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# BIDDING DOCUMENTS

*(6<sup>th</sup> Edition – Procurement of Infrastructure Project)*

## Construction of Two-Storey DILG Davao City Office Building *(Design and Build)*

*Project ID No.: DILG XI RO-Infra-2025-01*

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

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

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

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

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

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



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## ***Section I. Invitation to Bid*** **(ITB No. 2025-Infra-01)**

Construction of Two-Storey DILG Davao City  
Office Building (Design and Build)

### **“EARLY PROCUREMENT ACTIVITY”**

1. The *DILG XI Regional Office*, through the *FY 2025 General Appropriations Act (GAA), Regional Office allocation under Capital Outlay*, intends to apply the sum of *Twenty Million Pesos (Php20,000,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for the project, “*Construction of Two-Storey Davao City Office Building (Design and Build) with Project ID No. DILG XI-RO-Infra 2025-01*”. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DILG XI Regional Office now invites bids for the abovementioned Procurement Project. Completion of Works is required *within 180 days (Contract Duration)* upon receipt of the Notice to Proceed (NTP). 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 a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.
- 4) Interested bidders may obtain further information from the DILG XI Regional Office and inspect the Bidding Documents at the address given below from 8:00 AM to 5 PM, Monday to Friday.
- 5) A complete set of Bidding Documents may be acquired by interested Bidders on *October 23, 2024 to November 15, 2024* from the given address and website 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 *Twenty Five Thousand Pesos (P 25,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person or through electronic means.
- 6) The DILG XI Regional Office will hold a *Pre-bid conference on October 30, 2024, 1:00 PM at the DILG XI Conference Room, No. 58 MacArthur Highway, Matina, Davao City through video conferencing via zoom or google meet or face-to-face*, which is open to all prospective bidders.

- 7) Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on ***November 15, 2024 not later than 1:00 PM***. Late bids shall not be accepted.
- 8) All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.
- 9) ***Bid opening shall be on November 15, 2024 at 1:30 PM*** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10) The DILG XI Regional Office 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 Section 35.6 and 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
- 11) For further information, please refer to:

RONA MARIE O. MABINI, BAC Secretariat Head, and/or  
CHARITO L. CINCO, BAC TWG Chair  
DILG XI Regional Office  
No. 58 McArthur Highway, Matina, Davao City  
Email Address: [dilgregion11@yahoo.com](mailto:dilgregion11@yahoo.com)  
[unitgssu123@gmail.com](mailto:unitgssu123@gmail.com)  
Tel. Nos. (082) 297-2701/297-2606/297-2704  
Fax No. (082) 297-2600/297-2724

- 12) You may visit this website for downloading of Bidding Documents: **region11.dilg.gov.ph**

Date of Issue: **October 22, 2024**

  
**MA. AURORA C. CORPUZ**  
BAC Chairperson

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

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

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

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

The Procuring Entity, DILG XI Regional Office invites Bids for the “*Construction of Two-Storey Davao City Office Building (Design and Build) with Project ID No. DILG XI-RO-Infra 2025-01*”

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:

*FY 2025 General Appropriations Act (GAA), Regional Office allocation under Capital Outlay*

2.2. The source of funding is:

a. NGA, FY 2025 General Appropriations Act (GAA).

### **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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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:

*[Select one, delete other/s]*

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
  - b. Subcontracting is not allowed.
- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary

requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. 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 *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

