service Facebook Page- <https://www.facebook.com/bswmpms>

  
Digitally  
signed by  
Solano Denise  
Araullo  
**DENISE A. SOLANO**  
BAC Chairperson

## ***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, *Bureau of Soils and Water Management* invites Bids for the ***Supply, Delivery and Installation of Solar Powered Irrigation System (SPIS)/ Rainwater Harvesting Facility for the Locally Funded Project – Development of Upland Irrigation System and Small Water Irrigation and Impounding Project for CY 2024 - IB NO: BSWM-2024-09-060.***

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 the General *Appropriation Act for CY 2024* in the amount of:

LOT	PROJECT	SITES	ABC
1	Installation of Solar Power Irrigation System for Nueva Ecija Province	San andres (1 unit) Panabingan (1 unit)	<b>59,400,000.00</b>
2	Installation of Solar Power Irrigation System for Batangas Province	Looc (16units)	<b>31,680,000.00</b>
3	Installation of Solar Power Irrigation System for Occidental Mindoro Province	Ligaya (4units) Sta. Lucia (2units) Poblacion (1 unit) Various Barangays SanJose (8units)	<b>35,145,000.00</b>
4	Installation of Solar Power Irrigation System for Oriental Mindoro Province	Various brgys Bulalacao (2units) Various Barangays Mansalay (5units)	<b>17,325,000.00</b>
5	Installation of Solar Power Irrigation System for Palawan Province	Calumpang (1unit)	<b>6,930,000.00</b>
6	Rehabilitation of Solar Power Irrigation System for Cotabato Province	Kidama, Matalam N.Cot (1 unit)	<b>1,970,100.00</b>
	<b>GRAND TOTAL</b>		<b>152,450,100.00</b>

2.2. The source of funding is:

~~*[If an early procurement activity, select one and delete others:]*~~

- ~~a. NGA, the National Expenditure Program.~~
- ~~b. GOCC and GFIs, the proposed Corporate Operating Budget.~~
- ~~c. LGUs, the proposed Local Expenditure Program.~~

~~*[If not an early procurement activity, select one and delete others:]*~~

- a. NGA, the General Appropriations Act or Special Appropriations.**
- ~~b. GOCC and GFIs, the Corporate Operating Budget.~~
- ~~c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.~~

### **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:  
[Select one, delete other/s]~~

- ~~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.~~
- b. Subcontracting is not allowed.**

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

- ~~7.2. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.~~

~~7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.~~

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

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

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

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

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

## **11. Documents Comprising the Bid: Financial Component**

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

## 12. Alternative Bids

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

## 13. Bid Prices

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

## 14. Bid and Payment Currencies

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

- 14.2. *Payment of the contract price shall be made in:*

*[Select one, delete other/s]*

- a. Philippine Pesos.

~~b. [indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]~~

## 15. Bid Security

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

- 15.2. The Bid and bid security shall be valid until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **16. Sealing and Marking of Bids**

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

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

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **17. Deadline for Submission of Bids**

