PHILIPPINE BIDDING DOCUMENTS



Public Bidding for the Proposed Establishment of Emergency Operation Center (EOC) at Inzo Arnaldo Village, Brgy. Inzo, Roxas City under ITB No. RC-2023-006i

Government of the Republic of the Philippines

Sixth Edition July 2020

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

- **BIR** Bureau of Internal Revenue.
- **BSP** Bangko Sentral ng Pilipinas.
- **CDA –** Cooperative Development Authority.

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

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

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

- **CPI –** Consumer Price Index.
- **DOLE –** Department of Labor and Employment.
- **DTI** Department of Trade and Industry.

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

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

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

GOP – Government of the Philippines.

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

- **LGUs –** Local Government Units.
- NFCC Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

- **PSA –** Philippine Statistics Authority.
- **SEC –** Securities and Exchange Commission.
- **SLCC –** Single Largest Completed Contract.
- **UN –** United Nations.

Section I. Invitation to Bid



Republic of the Philippines CITY OF ROXAS City Hall, Roxas City 5800 (036) 620-5220

BIDS AND AWARDS COMMITTEE OFFICE

Invitation to Bid for

Public Bidding for the Proposed Establishment of Emergency Operation Center (EOC) at Inzo Arnaldo Village, Brgy. Inzo, Roxas City under ITB No. RC-2023-006i

- The Roxas City Government, through the GOP-2023 intends to apply the sum of Sixteen Million Five Hundred Sixty-nine Thousand Three Hundred Ninety-four Pesos and 36/100 (16,569,394.36) being the Approved Budget for the Contract (ABC) to payments under the contract for Public Bidding for the Proposed Establishment of Emergency Operation Center (EOC) at Inzo Arnaldo Village, Brgy. Inzo, Roxas City under ITB No. RC-2023-006i. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- The Roxas City Government now invites bids for the above Procurement Project. Completion of the Works is required Three Hundred Seventy-five (375) 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 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from *Roxas City Government* and inspect the Bidding Documents at the address given below from *8:00 a.m.* to 5:00 p.m.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on August 31, 2023 to September 19, 2023 from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twentyfive Thousand Pesos (Php25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.
- The Roxas City Government will hold a Pre-Bid Conference on September 7, 2023, 2:00 p.m., at 2nd Floor – Conference Room, City Mayor's Office, Roxas City Government, which shall be open to prospective bidders.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **September 19, 2023** at **9:00 a.m.** Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
- 9. Bid opening shall be on **September 19, 2023** at **10:00 a.m.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *Roxas City Government* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Megan G. Barrientos Head, BAC Secretariat Arzobispo St., Roxas City bacroxascity19@gmail.com (036) 620-5220

12. You may visit the following websites:

For downloading of Bidding Documents: *PhilGEPS.gov.ph http://roxascity.gov.ph*

August 31, 2023

LORIE BELLE O. USISON

BAC Chairperson

1. Scope of Bid

The Procuring Entity, *Roxas City Government* invites Bids for *Public Bidding* for the Proposed Establishment of Emergency Operation Center (EOC) at Inzo Arnaldo Village, Brgy. Inzo, Roxas City under ITB No. RC-2023-006i.

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 GOP-2023 in the amount of **Sixteen Million Five Hundred Sixty-nine Thousand Three Hundred Ninety-four Pesos and 36/100** (16,569,394.36).
- 2.2. The source of funding is:

LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

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

8. **Pre-Bid Conference**

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall

be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

14.2. Payment of the contract price shall be made in: 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 until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post Qualification

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

21. Signing of the Contract

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

Bid Data Sheet

| ITB Clause | | | | |
|--|--|--|--|--|
| 5.2 | For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: | | | |
| | 1. Construction / Establishment of Emergency Operation Center (EOC) | | | |
| 7.1 | Sub-contracting is not allowed. | | | |
| 10.3 | No further instructions | | | |
| 10.4 The key personnel must meet the required minimum set below: | | | num years of experience | |
| | Key Personnel | General | Relevant | |
| | | Experience | Experience | |
| | Site Foreman | 1 year | 1 year | |
| | Laborer | 1 year | 1 year | |
| | Carpenter | 1 year | 1 year | |
| | Mason | 1 year | 1 year | |
| | Painter | 1 year | 1 year | |
| 10.5 | The minimum major equipment requirements are the following: None | | | |
| 12 | Alternate Bids shall not be accepted. | | | |
| 15.1 | The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; | | | |
| | b. The amount of not less than 5% of the ABC, if bid security is in Surety Bond. | | | |
| 19.2 | Partial bids are not allowed. | | | |
| 20 | No further instructions | | | |
| 21 | Additional contract docum required by existing law construction schedule and methods, equipment utilizat | s and/or the Proc S-curve, manpower | uring Entity, such as schedule, construction | |

| program approved by the DOLE, and other acceptable tools of project scheduling. |
|---|
| |

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

- 3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 2 | No further instructions |
| 4.1 | No further instructions |
| 6 | No further instructions |
| 7.2 | In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years. |
| 10 | No dayworks are applicable to the contract. |
| 11.1 | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>10 calendar</i> days from receipt of the Notice of Award. |
| 11.2 | No further instructions |
| 13 | The amount of the advance payment is 15% of the total contract price and schedule of payment. |
| 14 | No further instructions |
| 15.1 | The date by which operating and maintenance manuals are required is on the day of acceptance of the finished project The date by which "as built" drawings are required prior to acceptance of the finished project. |
| 15.2 | No further instructions |

Section VI. Specifications

DIVISION 1.0 GENERAL CONDITION AND SCOPE OF WORK

Specifications, on the other hand are used to describe the materials, construction techniques; samples, shop drawings, guarantees and other contract requirements. Together, the drawings and the specifications are used to inform the Contractor.

OTHER GENERAL REQUIREMENTS

The location, dimensions and layout of such buildings and places shall be subject to the approval of the Engineer. The Contractor shall not be permitted to erect temporary buildings or structures on the site without the specific permission in writing of the Engineer including approval of the dimensions of such buildings or structures. Before the commencement of the period of Warranty, the Contractor shall fence of the Contractor's store area from the rest of the Sile. By the end of the Period of Warranty, the Contractor shall remove this fence and all buildings shall be cleared and the area shall be graded as required by the Engineer.

DIVISION 2.0 PREPARATION OF SITE

2.1 Site Cleaning

2.2 This item shall consist of clearing, grubbing, removing and disposing all debris as designated in the Contract, except those objects that are designated to remain in place or are to be removed in consonance with other provisions of this Specification. The building shall be staked out and all the grade shown on the plans or specified by Architect and verified on site be established before any excavation is staked.

2.3 Excavation

All excavation for footings and foundation shall conform to the depth requirements as shown the attached plans.

DIVISION 3.0 CONCRETE AND REINFORCED CONCRETE

3.1 Materials

Portland cement used shall conform to the Standard Specification (ASTM) Designation C 150, latest revision for Type I Portland Cement.

For concrete aggregates, well grade, clean, hard particles of gravel or crushed rocks conforming to the Standard Specification for concrete aggregate (ASTM Designation C-33 latest revision). Water shall be clean and free from in furious amounts of soil, acids, alcali, organic materials and other deleterious

substances. Reinforcing bars to be used shall be new and free from rust, oil, grease or kinds. All shall conform to the specification and design of the structural engineer as shown on plans.

3.2 Curing Concrete

Curing concrete is done by keeping concrete moist continuously for at least one week after placing. Floors and vertical surface is sprayed with an approved preparation to retard the evaporation of water provided such spraying is not objectionable because of subsequent finish. Begin curing as soon as concrete has attained initial set?

Immediately after pouring, protect surfaces not covered by forms from loss of moisture for at least 7 days. This can be done by covering the surface with moist retaining sand or the layer of cement paper bags.

Execute water-pouring process by continuously spraying the concrete surface or by pouring.

All concrete work shall be done in accordance with the Specifications for concrete adopted by the Department of Public Works and highways.

DIVISION 4.0 CONCRETE HOLLOW BLOCKS AND WALL PANELLING

4.1 Non-Load Bearing Blocks

For wall partitions shown in the drawing as requiring concrete hollow blocks, use any approved locally made equivalent. 4.2 Mortar

Lay all units with mortar composed of one [1] part Portland cement, and four (4) parts sand mortar. Unless otherwise specified on detailed plan, horizontal and vertical joints must be 10 millimeters thick. Fill joints from the face of the blocks to the depth of the face pointing where necessary to completely fill the joints. Reinforcements of 9 millimeters rounded bars at every third course for every 150 millimeters walls.

4.3 Reinforcing Steel

Bar reinforcement for concrete shall conform to the requirements of the Specifications for Billet Steel Bars for concrete reinforcements.

Place all steel reinforcement accurately in the positions shown on the drawings. Reinforcements to CHB indicated or specified on the structural plans governs over the reinforcements specified herein. DIVISION 6.0 ROOFING

6.1 Pre-painted Roofing

Use locally manufactured pre-painted long span roofing by DN Steel, or other of the same quality. Except otherwise noted on plans

For ridge rolls, valleys, flashing and similar items required to complete the roofing installation, use plain galvanized iron, cut and formed in accordance with the Architect's details shown. Rivets to be used shall be blind rivets.

Roofing nails, washers, bolts, screw and nails shall be of Aluminum plated steel of appropriate size, type and gauge for the purpose

6.2 Roof Drains

All roof drains of the buildings are to be made of polyvinyl chloride (PVC) pipe, dimensions as indicated in the plans and installed in locations indicated in the plans. **DIVISION 8.0 FINISHES**

8.1 Plaster Finish

Where indicated on drawings, surfaces shall be plaster finish, the finish coat being trowelled to provide a fine sand float finish.

Plastered walls shall include all vertical surfaces, plastered jambs, and recesses, drop panel screen, etc., heads on windows and doors. Plaster on walls shall be carried to floor between grounds or base screed and other fixed equipment unless indicated otherwise.

8.2 Tile Works

8.2.1 Installation

All marble tiles shall be set in full mortar bed with all joints plumb and to indicate heights mortar bed for floor tiling shall be spread until the surface is level or sloped for drainage and as large an area that can be tiled before the mortar has reached initial setting shall be plumb. The back of all tiles shall be covered with mortar to make the bed full and even. All titles shall be scaled in water for 24 hours before laying. At completion of the works, clean cut joints between tiles of excess adhesive and finish with cement paste.

8.2.2 Concrete floor shall be smooth-trowelled finish

DIVISION 9.0 PAINTING WORK

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colors are to be selected or approved by the Owner. Materials necessary to complete the painting and finishing schedule are specified in these specifications are standards for kind, quality and function.

Application Procedures:

- 1.0 Exterior Walls -Plaster Finish
 - Semi-gloss Latex type
 - Three (3) coats
- 2.0 Interior walls -Plaster Finish Semi-gloss Finish (Latex type)
 - Two (2) Coats
 - 100 (2) Cou
- 3.0 Ceiling (Hardeflix board) & Exterior Ceiling
 - Latex type
 - Two (3) Coats

9.2 Preparation of Surfaces

A. Concrète and Masonry

Remove all loose grit, mortar, dust, dirt, grease, oil and any other foreign matter. Treat new masonry with Concrete Neutralizers by mixing 473.12 ml to 10 liter of water. Allow solution to dry overnight before rinsing with water to remove white residue.

B. Galvanized Iron

Clean thoroughly to remove dust, foreign matter, oil or grease by solvent light and glossy finish of new galvanized iron, clean thoroughly and then apply direct Roof Saver.

9.3 Workmanship

- A. All paints and other coating shall be mixed and applied strictly in accordance with the manufacturer's instructions.
- B. Wood trim shall be back-printed installation. Door & window edges shall be finishing after final fitting. Interior of cabinets are to be finished in the same manner as the exterior unless otherwise specified.
- C. All matters shall be applied evenly with proper file thickness and free from run sags, skins and other defects. Enamel shall be sand tightly between coats, dusted and cleaned before recoating.
- D. All works shall be done under favorable weather conditions or the work shall be suitably protected from the weather.

