

# **BIDDING DOCUMENTS**

**FOR THE**

**SUPPLY OF LABOR, MATERIALS AND EQUIPMENT FOR  
THE RETROFITTING AND RENOVATION OF THE SEC  
DAVAO EXTENSION OFFICE (REBIDDING)**

**Public Bidding No. 2025-007**

**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 ad measurements (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.

# TABLE OF CONTENTS

|                                                                              |           |
|------------------------------------------------------------------------------|-----------|
| <b>GLOSSARY OF ACRONYMS, TERMS, AND ABBREVIATIONS .....</b>                  | <b>5</b>  |
| <b>SECTION I. INVITATION TO BID.....</b>                                     | <b>7</b>  |
| <b>SECTION II. INSTRUCTIONS TO BIDDERS .....</b>                             | <b>9</b>  |
| 1. Scope of Bid.....                                                         | 10        |
| 2. Funding Information .....                                                 | 10        |
| 3. Bidding Requirements.....                                                 | 10        |
| 4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices ..... | 10        |
| 5. Eligible Bidders.....                                                     | 11        |
| 6. Origin of Associated Goods .....                                          | 11        |
| 7. Subcontracts .....                                                        | 11        |
| 8. Pre-Bid Conference.....                                                   | 11        |
| 9. Clarification and Amendment of Bidding Documents.....                     | 11        |
| 10. Documents Comprising the Bid: Eligibility and Technical Components ..... | 11        |
| 11. Documents Comprising the Bid: Financial Component .....                  | 12        |
| 12. Alternative Bids .....                                                   | 12        |
| 13. Bid Prices .....                                                         | 12        |
| 14. Bid and Payment Currencies.....                                          | 13        |
| 15. Bid Security.....                                                        | 13        |
| 16. Sealing and Marking of Bids.....                                         | 13        |
| 17. Deadline for Submission of Bids .....                                    | 13        |
| 18. Opening and Preliminary Examination of Bids .....                        | 13        |
| 19. Detailed Evaluation and Comparison of Bids .....                         | 14        |
| 20. Post Qualification.....                                                  | 14        |
| 21. Signing of the Contract .....                                            | 14        |
| <b>SECTION III. BID DATA SHEET .....</b>                                     | <b>15</b> |
| <b>SECTION IV. GENERAL CONDITIONS OF CONTRACT .....</b>                      | <b>19</b> |
| 1. Scope of Contract.....                                                    | 20        |
| 2. Sectional Completion of Works .....                                       | 20        |
| 3. Possession of Site.....                                                   | 20        |
| 4. The Contractor's Obligations.....                                         | 20        |
| 5. Performance Security .....                                                | 21        |
| 6. Site Investigation Reports .....                                          | 21        |

|                                                                         |                                            |           |
|-------------------------------------------------------------------------|--------------------------------------------|-----------|
| 7.                                                                      | Warranty.....                              | 21        |
| 8.                                                                      | Liability of the Contractor.....           | 21        |
| 9.                                                                      | Termination for Other Causes.....          | 21        |
| 10.                                                                     | Dayworks .....                             | 22        |
| 11.                                                                     | Program of Work.....                       | 22        |
| 12.                                                                     | Instructions, Inspections and Audits ..... | 22        |
| 13.                                                                     | Advance Payment.....                       | 22        |
| 14.                                                                     | Progress Payments .....                    | 22        |
| 15.                                                                     | Operating and Maintenance Manuals.....     | 23        |
| <b>SECTION V. SPECIAL CONDITIONS OF CONTRACT .....</b>                  |                                            | <b>24</b> |
| <b>SECTION VI. SPECIFICATIONS.....</b>                                  |                                            | <b>27</b> |
| <b>SECTION VIII. BILL OF QUANTITIES .....</b>                           |                                            | <b>30</b> |
| <b>SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS .....</b> |                                            | <b>32</b> |

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

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

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

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

**Foreign-funded Procurement or Foreign-Assisted Project** – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as

specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.

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

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

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

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

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

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

## INVITATION TO BID FOR THE

### SUPPLY OF LABOR, MATERIALS AND EQUIPMENT FOR THE RETROFITTING AND RENOVATION OF THE SEC DAVAO EXTENSION OFFICE (REBIDDING)

1. The **Securities and Exchange Commission (SEC)**, through the **FY 2025 Annual Operating Budget of SEC**, intends to apply the sum of **Seventy-Four Million Pesos (Php 74,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Supply of Labor, Materials and Equipment for the Retrofitting and Renovation of the SEC-Davao Extension Office (Rebidding)** under **Public Bidding No. 2025-007**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **SEC** now invites bids for the above Procurement Project. Completion of the Works is required within **six (6) months from the issuance of the Notice to Proceed or from the date stated therein**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from the SEC and inspect the Bidding Documents at the address given below from 8:00AM to 5:00PM.
5. A complete set of Bidding Documents may be acquired by interested bidders on **February 18, 2025** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifty Thousand Pesos (Php 50,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees physically or electronically.