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

## **18. Opening and Preliminary Examination of Bids**

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

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

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

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

## **20. Post Qualification**

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

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

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

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

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

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

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

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

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

# Bid Data Sheet

ITB Clause																						
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work.</p> <ul style="list-style-type: none"><li>Contracts on Supply and Delivery of Irrigation Pump Projects. In addition, <i>the bidder shall submit any awarded contract related to the solar power system</i></li></ul> <p>Bidder shall submit the following documents (as part of the Technical Proposal)</p> <ul style="list-style-type: none"><li>CPEs, if applicable; or</li><li>Final Acceptance (with at least satisfactory performance rating to be presented/ validated during post qualification)</li></ul> <p><i>Note: For bidders under Small A and B contractors without SLCC (per Section 24.2.1.4 of RA 9184). However, the bidder shall submit any awarded contract related to the solar power system and irrigation project.</i></p>																					
7.1	N/A																					
	<p><b>Additional requirement under Section VII. Technical Specification</b></p> <p>✓ Certificate of Site Inspection</p> <ul style="list-style-type: none"><li>Interested bidders shall coordinate with the End-user for the schedule of Site Inspection. The date for site inspection will be discussed at the Pre Bid Conference.</li></ul>																					
10.3	<table><tr><th>LOT</th><th>ABC</th><th>Minimum requirement Valid PCAB License</th></tr><tr><td>1</td><td>PhP 59,400,000.00</td><td>Classification: General Engineering (GE-2) Minimum Size Range: at least Medium A License Category: at least Class “B”</td></tr><tr><td>2</td><td>PhP 31,680,000.00</td><td>Classification: General Engineering (GE-2) Minimum Size Range: at least Medium A License Category: at least Class “B”</td></tr><tr><td>3</td><td>PhP 35,145,000.00</td><td>Classification: General Engineering (GE-2) Minimum Size Range: at least Medium A License Category: at least Class “B”</td></tr><tr><td>4</td><td>PhP 17,325,000.00</td><td>Classification: General Engineering (GE-2) Minimum Size Range: at least Small B License Category: at least C&amp;D</td></tr><tr><td>5</td><td>PhP 6,930,000.00</td><td>Classification: General Engineering (GE-2) Minimum Size Range: at least Small B License Category: at least C&amp;D</td></tr><tr><td>6</td><td>PhP 1,970,100.00</td><td>Classification: General Engineering (GE-2) Minimum Size Range: at least Small B License Category: at least C&amp;D</td></tr></table> <p><b>For Lots 5 and 6: Section 23.4.2.4 of the IRR of RA 9184 allows Small A and Small B contractors without similar experience to bid only for contracts not more than fifty percent (50%) of the allowable range of contract cost of their respective size range(s).</b></p>	LOT	ABC	Minimum requirement Valid PCAB License	1	PhP 59,400,000.00	Classification: General Engineering (GE-2) Minimum Size Range: at least Medium A License Category: at least Class “B”	2	PhP 31,680,000.00	Classification: General Engineering (GE-2) Minimum Size Range: at least Medium A License Category: at least Class “B”	3	PhP 35,145,000.00	Classification: General Engineering (GE-2) Minimum Size Range: at least Medium A License Category: at least Class “B”	4	PhP 17,325,000.00	Classification: General Engineering (GE-2) Minimum Size Range: at least Small B License Category: at least C&D	5	PhP 6,930,000.00	Classification: General Engineering (GE-2) Minimum Size Range: at least Small B License Category: at least C&D	6	PhP 1,970,100.00	Classification: General Engineering (GE-2) Minimum Size Range: at least Small B License Category: at least C&D
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10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <ul style="list-style-type: none"><li>● <b>Project Engineer (ABE / CE) with Minimum 3 years experience in solar power installation</b></li><li>● <b>Safety Officer minimum of 1 year experience</b></li><li>● <b>Electrical Engineer with minimum 3 years experience in any related solar powered system</b></li></ul>															
10.5	<p>The list of equipment which is owned, leased, and/or purchased agreement to be utilized for the project shall be, and to be supported with proof of ownership, purchase agreement and certification of availability from the equipment lessor/vendor for the duration of the project:</p> <ul style="list-style-type: none"><li>● Roller</li><li>● Water Pump</li><li>● Dump Truck</li><li>● Bulldozer</li><li>● Loader</li><li>● Water Truck</li></ul>															
11	<i>Cost Estimate and Bill of Quantities shall be signed and sealed by ABE in compliance with RA 10915</i>															
12	<i>[Insert Value Engineering clause if allowed.]</i>															
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less (2%) of ABC, 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 (5%) of ABC if bid security is in Surety Bond.</p>															
19.2	<p>The project will be awarded as separate contracts <b><u>per lot:</u></b></p> <table><tr><th>LOT</th><th>PROVINCE</th><th>ABC</th></tr><tr><td>1</td><td>Installation of Solar Power Irrigation System for Nueva Ecija Province</td><td>59,400,000.00</td></tr><tr><td>2</td><td>Installation of Solar Power Irrigation System for Batangas Province</td><td>31,680,000.00</td></tr><tr><td>3</td><td>Installation of Solar Power Irrigation System for Occidental Mindoro Province</td><td>35,145,000.00</td></tr><tr><td>4</td><td>Installation of Solar Power Irrigation System for Oriental Mindoro Province</td><td>17,325,000.00</td></tr></table>	LOT	PROVINCE	ABC	1	Installation of Solar Power Irrigation System for Nueva Ecija Province	59,400,000.00	2	Installation of Solar Power Irrigation System for Batangas Province	31,680,000.00	3	Installation of Solar Power Irrigation System for Occidental Mindoro Province	35,145,000.00	4	Installation of Solar Power Irrigation System for Oriental Mindoro Province	17,325,000.00
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	5	Installation of Solar Power Irrigation System for Palawan Province	6,930,000.00
	6	Rehabilitation of Solar Power Irrigation System for Cotabato Province	1,970,100.00
		<b>GRAND TOTAL</b>	<b>152,450,100.00</b>
20	[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]		
21	<p>Additional contract documents relevant to the Project <b>(to be provided during contract signing)</b>:</p> <ul style="list-style-type: none"> <li>• <b>construction schedule and S-curve</b></li> <li>• manpower schedule</li> <li>• construction methods</li> <li>• equipment utilization schedule, if applicable</li> <li>• construction safety and health program approved by the DOLE</li> <li>• other acceptable tools of project scheduling</li> <li>• Contractor's All Risk Insurance (CARI)</li> <li>• PERT-CPM</li> <li>• AMTEC System Test Report after construction (per Department of Agriculture Memorandum No. 035 s. 2018, PNS/BAFS 324:2022 and PNS/BAFS 325:2022) to be submitted before final payment</li> </ul>		
	<p>To download the Annexes contained in this Bidding Document, you may click the links below or you may email the BSWM BAC Secretariat at <a href="mailto:bac@bswm.da.gov.ph">bac@bswm.da.gov.ph</a>:</p> <ol style="list-style-type: none"> <li>Section VI. Specifications - <a href="https://bit.ly/BSWM-SPIS-IB069">https://bit.ly/BSWM-SPIS-IB069</a></li> <li>Section VII. Drawings/Designs - <a href="https://bit.ly/BSWM-SPIS-IB069">https://bit.ly/BSWM-SPIS-IB069</a></li> <li>Section VIII. Bill of Quantities - <a href="https://bit.ly/BSWM-SPIS-IB069">https://bit.ly/BSWM-SPIS-IB069</a></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