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

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

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

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



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

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

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

### **Notes on the Bid Data Sheet**

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

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

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

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

## *Bid Data Sheet*

ITB Clause			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:		
	<b>Description of Works to be Done</b>		
		<b>Quantity</b>	<b>Unit</b>
A	General Requirement	8.00	Month
B	Permits, Clearances, and Fees	4.00	Lumpsum
C	Earthworks, Demolition, Clearing, and Disposal	750.00	sq.m.
D	Concrete works	412.50	sq.m.
E	Masonry works	1361.88	sq.m.
F	Carpentry and metal works	439.45	sq.m.
G	Glass works	171.93	sq.m.
H	Roofing works	240.00	sq.m.
I	Electrical works	112.00	outlets
J	LAN works	18.00	lot
K	Plumbing works	61.00	fixtures
L	Finishes	412.50	sq.m.
M	Site Development	600	sq.m.
N	Equipment, Furnitures, and fixtures	1.00	lot
7.1	<i>[Specify the portions of Works and the maximum percentage allowed to be subcontracted, which shall not be significant or material components of the Project as determined by the Procuring Entity.] – None</i>		
10.3	<i>[Specify if another Contractor license or permit is required.]</i> <b>Valid license/s issued by the Professional Regulatory Commission (PRC) for design professionals.</b>		
10.4	The key personnel must meet the required minimum years of experience set below:		
	<b>ITEM NO.</b>	<b>KEY PERSONNEL</b>	<b>GENERAL EXPERIENCE</b>
	1	PROJECT MANAGER	At least 10 years and above
	2	PROJECT ENGINEER	At least 5 years and above
	3	STRUCTURAL DESIGNER	At least 3 years and above
	4	ARCHITECTURAL DESIGNER	At least 3 years and above
	5	MECHANICAL DESIGNER	At least 3 years and above
	6	INFOTECH DESIGNER	At least 3 years and above
	7	PLUMBING DESIGNER	At least 3 years and above
	8	ELECTRICAL	At least 3 years and
			Vertical design and related

	DESIGNER	above	works																																
9	SURVEYOR	At least 3 years and above	A Vertical construction, supervision, and related works																																
10	FOREMAN	At least 1 year and above	Vertical construction, supervision, and related works																																
11	ELECTRICIAN	At least 1 year and above	Vertical construction and related works																																
12	MASTER PLUMBER	At least 1 year and above	Vertical construction and related works																																
13	MASON	At least 1 year and above	Vertical construction and related works																																
14	CARPENTER	At least 1 year and above	Vertical construction and related works																																
15	IT INSTALLER	At least 1 year and above	Vertical construction and related works																																
16	LABOR	None	None																																
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1"> <thead> <tr> <th>ITEM NO.</th> <th>EQUIPMENT</th> <th>CAPACITY</th> <th>NO. OF UNITS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Backhoe</td> <td>1.0 cu.m.</td> <td>1</td> </tr> <tr> <td>2</td> <td>Truck loader</td> <td>Small size</td> <td>1</td> </tr> <tr> <td>3</td> <td>Road grader</td> <td>Small size</td> <td>1</td> </tr> <tr> <td>4</td> <td>Dump truck</td> <td>10.0 cu.m.</td> <td>1</td> </tr> <tr> <td>5</td> <td>Boom truck</td> <td>Medium size</td> <td>1</td> </tr> <tr> <td>6</td> <td>Road roller</td> <td>10.0 tons</td> <td>1</td> </tr> <tr> <td>7</td> <td>Road roller</td> <td>1.0 ton</td> <td>1</td> </tr> </tbody> </table>			ITEM NO.	EQUIPMENT	CAPACITY	NO. OF UNITS	1	Backhoe	1.0 cu.m.	1	2	Truck loader	Small size	1	3	Road grader	Small size	1	4	Dump truck	10.0 cu.m.	1	5	Boom truck	Medium size	1	6	Road roller	10.0 tons	1	7	Road roller	1.0 ton	1
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1	Backhoe	1.0 cu.m.	1																																
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6	Road roller	10.0 tons	1																																
7	Road roller	1.0 ton	1																																
12	<p><i>[Insert Value Engineering clause if allowed.]</i> Value engineering analysis of design and construction method.</p>																																		
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of <b><i>not less than Php400,000.00 [two percent (2%) of ABC]</i></b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of <b><i>not less than Php1.0 M [five percent (5%) of ABC]</i></b> if bid security is in Surety Bond.</p>																																		
19.2	<p>Partial bids are <b><i>Not Allowed.</i></b></p>																																		

