

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)



Procurement of INFRASTRUCTURE PROJECTS Road Widening at Sitio Alutay to Saray Road (Up Land Grant)

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
Province of Laguna
Municipality of Paete

Tel. Nos. (049) 501-6490-101, (049) 557-0001

Invitation to Bid for Road Widening at Sitio Alutay to Saray Road (UP Land Grant)

- The *Municipality of Paete, Laguna*, through the *Provincial Assistance* intends to apply the sum of *Five hundred thousand pesos only (Php 500,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Road Widening at Sitio Alutay to Saray Road (UP Land Grant) Barangay 5 Ilaya Del Sur, Paete, Laguna*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Description of Work

NAME/LOCATION OF PROJECT		NET AREA (m ²)	3,600.00			
ROAD WIDENING AT SITIO ALUTAY TO SARAY ROAD (UP LAND GRANT)		LENGTH (m)	600.00			
		WIDTH (m)	6.00			
SITIO ALUTAY TO SARAY ROAD, PAETE, LAGUNA		HEIGHT / THICK (m)				
		CALENDAR DAYS TO COMPLETE	15			
PROJECT CATEGORY :		DESIRABLE STARTING DATE				
PROJECT DESCRIPTION						
ROAD WIDENING AT SITIO ALUTAY TO SARAY ROAD (UP LAND GRANT)						
MINIMUM EQUIPMENT REQUIREMENT		TECHNICAL PERSONNEL REQUIRED				
Description		No.				
Description		No.				
PAYLOADER	1	Foreman	1			
BACKHOE	1	Laborer	4			
ESTIMATED COST OF PROPOSED WORK						
Item No.	DESCRIPTION	%OF TOTAL	UNIT	QTY.	DIRECT COST	
					TOTAL	UNIT COST
I	MOBILIZATION / DEMOBILIZATION		I.s.	1	Php	
II	INFORMATIVE SIGN		I.s.	1		
III	EARTHWORKS		I.s.	1		
IV.	SAFETY & HEALTH		I.s.	1		

- The *Municipality of Paete, Laguna* now invites bids for the above Procurement Project. Completion of the Works is required *15 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 ***Municipality of Paete, Laguna*** and inspect the Bidding Documents at the address given below from ***8:00 am to 5:00 pm Monday to Friday***.
5. A complete set of Bidding Documents may be acquired by interested bidders on ***November 2-16, 2021*** from given address and website/s upon payment of a nonrefundable fee for the Bidding Documents in the amount of **five hundred pesos only (Php 500.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees ***presented in person through BAC Secretariat***.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before ***November 16, 2021@ 9:00 am***. Late bids shall not be accepted.
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 16**.
8. Bid opening shall be on ***November 16, 2021@10:00 am*** at the given address below ***Municipal Building, Municipal Hall, J.V. Quesada St. Brgy 1, Paete, Laguna*** Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

The schedule of BAC activities is as follows:

BAC Activities	Schedule
1. Advertisement/Issuance of Bidding Documents	November 2-16, 2021
2. Deadline of Submission of Bids	November 16, 2021 @9:00 am
3. Opening of Bids	November 16, 2021 @10:00 am
4. Bid Evaluation	November 17, 2021

5. Post-qualification	November 18-19, 2021
6. Notice of Award	November 23, 2021
7. Contract Agreement	December 3, 2021
8. Notice to Proceed	December 6, 2021

9. The *Municipality Of Paete, Laguna* 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.

10. For further information, please refer to:

Christine M. Cainto
Bac Secretariat
J.V. Quesada St. B-1 Paete, Laguna
odacrem_12@yahoo.com
049-501-6490-101
Paete.gov.ph

11. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph and www.Paete.gov.ph

[]

 signed
 ANTONIO C. DELA ROSA
 BAC CHAIRMAN

Section II. Instructions to Bidders

INSTRUCTIONS TO BIDDERS

Introduction

The Municipality of Paete, Laguna, through the Provincial Assistance, intends to apply the sum of five hundred thousand pesos only (Php 500,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Road Widening at Sitio Alutay to Saray (UP land Grant) Barangay 5 Ilaya del Sur, Paete, Laguna. The bidding process assumes the following timetable:

BAC Activities	Schedule
1. Advertisement/Issuance of Bidding Documents	November 2-16, 2021
2. Deadline of Submission of Bids	November 16, 2021 @9:00 am
3. Opening of Bids	November 16, 2021 @10:00 am
4. Bid Evaluation	November 17, 2021
5. Post-qualification	November 18-19, 2021
6. Notice of Award	November 23, 2021

The eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.