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

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

## 4. The Contractor's Obligations

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

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

## 5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against

any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

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

## **7. Warranty**

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

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

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

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

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

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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

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

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

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

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

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

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

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

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

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

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

# Special Conditions of Contract

GCC Clause																													
2	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i>																												
	<table><tr><th>LOT</th><th>PROVINCE</th><th>ABC</th><th>SCHEDULE OF COMPLETION</th></tr><tr><td>1</td><td>Installation of Solar Power Irrigation System for Nueva Ecija Province</td><td>59,400,000.00</td><td>120 calendar days upon receipt of NTP</td></tr><tr><td>2</td><td>Installation of Solar Power Irrigation System for Batangas Province</td><td>31,680,000.00</td><td>120 calendar days upon receipt of NTP</td></tr><tr><td>3</td><td>Construction of Solar Power Irrigation System for Occidental Mindoro Province</td><td>35,145,000.00</td><td>120 calendar days upon receipt of NTP</td></tr><tr><td>4</td><td>Installation of Solar Power Irrigation System for Oriental Mindoro Province</td><td>17,325,000.00</td><td>120 calendar days upon receipt of NTP</td></tr><tr><td>5</td><td>Installation of Solar Power Irrigation System for Palawan Province</td><td>6,930,000.00</td><td>120 calendar days upon receipt of NTP</td></tr><tr><td>6</td><td>Rehabilitation of Solar Power Irrigation System for Cotabato Province</td><td>1,970,100.00</td><td>90 calendar days upon receipt of NTP</td></tr></table>	LOT	PROVINCE	ABC	SCHEDULE OF COMPLETION	1	Installation of Solar Power Irrigation System for Nueva Ecija Province	59,400,000.00	120 calendar days upon receipt of NTP	2	Installation of Solar Power Irrigation System for Batangas Province	31,680,000.00	120 calendar days upon receipt of NTP	3	Construction of Solar Power Irrigation System for Occidental Mindoro Province	35,145,000.00	120 calendar days upon receipt of NTP	4	Installation of Solar Power Irrigation System for Oriental Mindoro Province	17,325,000.00	120 calendar days upon receipt of NTP	5	Installation of Solar Power Irrigation System for Palawan Province	6,930,000.00	120 calendar days upon receipt of NTP	6	Rehabilitation of Solar Power Irrigation System for Cotabato Province	1,970,100.00	90 calendar days upon receipt of NTP
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4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>																												
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>																												
7	<b>One (1) year warranty.</b> <ul style="list-style-type: none"><li>The winning contractor shall provide a 1-year warranty for the project, commencing from the date of final acceptance by the End-user. This warranty shall cover all materials, workmanship, and any defects arising from the contractor's execution of the project. The contractor agrees to repair or replace, at no additional cost to the End-user, any defects that may arise during the warranty period.</li></ul>																												

7.2	<p><b><i>[Select one, delete the other.]</i></b></p> <p><del><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.</i></del></p> <p><b><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:] Five (5) years.</i></b></p> <p><del><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:] Two (2) years.</i></del></p>
10	<p><b>a. Dayworks are applicable at the rate shown in the Contractor's original Bid.</b></p> <p><del><b>b. No dayworks are applicable to the contract.</b></del></p>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>10 calendar</i> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>1% of the Contract Price</i> .
13	The amount of the advance payment is <i>15% of the total contract price</i> .
14	<p>Materials and equipment delivered on the site but not completely put in place shall be included for payment.</p> <p><b>Progress billing is allowed.</b></p>
15.1	The date by which "as built" drawings are required <b>is upon completion prior to request for final payment.</b>
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 <b>1% of the contract price per lot.</b>

