



# **BID DOCUMENTS**

## **SUPPLY OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF ELEVATOR SHAFTS FOR PCED BUILDINGS**

**ITB-2025-0102-GRR**

**Sixth Edition  
July 2020**

# **Preface**

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

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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

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

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

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (Approved IRR of RA 12009, 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. (Approved IRR of RA 12009, 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. (Approved IRR of RA 12009, 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. (Approved IRR of RA 12009, 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. (Approved IRR of RA 12009, 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. (Approved IRR of RA 12009, 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*. (Approved IRR of RA 12009, 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 AND MATERIALS FOR THE CONSTRUCTION OF ELEVATOR SHAFTS OF PASSENGER ELEVATORS FOR PCED BUILDINGS**

1. The Philippine Center for Economic Development (PCED), through the *Corporate Operating Budget (COB) for Fiscal Year (FY) 2025* intends to apply the sum of **Five Million Six Hundred Thousand Pesos (Php5,600,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Supply of Labor and Materials for the Construction of Elevator Shafts of Passenger Elevators for PCED Buildings / ITB-2025-0102-GRR**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Philippine Center for Economic Development* now invites bids for the above Procurement Project. Completion of the Works is **one hundred twenty (120) calendar days**. 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 Approved Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.
4. Interested bidders may obtain further information from Philippine Center for Economic Development and inspect the Bidding Documents at the address given below from 8:00 am to 4:00 pm.
5. A complete set of Bidding Documents may be acquired by interested bidders on **April 23, 2025**, Monday thru Friday, from the Philippine Center for Economic Development and upon payment of a non-refundable fee, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (Php10,000.00)**.

It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Philippine Center for Economic Development, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The Philippine Center for Economic Development will hold a Pre-Bid Conference<sup>1</sup> on **April 30, 2025, Wednesday, 10:00 AM** at **Madrigal Room, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila** and/or through

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

videoconferencing/webcasting *via Zoom*, which shall be open to prospective bidders. Please contact the BAC Secretariat Head, Ms. Gerlie Paloma, for more details.

7. Bids must be duly received by the BAC Secretariat through manual submission/sealed bids at the ***Ground Floor, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila***, on or before ***May 14, 2025, Wednesday, 10:00 AM***. 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 ***May 14, 2025, Wednesday, 10:00 AM*** at the ***Madrigal Room, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila*** and/or through *videoconferencing via Zoom*. Bidders may opt to attend physically or virtually. A link will be provided to Bidders/bidders' representatives who choose to attend the opening virtually. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Philippine Center for Economic Development 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 64 and 70 of the Approved Implementing Rules and Regulations (IRR) of RA No. 12009, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

PHILIPPINE CENTER FOR ECONOMIC DEVELOPMENT

**Gerlie P. Paloma**

BAC Secretariat Head

Admin. Officer III

Ground Floor, PCED Library Building,

UP School of Economics, 1101, Diliman,

Quezon City, Metro Manila

**[bacsec@pced.gov.ph](mailto:bacsec@pced.gov.ph)**

Tel#: 8981-8500 loc 3480 / 0917-862-3971

(Monday to Friday 8:00AM – 5:00PM)

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

**<http://www.philgeps.gov.ph>**

**<http://www.pced.gov.ph>**



**KARL ROBERT L. JANDOC, Ph.D.**

Chairperson

PCED Bids and Awards Committee

The Schedules of Activities are as follows:

| ACTIVITY   | SCHEDULE   |
|--|--|
| 1. Advertisement and issuance of Bidding Documents | <b>April 23, 2025 (Wednesday)</b><br>Office of the BAC Secretariat<br>Ground Floor, PCED Library Building, UP School of Economics,<br>1101, Diliman, Quezon City, Metro Manila<br>8:00 a.m. – 4:00 p.m. / <a href="http://www.pced.gov.ph">www.pced.gov.ph</a>             |
| 2. Pre-bid Conference                              | <b>April 30, 2025 (Wednesday)</b><br>Madrigal Room, PCED Library Building, UP School of Economics,<br>1101, Diliman, Quezon City, Metro Manila<br>10:00 a.m.<br><b>Hybrid Meeting</b>  |
| 3. Request for Clarification                       | <b>May 3, 2025 (Saturday)</b><br>Office of the BAC Secretariat<br>Ground Floor, PCED Library Building, UP School of Economics,<br>1101, Diliman, Quezon City, Metro Manila<br>Deadline of submission via email: <a href="mailto:bacsec@pced.gov.ph">bacsec@pced.gov.ph</a> |
| 4. Issuance of Supplemental Bid Bulletin           | <b>May 7, 2025 (Wednesday)</b><br>Office of the BAC Secretariat<br>Ground Floor, PCED Library Building, UP School of Economics,<br>1101, Diliman, Quezon City, Metro Manila  |
| 5. Deadline of Submission and Receipt of Bids      | <b>May 14, 2025 (Wednesday)</b><br>Madrigal Room, PCED Library Building, UP School of Economics,<br>1101, Diliman, Quezon City, Metro Manila<br>10:00 a.m.<br><b>Manual Submission/Sealed Bids</b>   |
| 6. Opening of Bids (Eligibility and Technical)     | <b>May 14, 2025 (Wednesday)</b><br>Madrigal Room, PCED Library Building, UP School of Economics,<br>1101, Diliman, Quezon City, Metro Manila<br>10:00 a.m.<br><b>Face to Face</b>  |
| 7. Opening of Bids (Financial)                     | <b>May 16, 2025 (Friday)</b><br>Madrigal Room, PCED Library Building, UP School of Economics,<br>1101, Diliman, Quezon City, Metro Manila<br>10:00 a.m.<br><b>Face to Face</b>   |



**KARL ROBERT L. JANDOC, Ph.D.**  
Chairperson  
PCED Bids and Awards Committee

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

#### **1. Scope of Bid**

The Philippine Center for Economic Development invites Bids for the project ***Supply of Labor and Materials for the Construction of Elevator Shafts of Passenger Elevators for PCED Buildings*** with Project Identification Number ***ITB-2025-0102-GRR***.

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 Corporate Operating Budget* in the amount of ***Five Million Six Hundred Thousand Pesos (Php5,600,000.00)***.

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

#### **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 12009 and its Approved 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 252.4.2.4 of the Approved IRR of RA No. 12009.

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

5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.4. The Bidders shall comply with the eligibility criteria under Section 52.4.2 of the Approved IRR of RA No. 12009.

#### **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 Bidder may subcontract portion of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty (50%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

7.1. *If subcontracting is allowed during the bidding:* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s)

complying with the eligibility criterion stated in **ITB** Clause 5 in accordance with Section 52.4 of the Approved IRR of RA No. 12009 pursuant to Section 52.1 thereof.

- 7.2. *If subcontracting is allowed during the contract implementation stage:* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 52.1 of the Approved IRR of RA No. 12009 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address ***Madrigal Room, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila*** and/or through videoconferencing/webcasting *via Zoom* 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 a special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 60.2 of the Approved IRR of RA No. 12009.

## **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:*
  - a. Philippine Pesos.



## **15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid ***one hundred twenty (120) days***. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 58 of the Approved IRR of RA No. 12009 shall prevail.

- 18.2. The preliminary examination of Bids shall be governed by Section 59 of the Approved IRR of RA No. 12009.