Please read Bid Data Sheet for additional requirements.

Note: deadline of Submission is on November 16, 2021 @9:00 am based on the Municipal Bundy clock, Late bids will not be accepted.

ANTONIO C. DELA ROSA

BAC Chairman

1. Scope of Bid

The Procuring Entity, *Municipality of Paete, Laguna* invites Bids for the Road Widening at Sitio Alutay to Saray Barangay 5 Ilaya Del Sur Paete, Laguna with Project Identification Number *IP-017-21Roadwidening*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is for the Road Widening, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **year 2021** in the amount of ***Five hundred thousand pesos only (Php 500,000.00)***.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

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 Municipal Building, Municipal Hall J.V. Quesada st. Brgy 1 Paete, Laguna and 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:*

- a. Philippine Pesos.

15. Bid Security

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

15.2. The Bid and bid security shall be valid until **March 16, 2022**. 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: <i>Road</i>																								
7.1	<i>Subcontracting is not allowed.</i>																								
10.3	<i>Valid PCAB License</i>																								
10.4	The key personnel must meet the required minimum years of experience set below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager,</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Project Engineers</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Materials Engineers</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Foremen</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Part Time Practitioner</td> <td></td> <td></td> </tr> <tr> <td>First Aider</td> <td></td> <td></td> </tr> <tr> <td>Laborer</td> <td></td> <td></td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager,	3 years	3 years	Project Engineers	3 years	3 years	Materials Engineers	3 years	3 years	Foremen	3 years	3 years	Part Time Practitioner			First Aider			Laborer		
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>																							
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Materials Engineers	3 years	3 years																							
Foremen	3 years	3 years																							
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First Aider																									
Laborer																									
10.5	The minimum major equipment requirements are the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Payloader</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Backhoe</td> <td></td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Payloader		1	Backhoe		1															
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Backhoe		1																							
12	<i>alternative 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: <p style="margin-left: 40px;">a. The amount of not less than Ten thousand pesos only (Php10,000.00) [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p style="margin-left: 40px;">b. The amount of not less than twenty-five thousand pesos only (Php25,000.00) [five percent (5%) of ABC] if bid security is in Surety Bond.</p>																								
19.2	<i>N/A</i>																								
20	<i>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 Application for Evaluation/Approval of Construction Safety & Health Program Received by the DOLE.</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.
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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

4.1. 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.

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date is <i>Fifteen (15) calendar days which will commence within three calendar days from receipt of the Notice to Proceed.</i>
4.1	<i>from the receipt of the Notice to proceed</i>
6	The site investigation reports are: <i>Affidavit of Site Inspection</i>
7.2	<i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:] Two (2) 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 for approval within <i>ten (10) days</i> of delivery of the Notice of award.
11.2	The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work every week, the Procuring Entity may withhold the amount of Five thousand pesos only if the contractor failed to Submit the updated program.
13	The amount of the advance payment is <i>15% of the total contract price.</i>
14	<i>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.</i>
15.1	The date by which operating and maintenance manuals are required is NOT LATER THAN 2 WEEKS AFTER THE COMPLETION OF THE PROJECT The date by which "as built" drawings are required is NOT LATER THAN 2 WEEKS AFTER THE COMPLETION OF THE PROJECT
15.2	The Procuring Entity may withhold the amount of Php 50,000.00 of the remaining balance of the Contractor failed to submit or produce "as built" drawings.