DIVISION 10.0 PLUMBING WORKS

10.1 Materials

All materials bear the trademarks reference of the manufacturer.

A. Soil, Waste, Vent Pipes & Fitting -

Shall be made of ordinary polyvinyl chloride (uPVC), size indicated in the drawings.

- B. Water Pipes & Fittings -
 - Shall be Atlanta Blue Pipe or its approved equal.
- C. Cleanouts -

Shall be the same as the pipe diameter installed in connection with PVC hubs and spigot pipe consist of a long sweep quarter extended as indicated in the drawings.

- D. Floor Drains -
 - Shall be cast iron nickle or chrome plated or approved equal, locally manufactured.
- E. Gate Valves-

Shall be brass or bronze solid wedge type with screw ends.

F. Hose Bibb -

Shall be brass with male inlet threads hexagonal shoulders and hose connection. Hose and faucet shall be the approved type, locally manufactured.

G. Plumbing Fixtures & Equipment -

Water Closets - shall be Royal Tern or its equivalent.

Lavatory - shall be Royal Tern or its equivalent.

Traps - every fixture and other equipment requiring connections to the drainage system shall equip with a trap. Traps specified shall supply with fixtures.

10.2 Installation and Connection

A. Sewer pipes and Vent pipes

Horizontal soil and water pipes shall be given a grade of 20 mm per 100 meter where possible, but in no cases less than 10 mm per 100 meter. Where practicable, a vent shall be connected and extended as one pipe through the roof. Vertical vent pipes may be connected main vent riser above vented fixtures. Horizontal waste lines receiving the discharge from two or more fixtures shall be provided with vents unless separate venting of fixtures is noted.

B. Fittings

PVC pipes shall be used in all exterior and in house sewer pipes unless the drawings indicate otherwise. Changes in pipe size on soil, waste and drain lines shall be made with the reducing fittings or recessed reducers. All changes in direction shall be made by appropriate wynes and bends except that sanitary tees may use on vertical stacks. And short quarter bends or elbows may be used in soil and waste lines where the change in direction of low from the horizontal to vertical and on the discharge from water closets. Fittings shall be of the same materials used for piping.

- C. Every water closet and lavatory shall have a separate shut off valve.
- D. Catch basin shall be constructed of 4" thick CHB concrete and shall conform in size, shapes, materials and other respects to the details shown on the drawings. Catch basin covers shall be set with their tops conforming accurately to the grade of the pavement. Finished ground surface or other level as shown on the drawings.

DIVISION 11.0 ELECTRICAL WORKS

11.1 Materials

All materials shall be new and of high quality which shall conform to the specifications of other applicable standards.

All electrical materials shall meet the specification and shall bear the inspection label whenever standards have been established.

11.2 Wires

- A. All wires shall be copper, soft drawn and concealed and of ninety eight percent (98%) conductivity, they shall be smooth and true and of cylindrical form.
- B. Wires for lighting system shall be insulated for 600 volts. Type TW unless otherwise noted on the drawings or specified herein.
- C. All wires shall comply with the requirements of the underwriter's laboratories, the ASTM and the IPCEA as they apply to the particular usage.
- D. For lighting system no wire smaller than #14 shall be used.
- E. All wires shall be locally manufactured by Volta or approved equal.

11.3 Receptacles

Wall receptacles shall be for flush mounting, duplex, rated at 10 amperes, 230 volts, and 2 phases. Ceiling receptacles outlet shall be porcelain to fit 50 mm (2 inches) octagon box.

11.4 Plates

All switches and receptacle plates shall be of Veto Brand as directed by the Owner.

11.5 Panel Board

Lighting panel shall be enclosed in hinged metal box or cabinet to suit the size and rating to prevent the entrance of water and ampering by authorized persons.