## **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 61.3 to 61.8 of the Approved IRR of RA No. 12009.

Most Economically Advantageous Responsive Bid (MEARB) will be used as award criteria. The following table shows the MEARB Criteria and Weight to be used:

| Item           | Criteria   | Criteria Weight | TOTAL WEIGHT |
|----------------|--|-----------------|--------------|
| <b>QUALITY</b> |  |                 | <b>65%</b>   |
|                | Technical competence and credible track record   | 20%             |              |
|                | Approach and Methodology   | 15%             |              |
|                | Tools and Equipment  | 10%             |              |
|                | Organization, qualification, and experience of employees or staff assigned to perform the contract | 10%             |              |
|                | Delivery period and delivery process   | 5%              |              |
|                | Warranty and After Sales Service and Technical Assistance  | 5%              |              |
| <b>PRICE</b>   |  |                 | <b>35%</b>   |
|                | <b>TOTAL</b>   |                 | <b>100%</b>  |

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 most economically advantageous bid to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 52.4.2.6 of the Approved IRR of RA No. 12009 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 Most Economically Advantageous Responsive Bid (MEARB), 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 66.5 of the Approved IRR of RA No. 12009 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 |   |  |  |
|------------|---|--|--|
| 3          | Prospective bidders whose experience is at least five (5) years prior to the deadline for the submission and receipt of bids.   |  |  |
| 5.2        | The Bidder must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. Further, Bidders whose offices are not based in Metro Manila should have completed projects within Metro Manila similar to the project to bid, so that the Procuring Entity can verify the quality of the workmanship.<br>For this purpose, contracts similar to the Project refer to General Building with experience in Elevator Shaft. |  |  |
| 7.1        | Subcontracting is not allowed.  |  |  |
| 10.3       | The Bidder must be a PCAB licensed contractor with <b><i>License Classification on General Building</i></b> at least <b><i>Category C or D</i></b> . The Bidder must also be a registered contractor for government projects with Size Range at least <b><i>Small B</i></b> for <b><i>Building and Industrial Plant</i></b> .   |  |  |
| 10.4       | The minimum work experience requirements of key personnel to be assigned for the project shall be provided in the Key Personnel (Format of Bio-data) form.  |  |  |
|            | Key Personnel   | General Experience   | Relevant Experience  |
|            | <b>Project Manager</b><br>Must be a licensed Civil Engineer or Architect  | With at least 10-years' experience in vertical construction of commercial, institutional, and industrial building. | Must have managed / supervised a completed project involving works as described above costing at least 50% of the ABC. |
|            | <b>Project Engineer</b><br>Must be a licensed Civil Engineer  | With at least 10-years' experience in vertical construction of commercial, institutional, and industrial building. | Must have managed / supervised a completed project involving works as described above costing at least 50% of the ABC. |
|            | <b>Draftsman/Autocadd Operator</b><br>Must be at least graduate of drafting technology or Autocadd drafting course.   | With at least 1-year experience as Draftsman. Knows how to prepare detailed drawings.                              |  |
|            | <b>Project Foreman</b><br>Must be a licensed Civil Engineering / Architecture undergraduate or Vocation graduate or CE Technology or Construction   | With at least 5-years' experience in vertical construction of commercial, institutional and industrial building.   | Must have managed / supervised a completed project involving works as described above costing at least 50% of the ABC. |

|  | <table><tr><td><b>Project Leadman</b><br/>Engineering /<br/>Architecture<br/>undergraduate or<br/>Vocational graduate of<br/>CE Technology or<br/>Structural Erection</td><td>With at least 5-years' experience in vertical construction of commercial, institutional and industrial building.</td><td>Must have managed / supervised a completed project involving works as described above costing at least 50% of the ABC.</td></tr><tr><td><b>Safety Officer</b></td><td colspan="2">Must have at least two (2) – years' work experience as Safety Officer and completed at least forty (40) hours training of Construction Occupational Safety and Health (COSH) by DOLE) or any DOLE-accredited training centers.</td></tr></table>  | <b>Project Leadman</b><br>Engineering /<br>Architecture<br>undergraduate or<br>Vocational graduate of<br>CE Technology or<br>Structural Erection | With at least 5-years' experience in vertical construction of commercial, institutional and industrial building. | Must have managed / supervised a completed project involving works as described above costing at least 50% of the ABC. | <b>Safety Officer</b> | Must have at least two (2) – years' work experience as Safety Officer and completed at least forty (40) hours training of Construction Occupational Safety and Health (COSH) by DOLE) or any DOLE-accredited training centers. |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
|--|--|--|--|--|-----------------------|--|---|---|----------------|---|---|----------------------------|---|-------------------|--------------------------------------|---|-------------------|--|---|---|---|---|---|---|---|---|--|---|---|---------------|---|---|-----------------|----|---|--------------|----|---|------------|----|---|------------------|----|---|-------------------|----|---|----------------|----|---|------------------|----|---|----------------|----|---|-----------|----|---|--------------|----|---------------------|-------------|
| <b>Project Leadman</b><br>Engineering /<br>Architecture<br>undergraduate or<br>Vocational graduate of<br>CE Technology or<br>Structural Erection | With at least 5-years' experience in vertical construction of commercial, institutional and industrial building.   | Must have managed / supervised a completed project involving works as described above costing at least 50% of the ABC.                           |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| <b>Safety Officer</b>  | Must have at least two (2) – years' work experience as Safety Officer and completed at least forty (40) hours training of Construction Occupational Safety and Health (COSH) by DOLE) or any DOLE-accredited training centers.   |  |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 10.5   | <p>The minimum major equipment requirements for the project shall be provided in the List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract form.</p> <table><tr><th>Item No.</th><th>Number of Units</th><th>Description of Equipment</th></tr><tr><td>1</td><td>1</td><td>1-bagger mixer</td></tr><tr><td>2</td><td>2</td><td>Heavy duty concrete cutter</td></tr><tr><td>3</td><td>2 units each size</td><td>1” and 2” diameter concrete vibrator</td></tr><tr><td>4</td><td>2 units each size</td><td>1” and 2” diameter concrete poker vibrator</td></tr><tr><td>5</td><td>2</td><td>Bar cutter can cut 25mm diameter rebars</td></tr><tr><td>6</td><td>2</td><td>Welding machine (for steel), heavy duty</td></tr><tr><td>7</td><td>2</td><td>Welding machine (for aluminum), heavy duty</td></tr><tr><td>8</td><td>2</td><td>Oxy-acetylene</td></tr><tr><td>9</td><td>2</td><td>Acetylene tanks</td></tr><tr><td>10</td><td>2</td><td>Oxygen tanks</td></tr><tr><td>11</td><td>2</td><td>Blow torch</td></tr><tr><td>12</td><td>2</td><td>Hydraulic Hammer</td></tr><tr><td>13</td><td>4</td><td>Demolition Hammer</td></tr><tr><td>14</td><td>2</td><td>Air Compressor</td></tr><tr><td>15</td><td>2</td><td>Submersible Pump</td></tr><tr><td>16</td><td>4</td><td>Electric drill</td></tr><tr><td>17</td><td>1</td><td>Elf truck</td></tr><tr><td>18</td><td>1</td><td>Mobile crane</td></tr><tr><td>19</td><td>Enough for 4-floors</td><td>Scaffolding</td></tr></table> |  |  | Item No.   | Number of Units       | Description of Equipment   | 1 | 1 | 1-bagger mixer | 2 | 2 | Heavy duty concrete cutter | 3 | 2 units each size | 1” and 2” diameter concrete vibrator | 4 | 2 units each size | 1” and 2” diameter concrete poker vibrator | 5 | 2 | Bar cutter can cut 25mm diameter rebars | 6 | 2 | Welding machine (for steel), heavy duty | 7 | 2 | Welding machine (for aluminum), heavy duty | 8 | 2 | Oxy-acetylene | 9 | 2 | Acetylene tanks | 10 | 2 | Oxygen tanks | 11 | 2 | Blow torch | 12 | 2 | Hydraulic Hammer | 13 | 4 | Demolition Hammer | 14 | 2 | Air Compressor | 15 | 2 | Submersible Pump | 16 | 4 | Electric drill | 17 | 1 | Elf truck | 18 | 1 | Mobile crane | 19 | Enough for 4-floors | Scaffolding |
| Item No.   | Number of Units  | Description of Equipment   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 1  | 1  | 1-bagger mixer   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 2  | 2  | Heavy duty concrete cutter   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 3  | 2 units each size  | 1” and 2” diameter concrete vibrator   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 4  | 2 units each size  | 1” and 2” diameter concrete poker vibrator   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 5  | 2  | Bar cutter can cut 25mm diameter rebars  |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 6  | 2  | Welding machine (for steel), heavy duty  |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 7  | 2  | Welding machine (for aluminum), heavy duty   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 8  | 2  | Oxy-acetylene  |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 9  | 2  | Acetylene tanks  |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 10   | 2  | Oxygen tanks   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 11   | 2  | Blow torch   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 12   | 2  | Hydraulic Hammer   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 13   | 4  | Demolition Hammer  |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 14   | 2  | Air Compressor   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 15   | 2  | Submersible Pump   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 16   | 4  | Electric drill   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 17   | 1  | Elf truck  |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 18   | 1  | Mobile crane   |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 19   | Enough for 4-floors  | Scaffolding  |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |
| 12   | No further instructions.   |  |  |  |                       |  |   |   |                |   |   |                            |   |                   |                                      |   |                   |  |   |   |   |   |   |   |   |   |  |   |   |               |   |   |                 |    |   |              |    |   |            |    |   |                  |    |   |                   |    |   |                |    |   |                  |    |   |                |    |   |           |    |   |              |    |                     |             |

|      |   |
|------|---|
| 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> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php112,000.00</b> <i>[two percent (2%) of <b>Php5,600,000.00</b>]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>Php280,000.00</b> <i>[five percent (5%) of <b>Php5,600,000.00</b>]</i>, if bid security is in Surety Bond.</li> </ul> <p>If a surety bond will be used, the following are the requirements:</p> <ul style="list-style-type: none"> <li>a. <i>Must have the original receipt;</i></li> <li>b. <i>Must be callable on demand;</i></li> <li>c. <i>Certified by the Insurance Commission that the surety company is authorized to issue such security.</i></li> </ul> |
| 15.2 | The Bid and bid security shall be valid for <b><i>one hundred twenty (120) days.</i></b>  |
| 16.0 | An additional two (2) copies (Copy 1 and Copy 2) of the first ( <i>Technical</i> ) and second ( <i>Financial</i> ) components of its Bid are to be submitted by each bidder.  |
| 19.2 | Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.   |
| 20   | No further instructions.  |
| 21   | <p>Additional contract documents relevant to the Project to be submitted by the successful bidder:</p> <ul style="list-style-type: none"> <li>(1) Construction Schedule and S-curve</li> <li>(2) Manpower Schedule</li> <li>(3) Construction Methods</li> <li>(4) Construction Safety and Health Program approved by the DOLE</li> <li>(5) PERT/CPM and</li> <li>(6) All Risk Insurance</li> </ul>  |

## ***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. 12009 and its Approved 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 112.1 and 112.2 of the Approved IRR of RA No. 12009 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 68 of the Approved IRR of RA 12009.
- 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 90.2.2 of the Approved IRR of RA No. 12009, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate



of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

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

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

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

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

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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

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

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

## **13. Advance Payment**

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

#### **14. Progress Payments**

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

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

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

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

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

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

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

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

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

# Special Conditions of Contract

| GCC Clause |  |
|------------|--|
| 2          | <p>The schedule of Completion is within <b><i>one hundred twenty (120) calendar days</i></b> after the receipt of the Notice to Proceed.</p> <p>NOTE: Delays due to work stoppage ordered by PCED shall not be counted against the set completion date.</p>  |
| 3.1        | No further instructions.   |
| 4          | <p>The Contractor shall employ the following <b>Key Personnel</b>:</p> <p><i>[List key personnel by name and designation and qualification]</i></p>  |
| 5          | <p>Within seven (7) calendar days from the receipt of the Notice of Award, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 68 of the Approved IRR of RA No. 12009 or a Performance Securing Declaration.</p>  |
| 6          | <p>A Site Inspection is required to prospective bidders. A Certificate of Site Inspection shall be issued by the PCED and will form part of Eligibility Requirements.</p>  |
| 7.2        | <p>Warranty:</p> <p>The warranty shall be based on prescribed warranty provisions of the Approved IRR of RA No. 12009.</p> <ol style="list-style-type: none"> <li>From the time project construction commenced up to final acceptance, the contractor shall assume full responsibility for the following: <ol style="list-style-type: none"> <li>Any damage or destruction of the works except those occasioned by force majeure; and</li> <li>Safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his construction work.</li> </ol> </li> <li>One (1) year from project completion up to final acceptance or the defects liability period.</li> </ol> <p>The contractor shall undertake the repair works, at this own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time the HoPE has issued an order to undertake the repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.</p> |

|      |  |
|------|--|
|      | The warranty against Structural Defects and Failures shall be covered for Five (5) years from final acceptance, except those occasioned by force majeure.  |
| 10   | Dayworks are applicable at the rate shown in the Contractor's original Bid.  |
| 11.1 | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>five (5) days</i> of delivery of the Notice of Award.   |
| 11.2 | <p>The period between Program of Work updates should not be longer than <b>ten (10) days</b>.</p> <p>The amount to be withheld for late submission of an updated Program of Work is <i>Twenty Thousand Pesos (Php20,000.00)</i>.</p>   |
| 13   | The amount of the advance payment shall not exceed fifteen percent (15%) of the total contract price. Payment shall be made upon the completion and approval of the Final Drawings, Specifications and other relevant documents.   |
| 14   | <p>An advance payment as mobilization of the project in an amount equivalent to fifteen percent (15%), by phase (progress billing), of the total contract price, less VAT and applicable withholding taxes.</p> <p>Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</p> <p>(1) Advance payment of fifteen percent (15%) of the total contract price shall be released upon submission and acceptance 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 PCED.</p> <p>(2) 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> <p>(3) Progress payments</p> <p>a. The CONTRACTOR must submit a statement of work accomplished (SWA) or progress billing and corresponding request for progress payments for work accomplished. The SWA should show the amounts which the contractor considers itself to be entitled to up to the end of the month, to cover (i) the cumulative value of the works it executed to date, based in</p> |

|      |  |
|------|--|
|      | <p>the items in the Bill of Quantities and (ii) adjustments for approved variation orders executed.</p> <p>b. The PCED representative shall check the contractor's monthly SWA and certify the amount to be paid to the contractor as progress payments. Materials and equipment delivered on site but not completely put in place shall not be included for payment.</p> <p>c. The CONTRACTOR must also submit the following to process the progress payments:</p> <ul style="list-style-type: none"> <li>• Photographs of work accomplished;</li> <li>• Key plan highlighting work accomplished;</li> <li>• Invoice.</li> </ul> <p>d. The PCED shall deduct the following from the certified gross amount to be paid to the contractor's progress payments:</p> <ul style="list-style-type: none"> <li>• Cumulative value of the works previously certified and paid for;</li> <li>• Portion of the advance payment to be recouped for the month;</li> <li>• Retention money;</li> <li>• Amount to cover the third-party liabilities;</li> <li>• Amount to cover the uncorrected discovered defects in the works.</li> </ul> <p>e. Final payment shall be made after full accomplishment of the project. Payment shall be processed upon submission of the deliverables.</p> <p>f. PCED shall pay the CONTRACTOR the amounts certified by PCED's Representative within twenty-eight (28) calendar days from the date request for payment was received. No payment interest shall be made for the delayed payments and adjustments.</p> |
| 15.1 | <p>The Contractor shall submit construction plans, showing the detailed drawing plans design prior to construction commencement.</p> <p>The Contractor shall submit as-built drawings after project completion.</p>  |
| 15.2 | <p>The Final Payment shall be withheld for failing to produce "as-built" drawings.</p> <p>Approved "as-built" drawings shall be attached to the final billing. The as-built plans/drawings shall be floor plans, longitudinal and cross-section evaluation and electrical plans, in A3 size.</p>   |

## ***Section VI. Terms of Reference, General Conditions and Specifications***

### **Notes on Specifications**

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

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

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

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

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

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure

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

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

## **PROJECT: SUPPLY OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF ELEVATOR SHAFTS OF PASSENGER ELEVATORS FOR PCED BUILDINGS**

### **I. BACKGROUND**

The Philippine Center for Economic Development (PCED) located at the University of the Philippines School of Economics, Osmeña Avenue, Diliman, Quezon City aims to serve a facility for the students, faculty, staff, and others. The PCED buildings consist of four (4) floors each and is currently undergoing construction with structural utilities such as electrical and plumbing system partially completed.

The PCED needs the supply of labor and materials for the construction of elevator shafts for the passenger elevators for the PCED Buildings.

The shaft for each building will hold the elevator that will enable convenient and easy access to different floor levels of the building. This will benefit people with physical disability, elderly, transport of heavy materials, and goods, etc.

### **II. DEFINITIONS**

2. By "CONTRACTOR" is meant the individual, firm, partnership, corporation or association that undertakes the execution of the work specified hereinafter.
3. By "PCED" is meant the Philippine Center for Economic Development or its duly authorized representative.

### **III. GENERAL SCOPE OF WORKS**

The project is mainly for the provision of an access lift for the PCED Main Building and an access lift for the PCED Library Building. The general scope of work consists of the supply of labor and materials for the construction of bridgeway or elevator shafts connecting the lift and the upper floors for each building and provision of access from the upper bridgeway of the lifts for two (2) buildings of the PCED. Shaft for the PCED Main Building will be constructed for a regular passenger lift. Shaft for the PCED Library Building will be constructed for a rear scenic passenger lift. The supply, delivery, and installation of tempered glass for the shaft at this building will be provided by others.



#### IV. GENERAL REQUIREMENTS AND PRELIMINARIES TO BE PROVIDED BY THE CONTRACTOR

##### A. General

1. Bonds and Insurances
2. Utilities (communication, water and electricity)
3. As-Built Plan (Tracing paper – 1 set and Blueprint – 5 sets) signed and sealed by a licensed Professional
4. Project Billboard (Tarpaulin with wooden frame and post)

##### B. Mobilization

1. Manpower, tools, equipment and temfacil.
2. PCED will only provide the location of the temfacil, as needed or requested by the Contractor.
3. The CONTRACTOR must construct a temporary facility (if stated in the bill of quantities) on the PCED identified location that will serve as barracks for the workers and as a temporary storage facility for materials, equipment, waste materials and debris.
4. The CONTRACTOR shall install electric and water sub meter prior to start of work and shall be witnessed and approved by the concerned PCED authorized representatives.
5. The CONTRACTOR must maintain the cleanliness of the Temporary Facility at all times to prevent any untoward incident from happening.

##### C. Health and Safety Requirements

1. Personal Protective Equipment (PPE) for workers. The Contractor shall comply with the requirements under DPWH DO13 - Guidelines Governing Occupational Safety and Health in the Construction Industry.
2. Installation of safety signage, 22" x32".
3. Provision of board-up, (painted Corrugated GI Sheet and PE) to cover the construction area.
4. Provision of portable fire extinguishers (at least 2 units) and other fire extinguishing materials.
5. Provision of portalet for the whole duration of the project sufficient for the number of workers.
6. The Contractor shall submit an Occupational Safety and Health Program prepared by a Safety Officer, to include the Contractor's Accident Prevention Plan covering its Administrative Section, Accident reporting, prohibitions, sanitation, medical and first aid requirements, Personal Protection Apparel and Safety Equipment (protective headgear, safety shoes, high visibility vest, gloves and other PPEs), material handling, storage and disposal, housekeeping, waste

material disposal, fire prevention, fire protection, machinery and mechanized equipment, platforms and scaffolds.

D. Demobilization

5. Manpower, tools, equipment, temporary facilities, including hauling-out of construction debris and cleaning.

V. SPECIFIC SCOPE OF WORK

The scope of work shall include but is not limited to the following:

A. Site Development Works

1. Site Development Works shall include site clearing, earthworks, necessary safety signage including identification and directional markers to give notice to the public, temporary closure of the site using GI Sheets and opaque PE sheets, white color, and other necessary site development works.
2. Building Works (Architectural and Structural Works) (Please refer to plan)
  - 1.1 Site clearing
  - 1.2 Pit excavations
  - 1.3 Chipping and demolition
  - 1.4 Repair and restoration
  - 1.5 Structural foundations, and other works necessary for the completion of the building foundation works.
  - 1.6 Structural members, columns, beams, walls, slab and other structural elements
  - 2.5 Concreting works
  - 2.6 Structural steel work.
  - 2.7 Waterproofing works.
  - 2.8 Architectural finishes.

Electrical Works

1. Wiring system receptacles, switches, conduits, panel boards, junction/outlet boxes, circuit breakers, lightings and other electrical works necessary to complete the project.

Non-Provision of Tempered Glass for the Shaft of the PCED Library Building

1. Supply, delivery, and installation of tempered glass for the PCED Library Building passenger elevator shaft will be provided by the elevator lift supplier.

Miscellaneous Items

1. All other items not specified herein but are necessary to complete the work.

VI. GENERAL CONDITIONS

A. Interpretation

- a. The Contract Documents, Specifications and Drawings are mutually complimentary. What is noted in one although not shown in other shall be considered contained in all, in case of conflict. The Specifications shall prevail over the Drawings. The documents forming the Contract shall be interpreted in the following order of priority:
  - i. Contract/Construction Agreement
  - ii. Letter of Acceptance
  - iii. Contractor's Bid
  - iv. Special Conditions of the Contract
  - v. Specifications
  - vi. Drawings
  - vii. Bill of Quantities
  - viii. Any other document listed in the Special Conditions of the Contract as forming part of the Contract.

B. Inspection and tapping/use of utilities:

- a. The BIDDER shall perform ocular inspection of the site where the work will be performed; that he has informed himself fully as to the conditions which might affect the nature, extent and cost of the work required; that PCED shall in no way be responsible for any additional costs or expenses which may develop on account of failure of the BIDDER to make accurate cost estimates and future factors attendant to the execution and construction of the aforesaid project.
- b. Tapping of equipment and other related works shall be properly coordinated with PCED Representative for provision of electrical power. For this purpose, the CONTRACTOR shall provide a sub-meter for power consumptions and shall be billed accordingly to the total kilowatt hour utilized.
- c. The PCED shall allow the CONTRACTOR to tap from the existing water connections to be used in the construction of the elevator shafts of the passenger elevators. For this purpose, the CONTRACTOR shall provide a sub-meter, with the supervision of PCED in the installation works. The sub-meter will determine the total water consumed and shall be billed accordingly.

C. Contractor's Obligation

- a. The CONTRACTOR shall perform all works necessary to fully accomplish the project.
- b. A joint inspection must be conducted by the CONTRACTOR and PCED Representative on the specific works to be done on the construction of the elevator shafts of the passenger elevators.
- c. The CONTRACTOR is required to inspect and examine the site and the surroundings of the proposed project to arrive at a reasonable estimate of the labor, materials, equipment, facilities and services necessary to carry out the works.
- d. The CONTRACTOR shall conduct a pre-inspection on the project location and contiguous areas on which this work is, in any way, dependent for perfect workmanship according to the intent of the scope of work and

- specifications. The CONTRACTOR shall report on any conditions which will prevent it from performing the work according to requirements.
- e. The CONTRACTOR shall submit sample of materials and MSDS of materials, as required, for approval before delivery/works can be started / installed.
  - f. The CONTRACTOR shall commence execution of the works on the Start Date and shall carry out the works in accordance with the program of work submitted by the CONTRACTOR, as updated with the approval of PCED Representative and complete them by the intended completion date.
  - g. The CONTRACTOR shall provide all supervision, labor, materials, plant and Contractor's equipment, which may be required.
  - h. The CONTRACTOR shall be liable to all fire and accident claims and other related claims arising from the injuries and damages, which occurred in the vicinity.
  - i. The CONTRACTOR shall comply with all pertinent safety rules and regulations which are not limited to enclosures, shielding, coverings, warning devices, off-limits signs, and other safety measures.
  - j. The CONTRACTOR shall free the PCED and its personnel from and against all liability for damages arising from injuries or liabilities to persons or damages to property by any act of omission of the contractor including any and all expenses which may be incurred by PCED and its personnel in the defense of any claim, action or suit.
  - k. Any work that may affect the operation, security and image of the Center shall be coordinated properly with PCED Representative and shall be done in accordance with the Center's approved schedule.
  - l. Cost of rework and restoration or replacement of all damaged properties due to CONTRACTOR'S poor workmanship or negligence shall be borne by the Contractor.
  - m. The CONTRACTOR must submit the list of personnel assigned to the project including their NBI and Barangay clearances before commencing the above scope of works.
  - n. The CONTRACTOR's personnel/workers must wear at all times their company uniform, company ID while working inside the Center.
  - o. All payment and fees as part of testing and commissioning (includes rental of diesel generator, as needed) prior to the final acceptance, including fees assessed by the local government unit and other regulating agency/bureau for the clearances and permit, shall be on account of the CONTRACTOR.
  - p. For the purpose of monitoring the actual progress of the work, three (3) sets of monthly and weekly technical accomplishment reports on the project must be submitted by the CONTRACTOR, with respect to the time schedule and cost for the actual utilization of materials, labor, and equipment including safety measures implemented on the site/project. The reports must be supported by photographs. The reports/document shall serve as basis for the progress billing for approval of the PCED.
  - q. Post-installation documents such as Certificate of Completion, Final Inspection and other related documents as may be required by local government units and/or regulating agencies shall be submitted within thirty (30) working days from the completion of the project.

D. Prohibitions

- a. Smoking shall not be allowed inside the PCED premises.
- b. Drinking liquor of any kind shall not be allowed.
- c. Gambling of any type is strictly prohibited.
- d. Carrying of firearms, knives, blades and other such instruments is strictly prohibited.
- e. Workers are not allowed to stay-in / sleep inside the PCED premises. Contractor will provide the temfacil for workers to stay-in.
- f. No welding works or any similar activities shall be done without approved Hot Work Permit. The Hot Work Permit shall be prepared and signed by the Safety Officer of the Contractor and approved by the authorized representative of PCED.

E. Workmanship

The work throughout shall be executed in the best and most thorough manner to the satisfaction of PCED and its engineers and supervisors who will jointly interpret the meaning of the scope of work and its conditions and shall have the power to reject any work, method of accomplishing every part of work and material used which in their judgment are not in full accordance therewith and are disadvantageous to PCED.

F. Liquidated Damages

In case of delay in the completion period inclusive of duly granted time extensions, if any, the Contractor shall be liable for damages and shall pay PCED for liquidated damages in an amount equivalent to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed services for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the procuring entity shall rescind the award without prejudice to other courses of action and remedies open to it.

G. Warranty

The warranty shall be based on prescribed warranty provisions of the Approved IRR of RA No. 12009.

1. From the time project construction commenced up to final acceptance, the CONTRACTOR shall assume full responsibility for the following:
  - a. Any damage or destruction of the works except those occasioned by force majeure; and
  - b. Safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his construction work.
2. After the completion of the project, there shall be one (1) year warranty/retention or defects liability period for the rectification works by the CONTRACTOR.
  - a. The CONTRACTOR shall undertake the repair works, at his own expense, of any damage to the infrastructure on account of the use of materials of

inferior quality, within ninety (90) days from the time the Head of Procuring Entity (HoPE) has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

3. The warranty against Structural Defects and Failures shall cover the following periods from final acceptance, except those occasioned by force majeure:
  - a. Permanent Structures: Fifteen (15) years
  - b. Semi-Permanent Structures: Five (5) years
  - c. Other Structures: Two (2) years

#### VII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget Cost for the Contract (ABC) is ***Five Million Six Hundred Thousand Pesos (Php5,600,000.00)***, inclusive of applicable taxes and out of pocket expenses.

Note: Inclusive of 12% of VAT and all other charges.

#### VIII. CONTRACT COMPLETION TIME

The contract completion time is ***one hundred twenty (120) calendar days*** upon receipt of the Notice to Proceed.

#### IX. TERMS OF PAYMENT

4. The CONTRACTOR, upon issuance of Notice to Proceed or subsequently upon approval of their written request with a Surety Bond, may be provided with an advance payment as mobilization of the project in an amount equivalent to fifteen (15%), by phase (progress billing), of the total contract price, less VAT and applicable withholding taxes. The following supporting documents must be submitted:
  - a. Copy of PERT/CPM
  - b. Copy of Construction Schedule
  - c. Copy of S-Curve
  - d. Copy of Manpower Schedule
  - e. Copy of Equipment Utilization Schedule
  - f. Copy of Site Inspection Report
  - g. Copy of Preliminary Design Drawings
  - h. Copy of Construction Methods
  - i. Copy of Construction Safety and Health Program (Approved by DOLE)
  - j. Copy of all Risk Insurance
5. The CONTRACTOR shall collect payment on progress billings based on the percentage work accomplishment together with the submission of all the required documents, subject for review and evaluation by the PCED within a reasonable time.

Moreover, the payment shall be subjected to the required Expanded Tax (EWT) or Withholding VAT of twelve percent (12%), a ten percent (10%) retention fund and recoupment of advance payment in the progress billing.

6. The retention fund shall be released only upon issuance of all the Final Inspection and Acceptance Certificate issued by PCED and submission if required Post Construction Documents by the CONTRACTOR.
7. In case the CONTRACTOR incurred liquidated damages, it shall be deducted from the ten percent (10%) retention fund. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract the PCED, end-user any rescind or terminate the contract.

## X. DELIVERABLES

The pertinent documents to be submitted shall be certified true copy, signed and sealed by a licensed Professional (if applicable), but not limited to the following:

- As-Built Plans (size 20" x 30"), duly signed and sealed by professional engineers (7 copies)
  - Electronic file of as-built drawings placed on a USB flash drive (dwg and pdf format)
- Certificate of warranty

## XI. ADDITIONAL NOTES

1. Any clarifications on any part of the General Conditions must be addressed in writing. The response from PCED and its subsequent responses, if any, shall be a part of the General Conditions until the completion of the project or if until otherwise revoked.
2. In case of COVID 19, the CONTRACTOR must follow the minimum public health standard issued by the IATF and DOH. Other guidelines such as DPWH Department Order No. 39 series of 2020 are also in effect. Any updates and guidelines issued by the other government agencies should be closely monitored and the CONTRACTOR should continuously coordinate with PCED for the updates of the released guidelines and the implementation of these guidelines on the project site.
3. If the PCED asks the CONTRACTOR to remove a member of its staff or workforce, for justifiable cause, the CONTRACTOR shall ensure that the person leaves the within seven (7) days and has no further connection with the works in the contract.
4. The CONTRACTOR shall cooperate and share the site with other CONTRACTORS, public authorities, utilities and the PCED between the dates given in the schedule of CONTRACTORS particularly when they shall require access to the site. The CONTRACTOR shall also provide facilities and services for them during this period. The PCED may modify the schedule of other CONTRACTORS and shall notify the CONTRACTOR of any such modifications thereto.

***Section VII. Drawings  
(on a separate sheet)***



## ***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.

| PART A - FACILITIES FOR THE ENGINEER           |   |                 |            |      |        |
|--|---|-----------------|------------|------|--------|
| Pay Item (Number)                              | Description   | Unit Of Measure | Quantity   | Rate | Amount |
| A.1.1 (1)                                      | Construction of Combined Field Office, Laboratory and Living Quarters Building for the Engineer | Lump Sum        |            |      | -      |
| A.1.1 (3)                                      | Construction of Field Office for the Engineer   | Lump Sum        |            |      | -      |
| A.1.3 (2)                                      | Provision of Survey Equipment for the Assistance to the Engineer                                | Lump Sum        |            |      | -      |
| A.1.3 (3)                                      | Provision of Survey Personnel for the Assistance to the Engineer                                | Months          |            |      | -      |
| A.1.4 (1)                                      | Provision of Progress Photographs   | Months          |            |      | -      |
| A.1.5 (1)                                      | Provision of Communication Facility/Equipment for the Engineer                                  | Lump Sum        |            |      | -      |
| SUB-TOTAL PART A - FACILITIES FOR THE ENGINEER |   |                 |            |      | -      |
| PART B - OTHER GENERAL REQUIREMENTS            |   |                 |            |      |        |
| Pay Item (Number)                              | Description   | Unit Of Measure | Quantities |      |        |
| B.3 (1)  | Permits and Clearances  | Lump Sum        |            |      | -      |
| B.4 (7)  | Grade finishing stakes  | Lump Sum        |            |      | -      |
| B.7 (1)  | Occupational Safety and Health  | Lump Sum        |            |      | -      |
| B.9 (1)  | Mobilization/Demobilization   | Lump Sum        |            |      | -      |
| B.15 (2)                                       | Restoration   | Lump sum        |            |      | -      |
| B.19 (3)                                       | Sampling, Testing and Reports   | Lump Sum        |            |      | -      |
| B.22 (1)                                       | Support Equipment   | Lump Sum        |            |      | -      |
| B.24 (1)                                       | General scaffolding and shoring and Netting   | Lump Sum        |            |      | -      |
| B.26 (11)                                      | Signages  | Lump Sum        |            |      | -      |
| SUB-TOTAL PART B - OTHER GENERAL REQUIREMENTS  |   |                 |            |      | -      |
| DIVISION I – GENERAL                           |   |                 |            |      |        |
| PART C - EARTHWORK                             |   |                 |            |      |        |
| ITEM 800 – CLEARING AND GRUBBING               |   |                 |            |      |        |
| Pay Item (Number)                              | Description   | Unit Of Measure | Quantities | Rate | Amount |
| 800 (1)  | Enabling Works  | Square Meter    |            |      | -      |

| ITEM 803 – STRUCTURE EXCAVATION     |  |                 |            |      |        |
|-------------------------------------|--|-----------------|------------|------|--------|
| Pay Item (Number)                   | Description                              | Unit Of Measure | Quantities | Rate | Amount |
| 803 (1)                             | Structure Excavation                     | Cubic Meter     |            |      | -      |
| 803 (6)                             | Disposal                                 | Cubic Meter     |            |      | -      |
|                                     |  |                 |            |      |        |
| ITEM 804 – EMBANKMENT               |  |                 |            |      |        |
| Pay Item (Number)                   | Description                              | Unit Of Measure | Quantities | Rate | Amount |
| 804 (7)                             | 50mm thk                                 | Cubic Meter     |            |      | -      |
|                                     | SUB-TOTAL PART C - EARTHWORKS            |                 |            |      | -      |
| PART D – REINFORCED CONCRETE        |  |                 |            |      |        |
| ITEM 900 – STRUCTURAL CONCRETE      |  |                 |            |      |        |
| Pay Item (Number)                   | Description                              | Unit Of Measure | Quantities | Rate | Amount |
|                                     | Structural Concrete                      |                 |            |      |        |
|                                     | 4000 psi                                 |                 |            |      |        |
| 900 (1)                             | foundation                               | Cubic Meter     |            |      | -      |
| 900 (1)                             | column                                   | Cubic Meter     |            |      | -      |
| 900 (1)                             | walls                                    | Cubic Meter     |            |      | -      |
| 900 (1)                             | suspended slab                           | Cubic Meter     |            |      | -      |
|                                     | Steel Decking                            |                 |            |      |        |
| 900 (1)                             | 1.2mm thl                                | Square Meter    |            |      | -      |
| ITEM 902 - REINFORCING STEEL        |  |                 |            |      |        |
| Pay Item (Number)                   | Description                              | Unit Of Measure | Quantities | Rate | Amount |
| 902 (1)                             | Reinforcing Steel (Deformed)             |                 |            |      |        |
|                                     | Grade 40                                 |                 |            |      |        |
|                                     | to columns                               |                 |            |      |        |
|                                     | Links                                    |                 |            |      |        |
| 902 (1)                             | 10mm diameter                            | Kilogram        |            |      | -      |
| 902 (1)                             | Reinforcing Steel (Deformed)             |                 |            |      |        |
|                                     | Grade 60                                 |                 |            |      |        |
|                                     | to foundation                            |                 |            |      |        |
| 902 (1)                             | 12mm diameter                            | Kilogram        |            |      | -      |
|                                     | to columns                               |                 |            |      |        |
| 902 (1)                             | 12mm diameter                            | Kilogram        |            |      | -      |
|                                     | to walls                                 |                 |            |      |        |
| 902 (1)                             | 20mm diameter                            | Kilogram        |            |      | -      |
|                                     | to suspended slabs                       |                 |            |      |        |
| 902 (1)                             | 16mm diameter                            | Kilogram        |            |      | -      |
|                                     |  |                 |            |      |        |
|                                     |  |                 |            |      |        |
| ITEM 903 – FORMWORKS AND FALSEWORKS |  |                 |            |      |        |
| Pay Item (Number)                   | Description                              | Unit Of Measure | Quantities | Rate | Amount |
|                                     | Formworks and Falseworks                 |                 |            |      |        |
| 903 (2)                             | to foundation                            | Square Meter    |            |      | -      |
| 903 (2)                             | to columns                               | Square Meter    |            |      | -      |
| 903 (2)                             | to walls                                 | Square Meter    |            |      | -      |
| 903 (2)                             | to suspended slabs                       | Square Meter    |            |      | -      |
|                                     | SUB-TOTAL - PART D – REINFORCED CONCRETE |                 |            |      | -      |

| DIVISION II – BUILDINGS   |  |                 |            |  |  |   |
|---|--|-----------------|------------|--|--|---|
| PART E – FINISHING AND OTHER CIVIL WORKS  |  |                 |            |  |  |   |
| ITEM 1047 – METAL STRUCTURES  |  |                 |            |  |  |   |
| Pay Item<br>(Number)  | Description  | Unit Of Measure | Quantities |  |  |   |
|   | Metal Structure Accessories                          |                 |            |  |  |   |
| 1047 (6)  | Structural Steel                                     |                 |            |  |  |   |
|   | Column   |                 |            |  |  |   |
| 1047 (6)  | W10 x 49   | Kilogram        |            |  |  | - |
|   | Beams  |                 |            |  |  |   |
| 1047 (6)  | W12 x 30   | Kilogram        |            |  |  | - |
|   | base plate   |                 |            |  |  |   |
| 1047 (6)  | 400mm x 400mm x 16mm thk                             | Kilogram        |            |  |  | - |
|   | stiffener plate                                      |                 |            |  |  |   |
| 1047 (6)  | 250mm x 250mm x 10mm thk                             | Kilogram        |            |  |  | - |
| 1047 (6)  | 200mm x 100mm x 12mm thk                             | Kilogram        |            |  |  | - |
| 1047 (6)  | 200mm x 300mm x 12mm thk                             | Kilogram        |            |  |  | - |
|   | anchor bolts   |                 |            |  |  |   |
| 1047 (6)  | 20mm dia x 400mm diameter long                       | Piece           |            |  |  | - |
|   | expansion bolts                                      |                 |            |  |  |   |
| 1047 (6)  | 16mm diameter x 150mm diameter long                  | Piece           |            |  |  | - |
|   |  |                 |            |  |  |   |
| SUB-TOTAL - PART E – FINISHING AND OTHER CIVIL WORKS  |  |                 |            |  |  | - |
| ITEM 1050 – NON-SHRINK GROUT  |  |                 |            |  |  |   |
| *Non-shrink grout shall not be measured and paid for separately, but the cost thereof shall be considered as included in the contract unit price of the items where called for. |  |                 |            |  |  |   |
|   |  |                 |            |  |  |   |
| SUMMARY   |  |                 |            |  |  |   |
|   | SUB-TOTAL PART A - FACILITIES FOR THE ENGINEER       |                 |            |  |  | - |
|   | SUB-TOTAL PART B - OTHER GENERAL REQUIREMENTS        |                 |            |  |  | - |
|   | SUB-TOTAL PART C - EARTHWORKS                        |                 |            |  |  | - |
|   | SUB-TOTAL - PART D – REINFORCED CONCRETE             |                 |            |  |  | - |
|   | SUB-TOTAL - PART E – FINISHING AND OTHER CIVIL WORKS |                 |            |  |  | - |
|   |  |                 |            |  |  |   |

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

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

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (g) Philippine Contractors Accreditation Board (PCAB) License **or** Special PCAB License in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- (i) Project Requirements, which shall include the following:
  - 1. Organizational chart for the contract to be bid;
  - 2. 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;
  - 3. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a

corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

- (k) Bid Bulletin (if applicable)
- (l) Certificate of Site Inspection

**Financial Documents**

- (m) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission (2023 and 2024); **and**
- (n) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

***Class "B" Documents***

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

**Other documentary requirements under RA No. 9184**

- (q) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (r) 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; **and**
- (s) Cash Flow by Quarter.

## ***Bidding Forms***

LIST OF ALL ONGOING CONTRACTS

STATEMENT OF SLCC

BID SECURING DECLARATION

ORGANIZATION CHART

LIST OF CONTRACTOR'S KEY PERSONNEL

LIST OF EQUIPMENT

OMNIBUS SWORN STATEMENT

    Authority of Signatory (Secretary' Cert.)

    Authority of Signatory (SPA)

NFCC

BID FORM



**List of all Ongoing Government & Private Contracts including contracts awarded but not yet started**

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

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

Note: This statement shall be supported with:

- 1 Notice of Award and/or Contract; or
- 2 Notice to Proceed issued by the owner

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

Statement of Single Largest Completed Contracts (SLCC) in the last five (5) years

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

| Name of Contract | d. Owner Name<br>e. Address<br>f. Telephone Nos. | Nature of Work | Contractor's Role |   | d. Amount at Award<br>e. Amount at Completion<br>f. Duration | a. Date Awarded<br>b. Contract Effectivity<br>c. Date Completed |
|------------------|--|----------------|-------------------|---|--|---|
|                  |  |                | Description       | % |  |   |
| Government       |  |                |                   |   |  |   |
|                  |  |                |                   |   |  |   |
|                  |  |                |                   |   |  |   |
|                  |  |                |                   |   |  |   |
|                  |  |                |                   |   |  |   |
|                  |  |                |                   |   |  |   |
|                  |  |                |                   |   |  |   |
|                  |  |                |                   |   |  |   |
| Private          |  |                |                   |   |  |   |
|                  |  |                |                   |   |  |   |
|                  |  |                |                   |   |  |   |
|                  |  |                |                   |   |  |   |

Note: This statement shall be supported with:  
1 End-user's Acceptance; or  
2 Official Receipt(s) issued for the Contract

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

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

X-----X

**BID-SECURING DECLARATION**

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration within fifteen (15) from the receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Section 52.1(b), 63.2, 69.1 and 92 of the Approved IRR of RA No. 12009, without prejudice to other legal action the government may undertake.
1. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

***[Insert NAME OF BIDDER'S  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant***

***[Jurat]***

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

### **Contractor's Organizational Chart for the Contract**

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman and other Key Engineering Personnel.