20	<p><i>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geo-hazard zone, etc.]</i></p> <p><b>The Contractor shall facilitate the application and issuance of the following documents relevant to the project:</b></p> <ul style="list-style-type: none"> <li><i>Environmental Compliance Certificate</i></li> <li><i>Certificate of Non-overlap and/or certificate of precondition</i></li> <li><i>Building Permit</i></li> <li><i>Clearances</i></li> <li><i>Application for utilities connection</i></li> </ul>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity:</p> <ul style="list-style-type: none"> <li><i>Construction schedule and S-curve,</i></li> <li><i>Manpower schedule</i></li> <li><i>Construction methods</i></li> <li><i>Equipment utilization schedule,</i></li> <li><i>Construction safety and health program approved by the DOLE</i></li> <li><i>Quality control plan</i></li> <li><i>Other acceptable tools of project scheduling</i></li> </ul>

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

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

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

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

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

### **1. Scope of Contract**

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

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

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

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

### **3. Possession of Site**

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 Goods purchased. 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	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i> <b>Not Applicable</b>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i> <b>Possession of the site by the Contractor is upon receipt of Notice to Proceed (NTP)</b>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i> <b>Site Inspection Report is required.</b>
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:]</i> <b>Fifteen (15) years.</b>
10	Dayworks are applicable at the rate shown in the Contractor’s original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative <i>within 15 days</i> upon delivery of the Notice of Award.
11.2	<i>The amount to be withheld for late submission of an updated Program of Work is [insert amount].</i> <b>NONE</b>
13	The amount of the advance payment is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment].</i> _____ _____.
14	<i>[If allowed by the Procuring Entity, state:]</i> <b>Materials and equipment delivered on the site but not completely put in place shall be included for payment.</b>  <b>Amount of payment shall be based on the Inspection Report conducted by the assigned DILG XI Project Engineer.</b>
15.1	The date by which “as built” drawings are required is: <b>During the issuance of certificate of completion.</b>
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency].</i> <b>This will be discussed and determined during the Pre-bid Conference.</b>

## *Section VI. Specifications*

### **Notes on Specifications**

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

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

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

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

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

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be

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

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

**Project: Construction of Two-Storey DILG Davao City Office Building  
(Design and Build)**

**Location: BPI Research Center, Bago Oshiro, Tugbok District, Davao City**

**Approved Budget for the Contract: Php20,000,000.00**

## **1. Scope of works**

The scope of works stipulated herein include Finalization of Detailed Engineering Design (DED), Processing of Permits, Clearances and Fees for the Construction of DILG Davao City Office Building at the BPI Research Center, Bago Oshiro, Tugbok District, Davao City:

- A. Environmental Clearance Certificate
- B. Certificate of Non-overlap
- A. Approved Geophysical and Geological Analysis Report
- B. Architectural Enhancement and Detailing
- C. Structural Design and Detailing
- D. Electrical Design and Detailing
- E. Mechanical Design and Detailing
- F. Plumbing Design and Detailing
- G. LAN Design and Detailing
- H. Program of Works
- I. Health and Safety Plan
- J. Quality Control Plan
- K. Building Permit

## **2. Technical specifications**

Below are details of expected outputs required by the procuring entity.

### *2.1 Environmental Clearance Certificate*

- A. Community Consultation report
- B. Final Feasibility
- C. Environmental Impact Assessment
- D. Approved Certificate of Compliance

### *2.2 Certificate of Non-overlap*

- A. Community Consultation report
- B. Approved Certificate of Non-overlap

2.3 *Approved Geophysical and Geological Analysis Report*

- A. Topographic survey, relocation of monuments, and provide minimum of at least 2 benchmarks on site.
- B. Soil Exploration for structural design.
- C. Sign and sealed reports.

2.4 *Structural Design and Detailing*

- C. Structural drawing and specifications
- D. Structural detailing and quantity take-off
- E. Sign and sealed report

2.5 *Architectural Design and Detailing*

- A. Architectural drawing and specifications
- B. Architectural detailing and quantity take-off
- C. Sign and sealed report

2.6 *Electrical Design and Detailing*

- A. Electrical Design and specifications
- B. Electrical detailing and quantity take-off
- C. Sign and sealed report

2.7 *Mechanical Design and Detailing*

- A. Mechanical Design and specifications
- B. Mechanical detailing and quantity take-off
- C. Sign and sealed report

2.8 *Plumbing Design and Detailing*

- A. Plumbing Design and specifications
- B. Plumbing detailing and quantity take-off
- C. Sign and sealed report

2.9 *LAN Design and Detailing*

- A. LAN Design and specifications
- B. LAN detailing and quantity take-off
- C. Sign and sealed report

2.10 *Program of Works*

- A. Quantity take-off
- B. Unit cost Analysis (Using DPWH standard item of works)
- C. Approved Budget for the Contract
- D. PERT-CPM
- E. Equipment utilization schedule
- F. Manpower utilization schedule
- G. S-Curve

2.11 *Health and Safety Plan*

- A. Sign and sealed plan

2.12 *Quality Control Plan*

- A. Sign and sealed plan



### 2.13 Building Permit

- A. Processing of all required documents
- B. Payment of required fees
- C. Approved Building Permit

## 3.0 General Conditions

- 3.1 *All plans, specifications, and scope of works shall be signed and sealed by an accredited and qualified professional*
- 3.2 *Submission of certified true copy of the following documents:*
  - a) *Resume*
  - b) *License/Certificate/ID*
  - c) *Professional Tax Receipt*
  - d) *Community Tax Certificate*
- 3.3 *Tax Identification Number*
- 3.4 *All units used in plan shall be in metric*
- 3.5 *Materials recommendation must be locally available*
- 3.6 *Design shall conform to the sound and acceptable engineering practice and other existing laws and codes*
- 3.7 *In any case, where there is clarification along work for technical concerns shall be coordinated to DILG XI PDMU and/or to the assign resident engineer. For architectural aesthetics, and other concerns shall be coordinated to the Design and Build Committee (DBC).*

## ***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.]*

<b>Sheet No.</b>	<b>Name of Plan/Drawing</b>
<b>A-1</b>	<b><i>General Perspective and Vicinity Map</i></b>
<b>A-2</b>	<b><i>Site Development Plan</i></b>
<b>A-3</b>	<b><i>Ground Floor Plan</i></b>
<b>A-4</b>	<b><i>Second Floor Plan</i></b>
<b>A-5</b>	<b><i>Front Elevation</i></b>
<b>A-6</b>	<b><i>Rear Elevation</i></b>
<b>A-7</b>	<b><i>Right Side Elevation</i></b>
<b>A-8</b>	<b><i>Left Side Elevation</i></b>

***Note: Drawings and site plans are included in the bidding documents annexed in a separate folder.***

## *Section VIII. Bill of Quantities*

### **Notes on the Bill of Quantities**

#### **Objectives**

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

#### **Daywork Schedule**

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

#### **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

### **Signature Box**

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

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

## *Section VIII. Bill of Quantities*

**Project : Construction of Two-Storey DILG Davao City Office Building  
(Design and Build)**

**Location: BPI Research Center, Bago Oshiro, Tugbok, Davao City**

**Approved Budget for the Contract: Php20,000,000.00**

Item No.	Unit	Item Description	Quantity	Unit Cost	Total Cost
<b>A. General requirement</b>					
A.1.3(1)	Month	Provision of Field Office staff	8.0		
B.4 (8)	lot	Free standing signage with landscape	1.0		
B.5	Each	Project Billboard	2.0		
B.7	Month	Occupational Safety and Health Program	8.0		
B.9	lot	Mobilization/Demobilization	1.0		
605(1)	Each	Warning signs	10.0		
		<b>TOTAL</b>			
<b>B. Permits, Clearances, and Fees</b>					
B.25(1)	Lumpsum	Detailed engineering Design	1.0		
B.3(1)a	Lumpsum	Environmental compliance Certificate	1.0		
B.3(1)b	Lumpsum	Certificate of non-overlap	1.0		
B.3(1)c	Lumpsum	Approved building permit	1.0		
		<b>TOTAL</b>			
<b>C. Earthworks, Demolition, Clearing, and Disposal</b>					
801(1)	sq.m.	Removal of existing structures and obstructions	750.0		
803(1)	cu.m.	Structure Excavation	84.6		
804(1)	cu.m.	Embankment	120.0		
		<b>TOTAL</b>			
<b>D. Concrete works</b>					
903	lot	Formworks and Falseworks	1.0		
901(1)a4	cu.m.	Structural Concrete	111.5		
902 (1) a2	kgs.	Reinforcing Steel	11802.2		
1033	sq.m.	Steel Deck	206.3		
		<b>TOTAL</b>			
<b>E. Masonry Works</b>					
1046(1)a2	sq.m.	CHB Load bearing (150 mm)	454.0		
1027(1)	sq.m.	Cement Plaster finish	907.9		
		<b>TOTAL</b>			
<b>F. Carpentry and Metal works</b>					
1003(1)b1	sq.m.	Ceiling with metal frame	430.0		
1010(2)b	sq.m.	Wooden Door	9.5		
		<b>TOTAL</b>			