11.6 Wail Switches

Wall switches shall be rated 5 amperes with voltage rating as required, and shall be tumbler operation and the color plating and appearance of wall plates shall be as selected by the Owner. Switches shall be as manufactured by "Veto" or approved equal.

11.7 Raceways

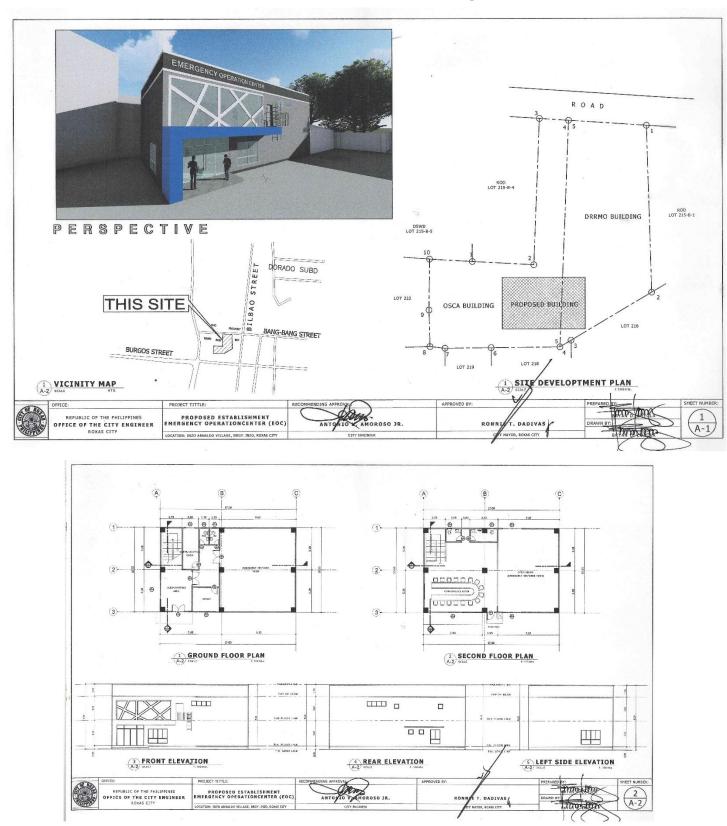
- A. Polyvinyl Chloride (PVC) conduit or 1ts equivalent shall be used on all installations embedded on concrete and concealed in wood ceilings or walls, PVC conduits or flexible pipes may be buried directly in earth provided the depth shall be no less than 457 mm (18"), PVC conduit shall be schedule 40.
- 8. No conduct shall be used in any system smaller than 12 mm (1/2") electrical trade size.