Section VI. Specifications

PROJECT : ROAD WIDENING AT SITIOA ALUTAY TO SARAY ROAD

LOCATION : Brgy. 5 ILAYA DEL SUR, PAETE, LAGUNA

TECHNICAL SPECIFICATIONS

EARTHWORK

ITEM 100 - CLEARING AND GRUBBING

100.1 Description

This item shall consist of clearing, grubbing, removing and disposing all vegetable and 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 work shall also include the preservation from injury or defacement of all objects designated to remain.

100.2 Construction Requirements

The Engineering will establish the limits of work and designate all trees, shrubs, plants and other things to remain. The Contractor shall preserve all objects designated to remain. Paint required for cut or seared surface of trees or shrubs selected for retention shall be an approved asphaltum base paint prepared especially for tree pruning.

100.2.2 Clearing and Grubbing

All surface objects and all trees, roots and other protruding obstructions, not designated to remain, shall be cleared and/or grubbed, including mowing as required, except as provided below:

- (1) Removal of undisturbed stumps and roots and non-breakable solid objects with a minimum of 900mm (36 inches) below sub grade or slope of embankments will not be required.
- (2) In areas outside of the grading limits of cut and embankment area, stumps and non-breakable solid objects shall be cut off not more than 150mm (6 inches) above the ground line or low water level.
- (3) In areas to be rounded at the top of cut slopes, stumps shall be cut off flush with or below the surface of the final slope line.
- (4) Grubbing of pits, channel changes and ditches will be required only to the depth necessitated by the proposed excavation within such areas.

Except in areas to be excavated, stumps holes and other holes from which obstructions were removed shall be backfilled with suitable material and compacted to the required density.

Low hanging branches and unsound or unsightly branches on trees or shrubs designated to remain shall be trimmed as directed. Branches of trees extending over the roadbed shall be trimmed to give a clear height of 6m (20 feet) above the roadbed surface. All trimming shall be done by skilled workmen and in accordance with good tree pruning practices.

Timber cut inside the area staked for clearing shall be felled within the area to be cleared.

100.2.3 Individual Removal of Trees or Stumps

Individual trees or stumps designated by the Engineer for removal and located in areas other than those established for clearing and grubbing and roadside cleanup shall be removed and

disposed of as specified under Subsection 100.2.2 except trees removed shall be cut as nearly-flush with the ground as practicable without removing stumps.

100.3 Method of Measurement

Measurement will be by one or more of the following alternate methods:

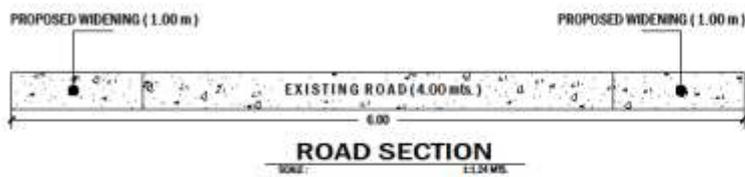
1. Area Basis – The work to be paid for shall be the number of hectares and fractions thereof acceptably cleared and grubbed within the limits indicated on the Plans or as may be adjusted in field staking by the Engineer. Areas not within the clearing and grubbing limits shown on the Plans or not staked for clearing and grubbing will not be measured for payment.
2. Lump-Sum Basis – When the Bill of Quantities contains a Clearing and Grubbing Lump Sum Item; no measurement of area will be made for such item.
3. Individual Unit Basis (Selective Clearing) The diameter of trees will be measured at a height of 1.4m (54 inches) above the ground. Trees less than 150mm (6 inches) in diameter will not be measured for payment.

When Bill of Quantities indicated measurement of trees by individual unit basis, the units will be designated and measured in accordance with the following schedule of sizes.