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

### **Notes on Specifications**

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

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

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

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

**Note:** To download the Technical Specifications, please click the link:

**Link:** <https://bit.ly/BSWM-SPIS-IB069>



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### **Schedule of Requirements**

<b>LOT</b>	<b>PROVINCE</b>	<b>ABC</b>	<b>SCHEDULE OF COMPLETION</b>
1	Installation of Solar Power Irrigation System for Nueva Ecija Province	59,400,000.00	120 calendar days upon receipt of NTP
2	Installation of Solar Power Irrigation System for Batangas Province	31,680,000.00	120 calendar days upon receipt of NTP
3	Installation of Solar Power Irrigation System for	35,145,000.00	120 calendar days upon receipt of NTP

	Occidental Mindoro Province		
4	Installation of Solar Power Irrigation System for Oriental Mindoro Province	17,325,000.00	120 calendar days upon receipt of NTP
5	Installation of Solar Power Irrigation System for Palawan Province	6,930,000.00	120 calendar days upon receipt of NTP
6	Rehabilitation of Solar Power Irrigation System for Cotabato Province	1,970,100.00	90 calendar days upon receipt of NTP

## *Section VII. Drawings*

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

**Note: To download the Drawings/Plans/Detailed Engineering Design,  
please click the link:**

Link: <https://bit.ly/BSWM-SPIS-IB069>





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

### **Notes on the Bill of Quantities**

#### **Objectives**

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

#### **Daywork Schedule**

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

#### **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each

related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

### **Signature Box**

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

# BILL OF QUANTITIES

**Note:** To download the Bill of Quantities, please click the link:

**Link:** <https://bit.ly/BSWM-SPIS-IB069>



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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	(b) 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; <b>and</b>
<input type="checkbox"/>	(c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; <b>and</b>
<input type="checkbox"/>	(d) Special PCAB License in case of Joint Ventures <b>and</b> registration for the type and cost of the contract to be bid; <b>and</b>
<input type="checkbox"/>	(e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <b>or</b> original copy of Notarized Bid Securing Declaration; <b>and</b>
	(f) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	b. List of contractor’s key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; <b>and</b>
<input type="checkbox"/>	(g) Original duly signed Omnibus Sworn Statement (OSS) <b>and</b> 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.
<u>Financial Documents</u>	
<input type="checkbox"/>	(h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).
<i>Class “B” Documents</i>	
<input type="checkbox"/>	(i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence <b>or</b>

	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.
<b>II. FINANCIAL COMPONENT ENVELOPE</b>	
<input type="checkbox"/>	(j) Original of duly signed and accomplished Financial Bid Form; <b><u>and</u></b>
<i><u>Other documentary requirements under RA No. 9184</u></i>	
<input type="checkbox"/>	(k) Original of duly signed Bid Prices in the Bill of Quantities; <b><u>and</u></b>
<input type="checkbox"/>	(l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; <b><u>and</u></b>
<input type="checkbox"/>	(m) Cash Flow by Quarter.



## **Annex A: Bid Securing Declaration Form**

**[ shall be submitted with the Bid if bidder opts to provide this form of Bid Security]**

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REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S

### **BID SECURING DECLARATION**

**Project Identification No.: [Insert number]**

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. **I/We shall furnish the required performance security within ten (10) calendar days in/ Case of receipt of Notice of Award (pursuant to GPPB Circular No. 04-2020 and GPPB Resolution No. 16-2020).**
3. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
4. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

*Affiant*

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

### Price Schedule for Goods Offered from Abroad

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

#### For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

es.php

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per Item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



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## **Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)**

*[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after  
receiving the Notice of Award]*

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### **CONTRACT AGREEMENT**

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the "Entity") and *[name and address of Contractor]* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

for:

for:

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

*[Format shall be based on the latest Rules on Notarial Practice]*

## Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

*[Jurat]*

*[Format shall be based on the latest Rules on Notarial Practice]*

## SAMPLE FORMS

### Statement of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidders Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Total Cost								

Submitted by: \_\_\_\_\_

(Printed Name and Signature)

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

## Statement of Completed Similar Contracts

**Business Name:**

**Business Address:**

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidders Role		a. Date Awarded b. Date Started c. Date of Completion	Value of Works
			Description	%		
Note: The following documents shall be presented for verification of the above statement during Post-Qualification:					Total	

1 Notice of Award OR Notice to Proceed issued by the End user OR its equivalent;

2 Copy of actual contract OR its equivalent; and

3 Certificate of Completion OR End-user's Acceptance OR Proof of payment

Submitted by: \_\_\_\_\_  
(Printed Name and Signature)

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

# Sealing and Marking of Bid:



