

# **PHILIPPINE BIDDING DOCUMENTS**



**Public Bidding for the  
Redevlopment / Construction /  
Rehabilitation / Repairs of Dinggoy  
Roxas Civic Center at Brgy. IV,  
Legaspi St., Roxas City under ITB  
No. RC-2025-003i**

**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**

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## **Invitation to Bid for**

### **Public Bidding for the Redevelopment / Construction / Rehabilitation / Repairs of Dinggoy Roxas Civic Center at Brgy. IV, Legaspi St., Roxas City under ITB No. RC-2025-003i**

1. The *Roxas City Government*, through the *GOP-2025* intends to apply the sum of **Sixty-six Million Ninety-eight Thousand Four Hundred Thirty-one Pesos and 16/100 (Php 66,098,431.16)** being the Approved Budget for the Contract (ABC) to payments under the contract ***Public Bidding for the Redevelopment / Construction / Rehabilitation / Repairs of Dinggoy Roxas Civic Center at Brgy. IV, Legaspi St., Roxas City under ITB No. RC-2025-003i***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Roxas City Government* now invites bids for the above Procurement Project. Completion of the Works is required ***Two Hundred Ten (210) 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 ***February 21, 2025 to March 12, 2025*** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifty Thousand Pesos (Php50,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *to be presented in person*.
6. The *Roxas City Government* will hold a ***Pre-Bid Conference*** on ***February 28, 2025, 10:00 a.m.***, at *2<sup>nd</sup> 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 ***March 12, 2025 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 ***March 12, 2025 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*

***February 21, 2025***

**LORIE BELLE O. USISON**  
*BAC Chairperson*



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

## 1. Scope of Bid

The Procuring Entity, *Roxas City Government* invites Bids for ***Public Bidding for the Redevelopment / Construction / Rehabilitation / Repairs of Dinggoy Roxas Civic Center at Brgy. IV, Legaspi St., Roxas City under ITB No. RC-2025-003i.***

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-2025* in the amount of ***Sixty-six Million Ninety-eight Thousand Four Hundred Thirty-one Pesos and 16/100 (Php 66,098,431.16).***

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.

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- 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**.

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

# 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: <b>Redevelopment / Construction / Rehabilitation / Repairs of:</b> <b>1. Buildings</b> <b>2. Multipurpose Hall</b>															
7.1	<i>Sub-contracting is not allowed.</i>															
10.3	<i>No further instructions</i>															
10.4	The key personnel must meet the required minimum years of experience set below: <table><tr><th>Key Personnel</th><th>General Experience</th><th>Relevant Experience</th></tr><tr><td>Site Engineer</td><td>1 year</td><td>1 year</td></tr><tr><td>Foreman</td><td>1 year</td><td>1 year</td></tr><tr><td>Skilled</td><td>1 year</td><td>1 year</td></tr><tr><td>Laborer</td><td>1 year</td><td>1 year</td></tr></table>	Key Personnel	General Experience	Relevant Experience	Site Engineer	1 year	1 year	Foreman	1 year	1 year	Skilled	1 year	1 year	Laborer	1 year	1 year
Key Personnel	General Experience	Relevant Experience														
Site Engineer	1 year	1 year														
Foreman	1 year	1 year														
Skilled	1 year	1 year														
Laborer	1 year	1 year														
10.5	The minimum major equipment requirements are the following:  Jackhammer – 1 Concrete Mixer - 1															
12	<i>Alternate Bids shall not be accepted.</i>															
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <div>a. The amount of not less than <i>2% of the ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</div> <div>b. The amount of not less than <i>5% of the ABC</i>, if bid security is in Surety Bond.</div>															
19.2	Partial bids are not allowed.															
20	<i>No further instructions</i>															
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health 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	<i>No further instructions</i>
4.1	<i>No further instructions</i>
6	<i>No further instructions</i>
7.2	<i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i>
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	<i>No further instructions</i>
13	The amount of the advance payment is <i>15% of the total contract price and schedule of payment.</i>
14	<i>No further instructions</i>
15.1	<p>The date by which operating and maintenance manuals are required is <i>on the day of acceptance of the finished project</i></p> <p>The date by which “as built” drawings are required prior to <i>acceptance of the finished project.</i></p>
15.2	<i>No further instructions</i>

# Section VI. Specifications

### Product Description

The Click Seat is a multi-function seat popular seats that is available from our diverse range of fix and telescopic seating. The integrated ergonomically design delivers superior comfort and ensures long-term durability. Modular design makes all the parts are comes from module to make the seat easy produce, install and maintenance. Click seat with minimum close depth makes audience with greatest seating experience, and the stadium will have maximum clean walkway when seat closed. Seat pan and backrest makes the inner of seat and backrest with minimum sunshade and effects of Weather.

Seat Material: Polypropylene, with gas supplement injection molding

Stanchion Material: Steel

Seat and backrest bracket: cast aluminum.

FR Standards: BS 5852

Anti-UV Standards: ISO 4802-3

Strength Standards: EN 12727: 2016 at Grade 4

Steel Surface Treatment: Powder Coated

Installation Ways: River Mounted & Floor Mounted. Fix with folding mechanism install at telescopic seating platform.

### Dimensions:

Seat width: 450mm

Seat backrest height: 425mm

Seat depth when open: 555mm

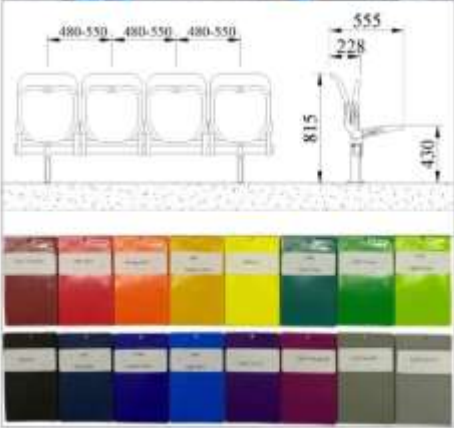
Closed position depth: not exceed 230mm



Seat center space: 480mm-550 mm


### Packaging & Delivery

Packaging Details: packed by carton and loading on pallet.

Available color: 16 kinds standard color refer to color swatch.




1	Detaching Wheel	 <p>Not less than 127mm diameter by steel with non-marking poly urethane face to prevent metal and synthetic floor surfaces, with molded to metal back and bearing to fit a 38mm diameter roller mounted with C-Clips.</p>
2	Frame System	 <p>1. Wheel: Not less than 127mm diameter by steel with non-marking poly urethane face to prevent metal and synthetic floor surfaces, with molded to metal back and bearing to fit a 38mm diameter roller mounted with C-Clips.</p>

3	Upholstery	<p>1. Upright Track: Integrated Continuous Pivoting (Click System) seats to each adjacent (C.P.) seat using an integral continuous anti-drift feature and through balling guide to limit to prevent separation and misalignment. Each (C.P.) seat shall contain a Low Profile Click Lock to lock each row in open position and allow unfolding automatically. Allow steps in the field in all of the correct row spacing's.</p> <p>2. Seat Columns: Tubular Shape Steel (E100).</p> <p>3. Backrest: Tubular Shape Steel (E100) folded to enhance and Deck Base Works. (For Steel) Backrest shall not be allowed.</p> <p>4. Deck Surface: Deck components shall be steel and steel at floor level in open position. Backrests with adjacent rollers to support the seating base from roller rollers to prevent separation and misalignment. Also incorporating upper deck support rollers roller guides. (No substructure and no substructure rollers should not be allowed).</p> <p>5. Deck Support: Security system including for minor lengths of section.</p>
4	Deck System	 <p>The Click System seating system adopts steel frame construction with steel frame construction. This system will give the whole ground level better control and horizontal loading capacity. This capacity will be able to support the whole seating area and allow the seating area to be used for other purposes.</p> <p>1. Seating Length: Each back shall contain section not to exceed 1000mm in length with a maximum of two supporting frames per row, each section.</p> <p>2. Base Base: Components will be steel and steel.</p> <p>3. Seating Components: Tubular Shape Steel (E100).</p> <p>4. Attachment: Through-bolted backrest to deck substructure and base substructure.</p> <p>5. Decking: Steel, CD grade square offset structural 9 ply with concrete floor, all plus with steel framed aluminum base produced in accordance with National Plated Standards. Backrest of the platform is to be fixed to the base and square. The adjacent pieces shall be locked together and fully supported with the Click (C.P.) joint.</p> <p>6. Decking: Steel, CD grade square offset structural 9 ply with concrete floor, all plus with steel framed aluminum base produced in accordance with National Plated Standards. Backrest of the platform is to be fixed to the base and square. The adjacent pieces shall be locked together and fully supported with the Click (C.P.) joint.</p> <p>7. Deck Deck: Decking (Steel) to be used to support the seating area and allow the seating area to be used for other purposes.</p>
5	Connect	Self-sealing roller system.

6	Seating Features	 <p>A. Understructure: Steel understructure shall be finished on all surfaces with black enamel Matt Finish. Understructure shall have a lifetime warranty to ensure the seating experience.</p> <p>B. Deck: Base A Hinged Surface shall be finished with an enamel spray paint to a Matt Finish. The finish shall include a lifetime warranty to ensure the seating experience. Backrest shall be black enamel Matt Finish. (Other colors available upon request).</p> <p>C. Backrest: Steel and Backrest shall be powder coated (standard Color is Black) Matt Finish. (Other colors available upon request).</p> <p>D. Chair Components</p> <p>1. FINISH FOR Steel / Aluminum Components (Index) Material shall be pre-treated with a suitable oxide system prior to the final application. Finish shall be a specially identified color pigment powder coating system minimum dry film thickness of 1.5 microns (0.0015 mm).</p> <p>2. Color: Shall be per manufacturer's standards. Seating Component shall submit color samples for owner's approval prior to manufacturing. Alternatively color samples can be viewed on the HPC website or on the HPC Visual Studio.</p> <p>3. Welds: Shall be welded to the steel and to the powder-coated.</p> <p>4. Structural Components: Shall be welded to the steel and to the powder-coated.</p> <p>5. Operation: Shall be with a remote control/push-button control unit which can be operated independently of the seating bank for remote management of stop, start, forward and reverse control of the power operation.</p> <p>6. Each Forward/Reverse unit shall receive an output signal from the seating unit (100mm diameter x 100mm cable) which control with the seating component unit.</p> <p>7. Operating Loads: Forward/Reverse unit shall be 100 / 200 kg (full force which equals approximately 1.0 / 2.0 kN) to be tested on the base.</p> <p>NOTE: LIMIT SWITCHES ARE AN OPTIONAL EXTRA ON ALL FLOOR TYPES, BUT ARE</p>
7	Seating	
8	Electrical Operation	