Prospective bidders are advised to send an email at [mrcsuing@sec.gov.ph](mailto:mrcsuing@sec.gov.ph) to request for the Payment Assessment Form (PAF), which shall be used for the payment of the abovementioned applicable fee.

Payments should be done over the counter at any Landbank branch nationwide or online through eSPAYSEC.

For over-the-counter payment at LandBank:

- Print 2 copies of PAF:
  - 1 Client Copy
  - 1 LandBank Copy
- Accomplish the on-Call Payment slip per fund account as indicated on the breakdown summary.
- Use the correct Fund Account and Account No. and provide the below information:

- Reference Number 1 - PAF No.
- Reference Number 2 - Name of Payor appearing on the PAF
- Present On Call Payment Slip, together with the PAF, to the LandBank Teller

For online payment:

- Access eSPAYSEC through the link below, enter PAF Reference Number, select your payment: <https://www.sec.gov.ph/sec-payment-portal>
  - Enter PAF Reference Number
  - Select preferred payment option:
    - Debit/Credit Card
    - Paymaya Wallet/GCash
  - Enter email address and verification code
  - Click proceed to payment
6. The SEC will hold a Pre-Bid Conference on **February 26, 2025 (Wednesday) 10:00 A.M.** at **MSD Conference Room, 7<sup>th</sup>/F, The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air, 1209 Makati City** and/or through video conferencing or webcasting via zoom, which shall be open to prospective bidders.
- The prospective bidders are advised to send email at [mrcsuing@sec.gov.ph](mailto:mrcsuing@sec.gov.ph) and for the link to join the meeting which will be provided before the scheduled Pre-Bid Conference.
7. Bids must be duly received by the BAC Secretariat through manual submission at the **Procurement Unit, 7<sup>th</sup>/F The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Barangay Bel-Air, Makati City**, on or before, **March 12, 2025 (Wednesday) 10:00 A.M.** Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid Opening shall be on **March 12, 2025 (Wednesday) 10:15 A.M.** at **MSD Conference Room, 7<sup>th</sup>/F, The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air, 1209 Makati City**.
10. Each Bidder shall submit one **(1) set** of the first and second components of its bid. Bidders must arrange each bid document into sections with tabs properly labeled separating each document according to the provided checklist.
11. The Securities and Exchange Commission 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.

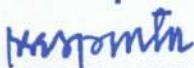
12. For further information, please refer to:

*SEC BAC Secretariat  
Procurement Unit, Supply Chain Division  
Management Services Department  
7/F The SEC Headquarters, 7907 Makati Ave.  
Salcedo Village, Bel-Air, 1209 Makati City  
Telephone No.: 8818-5330*

13. You may visit the following websites to download the Bidding Documents:

*<https://www.sec.gov.ph>  
<https://www.philgeps.gov.ph>*

February 18, 2025

  
**ROSE ANN S. ESPIRITU**  
*Vice-Chairperson*  
*BAC for Goods (Non-IT and Services) and Infrastructure Projects*

## ***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, SEC, invites Bids for the **Supply of Labor, Materials and Equipment for the Retrofitting and Renovation of the SEC-Davao Extension Office** with Project Identification Number: **Public bidding No. 2025-007**.

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 FY 2025 in the amount of **Seventy-Four Million Pesos (Php 74,000,000.00)**

2.2. The source of funding is through the authorized appropriations under the approved **FY 2025 Annual Operating Budget of SEC**.

## **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. 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**

The Procuring Entity has prescribed that sub-contracting is NOT allowed.