Attached the required Proposed Organizational Chart for the contract as stated above

**KEY PERSONNEL  
(FORMAT OF BIO-DATA)**

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

- Authorized Managing Officer / Representative
- Sustained Technical Employee

1. Name : \_\_\_\_\_
2. Date of Birth : \_\_\_\_\_
3. Nationality : \_\_\_\_\_
4. Education and Degrees : \_\_\_\_\_
5. Specialty : \_\_\_\_\_
6. Registration : \_\_\_\_\_
7. Length of Service with the Firm : \_\_\_\_\_ Year from \_\_\_\_\_ (months) \_\_\_\_\_ (year)  
To \_\_\_\_\_ (months) \_\_\_\_\_ (year)

8. Years of Experience : \_\_\_\_\_
9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s), if necessary:

| <u>Name and Address of Employer</u> | <u>Length of Service</u>          |
|-------------------------------------|-----------------------------------|
| _____                               | _____ year(s) from _____ to _____ |
| _____                               | _____ year(s) from _____ to _____ |
| _____                               | _____ year(s) from _____ to _____ |

10. Experience:  
This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

1. Name : \_\_\_\_\_
2. Name and Address of Owner : \_\_\_\_\_
3. Name and Address of the  
Owner's Engineer : \_\_\_\_\_  
(Consultant)
4. Indicate the Features of Project  
(particulars of the project  
components and any other particular  
interest connected with the project): \_\_\_\_\_

5. Contract Amount Expressed in Philippine Currency : \_\_\_\_\_
6. Position : \_\_\_\_\_
7. Structures for which the employee was responsible : \_\_\_\_\_
8. Assignment Period : from \_\_\_\_\_(months) \_\_\_\_\_(years)  
: to \_\_\_\_\_(months) \_\_\_\_\_(years)

\_\_\_\_\_  
Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

\_\_\_\_\_  
(Place and Date)

\_\_\_\_\_  
(The Authorized Representative)

List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract

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

| Description                  | Model/Year | Capacity /<br>Performance / Size | Plate No. | Motor No. /<br>Body No. | Location | Condition | Proof of<br>Ownership /<br>Lessor or Vendor |
|------------------------------|------------|----------------------------------|-----------|-------------------------|----------|-----------|---|
| A. Owned                     |            |                                  |           |                         |          |           |   |
| i.                           |            |                                  |           |                         |          |           |   |
| ii.                          |            |                                  |           |                         |          |           |   |
| iii.                         |            |                                  |           |                         |          |           |   |
| iv.                          |            |                                  |           |                         |          |           |   |
| v.                           |            |                                  |           |                         |          |           |   |
|                              |            |                                  |           |                         |          |           |   |
| B. Leased                    |            |                                  |           |                         |          |           |   |
| i.                           |            |                                  |           |                         |          |           |   |
| ii.                          |            |                                  |           |                         |          |           |   |
| iii.                         |            |                                  |           |                         |          |           |   |
| iv.                          |            |                                  |           |                         |          |           |   |
| v.                           |            |                                  |           |                         |          |           |   |
|                              |            |                                  |           |                         |          |           |   |
| C. Under Purchase Agreements |            |                                  |           |                         |          |           |   |
| i.                           |            |                                  |           |                         |          |           |   |
| ii.                          |            |                                  |           |                         |          |           |   |
| iii.                         |            |                                  |           |                         |          |           |   |
| iv.                          |            |                                  |           |                         |          |           |   |
| v.                           |            |                                  |           |                         |          |           |   |

List of minimum equipment required for the project:

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

## Omnibus Sworn Statement

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

### AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

*If a sole proprietorship:* I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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



affinity up to the third civil degree;

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]

[Insert signatory's legal capacity]  
Affiant

**[Jurat]**

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

**AUTHORITY OF SIGNATORY**  
**SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_, a duly elected and qualified Corporate Secretary of \_\_\_\_\_ (Name of the Bidder), a corporation duly organized and existing under and by virtue of the law of the \_\_\_\_\_, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ at which meeting a quorum was present and acting throughout, the

following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that \_\_\_\_\_ (Name of the Bidder) be, as it hereby is, authorized to participate in the bidding of \_\_\_\_\_ (Name of the Contract) \_\_\_\_\_ by the \_\_\_\_\_ (Name of the Procuring Entity); and that if

awarded the Contract shall enter into a contract with the \_\_\_\_\_ (Name of the Procuring Entity); and in connection therewith hereby appoints \_\_\_\_\_ (Name of Representative), acting as duly authorized and designated representatives of \_\_\_\_\_ (Name of the Bidder), and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ (Name of the Bidder) in the bidding as fully and effectively as the \_\_\_\_\_ (Name of the Bidder) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the Board hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the \_\_\_\_\_ (Name of the Bidder) hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the \_\_\_\_\_ (Name of the Bidder) shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this Contract to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this \_\_\_\_\_.

\_\_\_\_\_  
(Corporate Secretary)

## ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 December 20\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**AUTHORITY OF SIGNATORY**  
**SPECIAL POWER OF ATTORNEY**

I, \_\_\_\_\_, President of \_\_\_\_\_, a corporation incorporated under the laws of \_\_\_\_\_ with its registered office at \_\_\_\_\_, by virtue of Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, has made, constituted and appointed \_\_\_\_\_ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent \_\_\_\_\_ in the bidding of \_\_\_\_\_ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

Signed in the Presence of:

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY )SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

| <u>NAME</u> | <u>CTC NO.</u> | <u>ISSUED AT/ON</u> |
|-------------|----------------|---------------------|
| _____       | _____          | _____               |
| _____       | _____          | _____               |

known to me and known to be the same person who executed the foregoing instrument consisting of \_\_\_\_\_ ( ) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

Notary Public  
Until 31 December 20\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

## FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

|    |  | Year 20 |
|----|--|---------|
| 1. | Total Assets                                   |         |
| 2. | Current Assets                                 |         |
| 3. | Total Liabilities                              |         |
| 4. | Current Liabilities                            |         |
| 5. | Total Net Worth (1-3)                          |         |
| 6. | Current Net Worth or Net Working Capital (2-4) |         |

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [Current Asset – Current Liabilities] (15) minus value of all outstanding works or uncompleted portions of the project under ongoing contracts including, awarded contracts yet to be started coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR

Submitted by:

\_\_\_\_\_  
Name of Firm / Contractor

\_\_\_\_\_  
Signature of Authorized Representative

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

**NOTE:**

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

## Bid Form

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

Project Identification No: \_\_\_\_\_

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the PBDs;
- (c) The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- (d) The discounts offered and the methodology for their application are: *[insert information]*;
- (e) The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates;
- (f) Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- (g) If our Bid accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines for this purpose;
- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (i) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (j) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (k) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[Name of Project]* of the *[Name of the Procuring Entity]*.
- (l) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