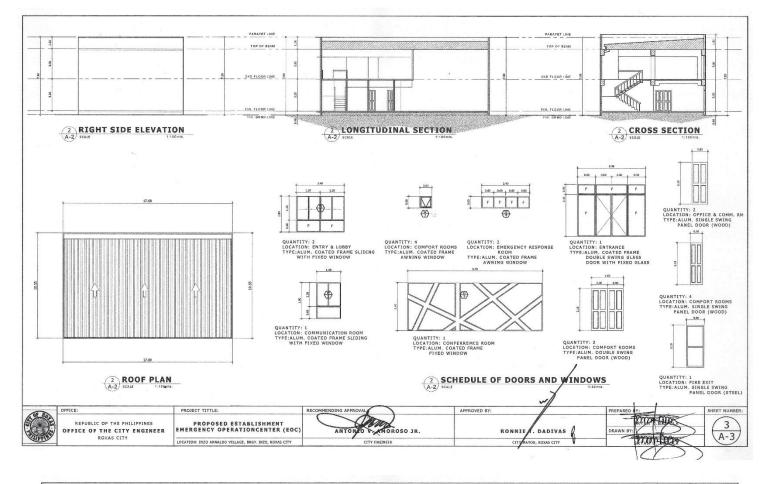
11.7 Lighting System

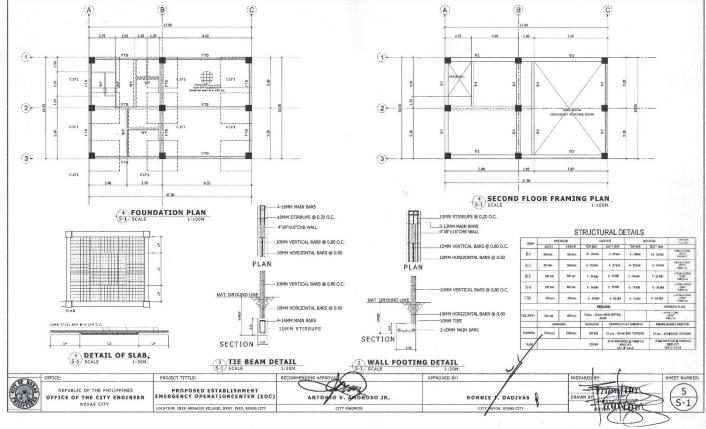
- A. The lighting system shall be complete in every respect as indicated in the drawings specified.
- Mounting heights of devises shall be detailed on the drawings as follows;

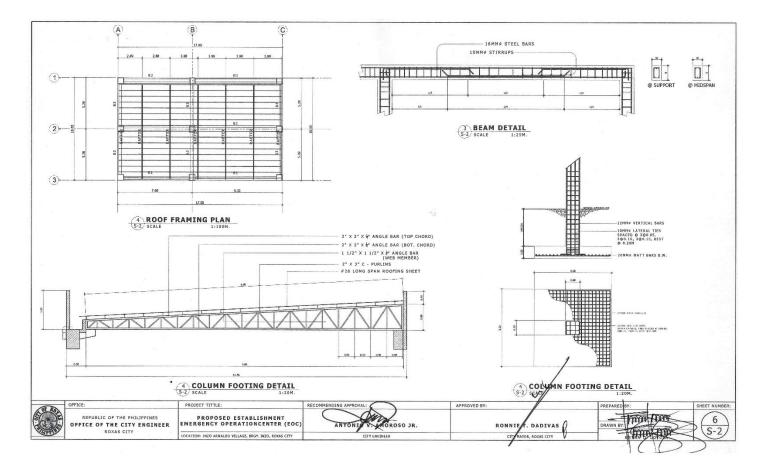
Lighting Switches 1.40 m above finished floor Convenience Outlet 0.30 m above finished floor