## **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 at **MSD Conference Room, 7<sup>th</sup>/F SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Barangay Bel-Air, 1209 Makati City** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

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

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

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

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

## **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 for **120 Calendar Days** reckoned from the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

The Bidders shall submit on the specified date and time and either at its physical address 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 10 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

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

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

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

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

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

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

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

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

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

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

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

# Bid Data Sheet

| ITB Clause                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |                              |                              |                                                                                                                                                                     |                                   |                                                                                                                                             |                        |                                                                                                                                                                                                                                                                                               |                            |                                                                                                    |                 |                                                                                     |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------------|
| 5.2                               | For this purpose, contracts similar to the Project refer to contracts, which shall involve <b>retrofitting of office building or similar categories of work as described/listed under Annex A of DPWH Department Order No. 117 s. 2017</b> , and in the amount of at least 50% of the Approved Budget for the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                              |                              |                                                                                                                                                                     |                                   |                                                                                                                                             |                        |                                                                                                                                                                                                                                                                                               |                            |                                                                                                    |                 |                                                                                     |
| 7.1                               | Not Applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |                              |                              |                                                                                                                                                                     |                                   |                                                                                                                                             |                        |                                                                                                                                                                                                                                                                                               |                            |                                                                                                    |                 |                                                                                     |
| 10.3                              | Current Valid PCAB License and Registration for “General Building” with at least “ <b>Medium A</b> ” (size range). <b>License Category B.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |                              |                              |                                                                                                                                                                     |                                   |                                                                                                                                             |                        |                                                                                                                                                                                                                                                                                               |                            |                                                                                                    |                 |                                                                                     |
| 10.4                              | <p>The Key personnel must meet the required minimum years of experience set below:</p> <table border="1"> <thead> <tr> <th>Personnel</th><th>Professional Qualification/s</th></tr> </thead> <tbody> <tr> <td>One (1) Project Manager (PM)</td><td>Registered Civil Engineer or Architect with at least Five (5) years of experience in the construction industry and completed at least one (1) retrofitting project.</td></tr> <tr> <td>One (1) Project/ On-site Engineer</td><td>Registered Civil Engineer with at least Five (5) years of experience in construction industry and in at least one (1) retrofitting project.</td></tr> <tr> <td>One (1) Safety Officer</td><td> <ul style="list-style-type: none"> <li>• Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribe by Department of Labor and Employment; and</li> <li>• With at least Five (5) years of experience in the construction industry.</li> </ul> </td></tr> <tr> <td>One (1) Materials Engineer</td><td>Registered Civil Engineer with at least Five (5) years of experience in the construction industry.</td></tr> <tr> <td>One (1) Foreman</td><td>With at least Five (5) years of experience as Foreman in the construction industry.</td></tr> </tbody> </table> <p>Each of the contractor’s Key Personnel must be supported by the following document:</p> <p>For PM/Project Engineer/Materials Engineer:</p> <ol style="list-style-type: none"> <li>Curriculum Vitae; and</li> <li>Valid Professional Identification Card issued by the Professional Regulation Commission.</li> </ol> <p>If for Renewal, submit a copy of the following:</p> <ol style="list-style-type: none"> <li>Recently expired Professional Identification Card; and</li> <li>Official Receipt as proof of payment for the application for renewal</li> </ol> <p>For Safety Officer:</p> <ol style="list-style-type: none"> <li>Curriculum Vitae</li> <li>Certificate of Training on Construction Occupational Safety and Health issued by DOLE-accredited training center</li> </ol> | Personnel | Professional Qualification/s | One (1) Project Manager (PM) | Registered Civil Engineer or Architect with at least Five (5) years of experience in the construction industry and completed at least one (1) retrofitting project. | One (1) Project/ On-site Engineer | Registered Civil Engineer with at least Five (5) years of experience in construction industry and in at least one (1) retrofitting project. | One (1) Safety Officer | <ul style="list-style-type: none"> <li>• Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribe by Department of Labor and Employment; and</li> <li>• With at least Five (5) years of experience in the construction industry.</li> </ul> | One (1) Materials Engineer | Registered Civil Engineer with at least Five (5) years of experience in the construction industry. | One (1) Foreman | With at least Five (5) years of experience as Foreman in the construction industry. |
| Personnel                         | Professional Qualification/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |                              |                              |                                                                                                                                                                     |                                   |                                                                                                                                             |                        |                                                                                                                                                                                                                                                                                               |                            |                                                                                                    |                 |                                                                                     |
| One (1) Project Manager (PM)      | Registered Civil Engineer or Architect with at least Five (5) years of experience in the construction industry and completed at least one (1) retrofitting project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                              |                              |                                                                                                                                                                     |                                   |                                                                                                                                             |                        |                                                                                                                                                                                                                                                                                               |                            |                                                                                                    |                 |                                                                                     |
| One (1) Project/ On-site Engineer | Registered Civil Engineer with at least Five (5) years of experience in construction industry and in at least one (1) retrofitting project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |                              |                              |                                                                                                                                                                     |                                   |                                                                                                                                             |                        |                                                                                                                                                                                                                                                                                               |                            |                                                                                                    |                 |                                                                                     |
| One (1) Safety Officer            | <ul style="list-style-type: none"> <li>• Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribe by Department of Labor and Employment; and</li> <li>• With at least Five (5) years of experience in the construction industry.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |                              |                              |                                                                                                                                                                     |                                   |                                                                                                                                             |                        |                                                                                                                                                                                                                                                                                               |                            |                                                                                                    |                 |                                                                                     |
| One (1) Materials Engineer        | Registered Civil Engineer with at least Five (5) years of experience in the construction industry.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           |                              |                              |                                                                                                                                                                     |                                   |                                                                                                                                             |                        |                                                                                                                                                                                                                                                                                               |                            |                                                                                                    |                 |                                                                                     |
| One (1) Foreman                   | With at least Five (5) years of experience as Foreman in the construction industry.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                              |                              |                                                                                                                                                                     |                                   |                                                                                                                                             |                        |                                                                                                                                                                                                                                                                                               |                            |                                                                                                    |                 |                                                                                     |