		<p><b>RECOMMENDED ON SYNTHETIC FLOORS</b></p> <p>C. Upright Track: Integrated Continuous Pivoting (Click System) seats to each adjacent (C.P.) seat using an integral continuous anti-drift feature and through balling guide to limit to prevent separation and misalignment. Each (C.P.) seat shall contain a Low Profile Click Lock to lock each row in open position and allow unfolding automatically. Allow steps in the field in all of the correct row spacing's.</p> <p>D. Seating Length: Each back shall contain section not to exceed 1000mm in length with a maximum of two supporting frames per row, each section.</p> <p>E. Base Base: Components will be steel and steel.</p> <p>F. Seating Components: Tubular Shape Steel (E100).</p> <p>G. Attachment: Through-bolted backrest to deck substructure and base substructure.</p> <p>H. Decking: Steel, CD grade square offset structural 9 ply with concrete floor, all plus with steel framed aluminum base produced in accordance with National Plated Standards. Backrest of the platform is to be fixed to the base and square. The adjacent pieces shall be locked together and fully supported with the Click (C.P.) joint.</p> <p>I. Decking: Steel, CD grade square offset structural 9 ply with concrete floor, all plus with steel framed aluminum base produced in accordance with National Plated Standards. Backrest of the platform is to be fixed to the base and square. The adjacent pieces shall be locked together and fully supported with the Click (C.P.) joint.</p> <p>J. Deck Deck: Decking (Steel) to be used to support the seating area and allow the seating area to be used for other purposes.</p> <p>K. Each seat has (PVC) is power operated by a 1/2 horsepower, 1400 R.P.M., 120/240 Volts, 30/60 Hz., single phase 1.2 service factor motor. This motor drives a full load current of 2.2 amperes.</p> <p>L. The electrical contractor shall provide required power source with no greater than 2% voltage drop at the seating's substructure enclosure. The electrical contractor shall perform all the wiring connections in that are attached to as a part of the building.</p> <p>M. Electrical Substructure and Enclosure: Seating Manufacturer shall provide a complete substructure and enclosure with each seating bank. The location of the enclosure and the specific electrical requirements will be detailed on the substructure drawings.</p> <p>N. Each enclosure must have the following clearly visible during the operation of the seating unit for opening and closing:</p> <p>1. LED - Power light</p> <p>2. LED - Stop/Reverse/Emergency Switch</p> <p>3. LED - Forward/Reverse Indicator Light</p> <p>4. LED - Forward Switch</p> <p>5. LED - Stop Light (Optional)</p> <p>6. Unless other enclosure there is to be supplied the substructure wiring diagram drawing and the electrical schematic drawings.</p> <p>7. To meet with the identification of the electrical the wiring of the substructure must be either color or indicate or clearly labeled.</p>
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9	Structural Design for Telescopic Grandstands	(i) BS 5950 Structural Use of Steelwork in Building (ii) BS 6399-1:1996 Loading for buildings, Code of practice for dead and imposed loads (iii) Grade of structural steelwork: Q235 in compliance with GB/T 700 - 1988 of People's Republic of China, $P_y = 235 \text{ N/mm}^2$ (iv) All connection bolts shall be grade 4.6 comply to BS 5950-1: 2000 and BS 4190:2001	Dead load = $0.5 \text{ kN/m}^2$ Imposed load with fixed seat = $4.0 \text{ kN/m}^2$ Imposed load for aisles = $3.0 \text{ kN/m}^2$ Notional horizontal load for platform = $0.5\%$ (DL + LL) $= 0.005 \times (0.5 + 4.0) \times 0.77 \text{ kN/m}$ $= 0.02 \text{ kN/m}$
10	Structural Loading Test for Telescopic Grandstands	EN13200-5:2006 BS 5950.1:2000	Vertical dead load for stand platform $\geq 350 \text{ kg/m}^2$ Horizontal wavering load for stand platform $\geq 36 \text{ kg/m}^2$ Horizontal load for railing $\geq 65 \text{ kg/m}^2$ Vertical dead load for railing $\geq 100 \text{ kg/m}^2$
13	Electric distribution Box	EN61000-6-3 EN61000-6-1 EN61000-3-2 EN61000-3-3	The EMC test were performed in accordance with the standard described above.



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

***(Please refer to a separate posting)***

# Section VIII. Bill of Quantities

Public Bidding for the Redevelopment / Construction / Rehabilitation / Repairs of  
Dinggoy Roxas Civic Center at Brgy. IV, Legaspi St., Roxas City under ITB No.  
RC-2025-003i

Item No.	Item Description	UOM	QTY	Unit Cost	Total Cost
I	MOBILIZATION / DEMOLITION	SQ.M	80		
II	EXCAVATION WORKS	SQ.M	9		
III	CONCRETING WORKS	SQ.M	32		
IV	PAINTING WORKS	SQ.M	32		
V	ELECTRICAL				
V.A	FITTINGS / ACCESSORIES / CONSUMABLES	SQ.M	3644		
V.B	WIRINGS	SQ.M	3644		
V.C	DEVICES	SQ.M	3644		
VI	AUTOMATED FIRE SUPPRESSION SYSTEM	SQ.M	3644		
VII	FURNITURES / EQUIPMENT	SQ.M	1277		
VIII	ELECTRONICS (IT SECURITY SYSTEM)	SQ.M	3644		
IX	FORMWORKS	SQ.M	32		
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;  
**and**
- ☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (h) Philippine Contractors Accreditation Board (PCAB) License;  
**or**  
Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **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**  
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (j) 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; **and**
- ☐ (k) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- ☐ (l) 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***

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

## **II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (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 sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**  
☐ (r) Cash Flow by Quarter.