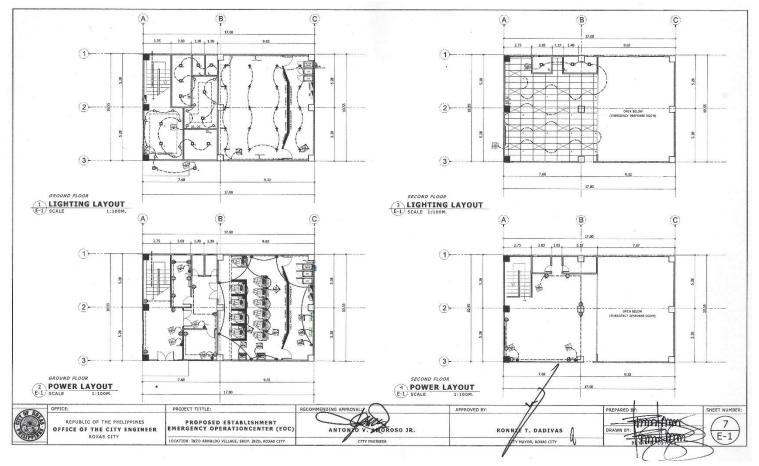
Section VII. Drawings

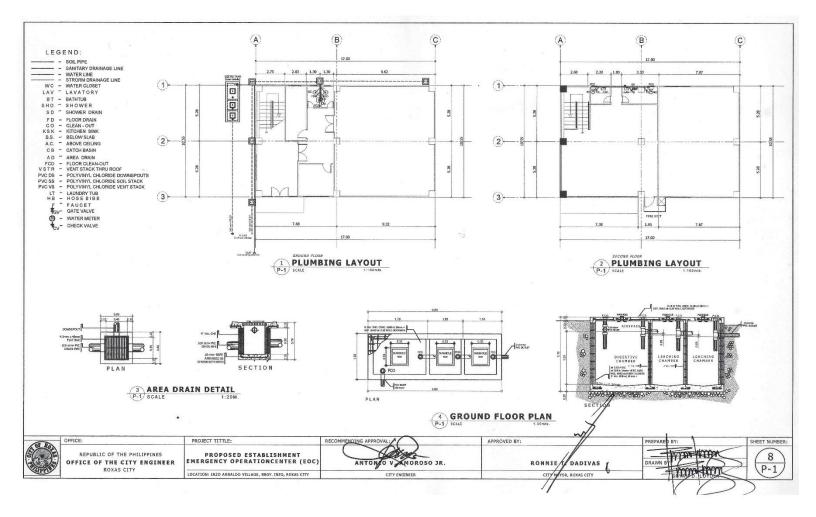












Section VIII. Bill of Quantities

Public Bidding for the Proposed Establishment of Emergency Operation Center (EOC) at Inzo Arnaldo Village, Brgy. Inzo, Roxas City under ITB No. RC-2023-006i

| ltem No. | Item Description | UOM | QTY | Unit Cost | Total Cost |
|-------------|------------------------------|------|--------|-----------|------------|
| 1 | MOBILIZATION / DEMOLITION | SQ.M | 140 | | |
| 2 | EXCAVATION CONCRETE WORKS | SQ.M | 140 | | |
| 3 | A. COLUMN FOOTING | SQ.M | 92.16 | | |
| 4 | B. TIE BEAM | SQ.M | 22.11 | | |
| 5 | C. WALL FOOTING | SQ.M | 8.10 | | |
| 6 | D. COLUMNS | SQ.M | 42.66 | | |
| 7 | E. SECOND FLOOR BEAM | SQ.M | 25.02 | | |
| 8 | F. ROOF BEAM | SQ.M | 25.02 | | |
| 9 | G. GROUND FLOOR SLAB | SQ.M | 179.35 | | |
| 10 | H. SECOND FLOOR SLAB | SQ.M | 98.43 | | |
| 11 | ROOFING WORKS | SQ.M | 185.94 | | |
| 12 | MASONRY AND STAIRS | SQ.M | 104.94 | | |
| 13 | DOORS AND WINDOW | SQ.M | 61.14 | | |
| 14 | PAINTING WORKS | SQ.M | 155.50 | | |
| 15 | CARPENTRY WORKS | SQ.M | 290.84 | | |
| 16 | ELECTRICAL WORKS | SQ.M | 290.84 | | |
| 17 | PLUMBING WORKS | SQ.M | 120.84 | | |
| 18 | SCAFFOLDING AND FORMWORKS | SQ.M | 113.65 | | |
| 19 | COMMAND CENTER FIT- OUT | SQ.M | 153.60 | | |
| TOTAL | | | | | |

Name of Bidder _____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

or

 (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;

<u>and</u>

- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 and
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

| (f) | Statement of the prospective bidder of all its ongoing government and |
|-------|--|
| | private contracts, including contracts awarded but not yet started, if |
| | any, whether similar or not similar in nature and complexity to the |
| | contract to be bid; and |
| □ (g) | Statement of the bidder's Single Largest Completed Contract (SLCC) |
| | |

- similar to the contract to be bid, except under conditions provided under the rules; **and**
- (h) Philippine Contractors Accreditation Board (PCAB) License;
 or

Special PCAB License in case of Joint Ventures;

and registration for the type and cost of the contract to be bid; and

) (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

or

(j)

Original copy of Notarized Bid Securing Declaration; and

Project Requirements, which shall include the following:

- a. Organizational chart for the contract to be bid;
- b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;

- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; <u>and</u>
- (k) Original duly signed Omnibus Sworn Statement (OSS);
 <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

 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;

<u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

(o) Original of duly signed and accomplished Financial Bid Form; and

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities; and
- (q) Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; <u>and</u>
- (r) Cash Flow by Quarter.