|                                | Foreman: Curriculum Vitae                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|-----------------|--------|---------|--------|-----------------|--------|--------------------------------|--------|------------|---------|-------------------|---------|------------------------------|--------|--------|-------------------------------|-------|--------------------|--------|------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------|
| 10.5                           | <p>The minimum major equipment requirements are the following:</p> <table border="1"> <thead> <tr> <th>Equipment</th><th>Number of Units</th></tr> </thead> <tbody> <tr> <td>Plate Compactor</td><td>1 unit</td></tr> <tr> <td>Backhoe</td><td>1 unit</td></tr> <tr> <td>Welding Machine</td><td>1 unit</td></tr> <tr> <td>Truck Mounted Crane (20-25 mt)</td><td>1 unit</td></tr> <tr> <td>Dump Truck</td><td>2 units</td></tr> <tr> <td>Concrete Vibrator</td><td>2 units</td></tr> <tr> <td>Cargo/Service Truck (2-5 mt)</td><td>1 unit</td></tr> </tbody> </table> <p>The above equipment units which are either owned, leased and/or under purchase agreements must be supported by the following documents:</p> <table border="1"> <thead> <tr> <th>Nature</th><th>Supporting Documents Required</th></tr> </thead> <tbody> <tr> <td>Owned</td><td>Proof of Ownership</td></tr> <tr> <td>Leased</td><td>Lease Contract and Certificate of Availability of equipment for the duration of the project from the equipment lessor.</td></tr> <tr> <td>Under Purchase Agreement</td><td>Purchase Agreement and Certificate of Availability of equipment for the duration of the project from the equipment vendor.</td></tr> </tbody> </table> | Equipment | Number of Units | Plate Compactor | 1 unit | Backhoe | 1 unit | Welding Machine | 1 unit | Truck Mounted Crane (20-25 mt) | 1 unit | Dump Truck | 2 units | Concrete Vibrator | 2 units | Cargo/Service Truck (2-5 mt) | 1 unit | Nature | Supporting Documents Required | Owned | Proof of Ownership | Leased | Lease Contract and Certificate of Availability of equipment for the duration of the project from the equipment lessor. | Under Purchase Agreement | Purchase Agreement and Certificate of Availability of equipment for the duration of the project from the equipment vendor. |
| Equipment                      | Number of Units                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| Plate Compactor                | 1 unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| Backhoe                        | 1 unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| Welding Machine                | 1 unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| Truck Mounted Crane (20-25 mt) | 1 unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| Dump Truck                     | 2 units                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| Concrete Vibrator              | 2 units                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| Cargo/Service Truck (2-5 mt)   | 1 unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| Nature                         | Supporting Documents Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| Owned                          | Proof of Ownership                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| Leased                         | Lease Contract and Certificate of Availability of equipment for the duration of the project from the equipment lessor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| Under Purchase Agreement       | Purchase Agreement and Certificate of Availability of equipment for the duration of the project from the equipment vendor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| 12                             | Not applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| 15.1                           | <p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>The amount of not less than <b>Php 1,480,000.00 or (2%) of ABC</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>The amount of not less than <b>Php 3,700,000.00 or (5%) of ABC</b>, if bid security is in Surety Bond.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| 19.2                           | Partial bids are not allowed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |
| 20                             | <p>The bidder with the Lowest Calculated Bid shall submit <b>ALL</b> of the following post-qualification requirements:</p> <ol style="list-style-type: none"> <li>Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment System (EFPS), consisting of the following: <ol style="list-style-type: none"> <li>Latest Income Tax Return with proof of payment; and</li> <li>VAT Returns (Form 2550Q) or Percentage Tax Returns (2551Q) with proof of payment within the last two (2) quarters.</li> </ol> </li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |           |                 |                 |        |         |        |                 |        |                                |        |            |         |                   |         |                              |        |        |                               |       |                    |        |                                                                                                                        |                          |                                                                                                                            |

|    |                                                                                                                                                                                                                                                                                                                                                                                                            |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21 | Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as <b>Construction schedule</b> and <b>S-curve</b> , <b>Manpower schedule</b> , <b>Construction methods</b> , <b>Equipment utilization schedule</b> , <b>Construction safety and health program approved by the DOLE</b> , and other acceptable tools of project scheduling. |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