<u>Diameter at height of 1.4m</u>	<u>Pay Item Description</u>
Over 150mm to 900mm	Small
Over 900mm	Large

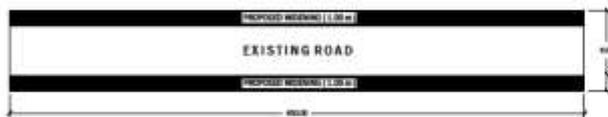
Section VII. Drawings

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



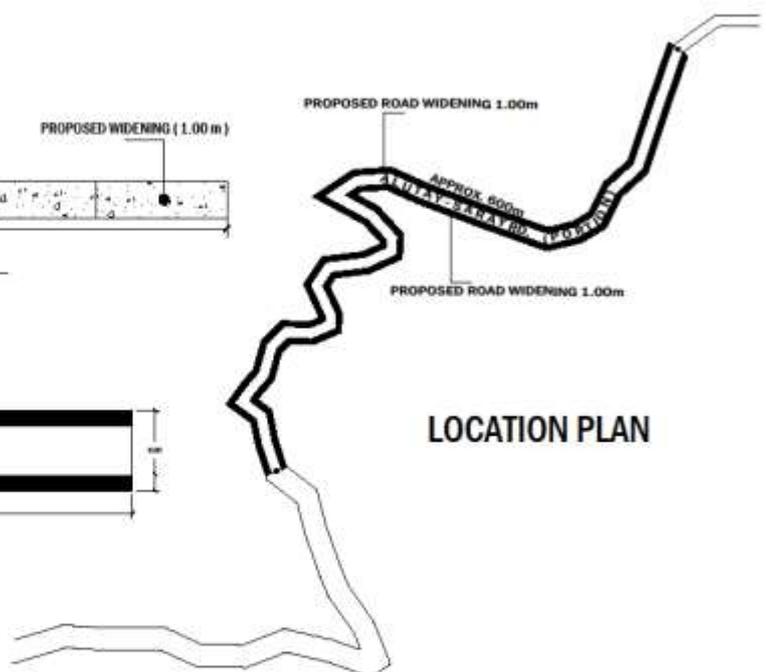
ROAD SECTION

SCALE: 1:20 MTS.



ROAD PLAN

SCALE: 1:20 MTS.



LOCATION PLAN

REPUBLIC OF THE PHILIPPINES PROVINCE OF LAGUNA MUNICIPALITY OF PAETE OFFICE OF MUNICIPAL ENGINEER	PROJECT NAME: ROAD WIDENING AT SITIO ALLITAY TO SARAY ROAD (UP LAND GRANT)	PREPARED BY: CHRISTIAN LAURENCE R. DIEGO AUTOCAD DRAFTSMAN	RECOMMENDED BY: NOEL T. VIRAY MUNICIPAL ENGINEER	APPROVED BY: HON. ROJILYN Q. BAGABALDO MUNICIPAL MAYOR	SHEET CONTENT: AS SHOWN	SHEET NO.:
	LOCATION: Brgy. 5 ILAYA DEL SUR, PAETE, LAGUNA.					

Section VIII. Bill of Quantities

Signature Box

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

III. EARTHWORKS					
	Designation	No. of Person	No. of Day's	Daily Rate	Amount
A.	A. EARTHWORKS				
	Construction Foreman	1	13		
	Laborer	4	13		
	B. TEMPORARY FACILITIES				
	Construction Foreman	1	2		
	Laborer	4	2		
	Sub-Total for A				-
	Name and Capacity	No. of Units	No. of Hour's	Hourly Rate	Amount
B.	Equipment				
	PAYLOADER	1	96		
	BACKHOE	1	88		
	Sub - Total for B				-
C.	Total (A+B)				-
	Name and Specification	Unit	Quantity	Unit Cost	Amount
D.	Materials				
	A. EARTHWORKS				
	B. TEMPORARY FACILITIES				
	60 - 2"X 3" X 12' (Coco Lumber)	bd. Ft	354		
	1/4"X 4' X8' PLYWOOD	PCS.	16		
	Corrugated G.I. Sheet # 12	PCS.	12		
	Common Nail # 2	kg.	6.21		
	Common Nail # 3	kg.	7		
	Common Nail # 4	kg.	7		
	Tie Wire # 16	kg.	10		
	Sub-Total for D				-
E.	Direct Unit Cost (C+D)				-
F.	Overhead, Contingencies & Miscellaneous (OCM)		5% of E		-
G.	Contractor's Profit (CP)		8% of E		-
H.	Value Added Tax (VAT)		5% of (E + F + G)		-
	Total Unit Cost		(E + F + G + H)		-

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