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

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

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

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

## **1. Scope of Contract**

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

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

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

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

## **3. Possession of Site**

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

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

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

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

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

## **5. Performance Security**

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

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

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

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

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

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

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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

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

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

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

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

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

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

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

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

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

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

# Special Conditions of Contract

| GCC Clause |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2          | Completion Period: The contractor shall complete and turn-over the project within <b>Six (6) months</b> from the issuance of the Notice to Proceed or from the date specified therein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4.1        | Possession of the Site shall be given to the Contractor as specified in the SEC- DAVAO Scope of Works and Specifications and SEC- DAVAO Approved Plans and Drawings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6          | No further instruction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7.2        | Fifteen (15) years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 10         | Dayworks are applicable at the rate shown in the Contractor's original Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 11.1       | <p>The Contractor shall be required to submit to SEC within <b>ten (10) calendar days</b> from receipt of the Notice of Award the following additional project requirements:</p> <ul style="list-style-type: none"> <li>a. Construction Schedule</li> <li>b. S-Curve</li> <li>c. PERT-CPM</li> <li>d. Manpower Schedule and List of Equipment</li> <li>e. Construction Methodology in Narrative Form</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 11.2       | The amount to be withheld for late submission of an updated Program of Work is one percent (1%) of the gross amount due for payment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 13         | <p>The amount of the advance payment/mobilization fee is 15% of the total contract price.</p> <p>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.</p> <p>The advance payment shall be made only upon the submission to and acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity.</p> <p>The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.</p> |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14   | <p><b><u>Payment Schedule:</u></b><br/> Mobilization Fee/ Advance Payment – 15% of Contract Cost<br/> 1st Progress Billing - at least 30% (actual accomplishment)<br/> 2nd Progress Billing – at least 75 % (actual accomplishment)<br/> Final Billing – 100% completion</p> <p>Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</p> <p>For the final payment and settlement of contracts, the following will be required from Contractor:</p> <ul style="list-style-type: none"> <li>• Tax Clearance Certificate for Final Settlement of Government Contracts (TCFG)</li> <li>• Certification of Collectible Final Payment (CCFP)</li> </ul> |
| 15.1 | The date by which operating and maintenance manuals and “as built” drawings shall be submitted upon date of completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 15.2 | The amount to be withheld for failing to submit and secure acceptance and approval of “as built” drawings and/or operating and maintenance manuals by the date required is two percent (2%) of the Contract Price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## ***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.

**(Please see attached Annex “A”)**

## ***Section VII. Drawings***

**(Please see attached Annex “B”)**

## ***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.

## ***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

|                                        |                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>I. TECHNICAL COMPONENT ENVELOPE</b> |                                                                                                                                                                                                                                                                                                                                                                  |
| <b><i>Class “A” Documents</i></b>      |                                                                                                                                                                                                                                                                                                                                                                  |
| <u><i>Legal Documents</i></u>          |                                                                                                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/>               | (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);                                                                                                                                                                                                                                                                                   |
| <u><i>Technical Documents</i></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;                                                                                                                         |
| <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;                                                                                                                                                                                                      |
| <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;                                                                                                                                                                                                                                      |
| <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;                                                                                                                                                                |
|                                        | (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;<br><br><i>Note: attach all documents stated under BDS Clause 10.4</i>                                                                       |
| <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;                                                                                    |
| <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><i>Financial Documents</i></u>      |                                                                                                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/>               | (h) The prospective bidder’s computation of Net Financial Contracting Capacity                                                                                                                                                                                                                                                                                   |

|                                                                |                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                | (NFCC).                                                                                                                                                                                                                                                                                                                                                                 |
| <b><i>Class “B” Documents</i></b>                              |                                                                                                                                                                                                                                                                                                                                                                         |
| <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><u>or</u></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>                                                                                                                                                                                                                                                                                      |
| <b><u>Other documentary requirements under RA No. 9184</u></b> |                                                                                                                                                                                                                                                                                                                                                                         |
| <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.                                                                                                                                                                                                                                                                                                                                               |