Item No.	Unit	Item Description	Quantity	Unit Cost	Total Cost
<b>G. Glass Works</b>					
1007(1)b	sq.m.	Glass Door with aluminum frame	9.5		
1008(1)d	sq.m.	Glass wall and window	162.5		
		<b>TOTAL</b>			
<b>H. Roofing works</b>					
1014(1)a2	sq.m.	Pre-painted metal sheet rib-type	240.0		
1047(2)a	kgs	Structural Steel (trusses)	1750.0		
1047(2)b	kgs	Structural Steel (purlins)	1500.0		
		<b>TOTAL</b>			
<b>I. Electrical works</b>					
1100(6)b	meter	Polyvinyl Chloride Pipes (20.0 mm)	800.0		
1100(6)i	meter	Polyvinyl Chloride Pipes (50.0 mm)	500.0		
1101(2)	fixtures	Single phase wall switch	15.0		
1101(16)	set	Double C.O. grounding type	26.0		
1102(1)	fixtures	Panel board with main and branch breakers	3.0		
1103(1)	fixtures	Lighting fixtures and lamps	65.0		
1109(1)	lot	Grounding System	3.0		
		<b>TOTAL</b>			
<b>J. LAN Works</b>					
1100(6)b2	meter	Polyvinyl Chloride Pipes (20.0 mm)	600.0		
1105(20)	lot	Network cabling	14.0		
1105(8)	m	Fiber optic cable (Ground installation)	300.0		
1105(9)	set	Fiber connector	1.0		
1105(1)	lot	Data Cabinet	2.0		
1106(1)	lot	CCTV System	1.0		
		<b>TOTAL</b>			
<b>K. Plumbing Works</b>					
1002(8)a	set	Water Closet (sensor type)	6.0		
1002(8)b	set	Urinal (Sensor-type)	2.0		
1002(15)b	set	Lavatory (Sensor - Type)	9.0		
1002(17)	set	Bidet	6.0		
1202(1)	lot	Automatic Fire Sprinkler System	40.0		
1208(1)	lot	Fire alarm System	1.0		
1202(8)	lot	Fire Hydrant	2.0		
		<b>TOTAL</b>			

<b>Item No.</b>	<b>Unit</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>L. Finishes</b>					
1018(4)	sq.m.	Synthetic Granite	466.0		
1032(1)a	sq.m.	Masonry painting	907.9		
1039(1)	sq.m.	Aluminum Cladding	160.0		
1043(2)	lot	PVC Door	5.0		
1051(1)	meter	Metal railings	47.0		
		<b>TOTAL</b>			
<b>M. Site Development</b>					
803(2)	cu.m.	Structure Excavation	8.0		
804(2)	cu.m.	Embankment	60.0		
903 (3)	lot	Formworks and Falseworks	1.0		
901(1)a4(3)	cu.m.	Structural Concrete	138.4		
902 (1) a3	kgs.	Reinforcing Steel	12000.0		
807(2)	lumpsum	Softscape	1.0		
		<b>TOTAL</b>			
<b>N. Equipment, Furnitures, and Fixtures</b>					
1200(13)	HP	Split-type ACU	86.0		
1003(32)	set	Modular Partition	15.0		
627(9)	40667.87	Supply and Install CPU	10.0		
		<b>TOTAL</b>			

## ***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.

**Additional Documentary Requirements: (Ref.: Annex G of the 2016 Revised IRR)**

**The first envelope (Technical Proposal)** shall contain all the required documents for infrastructure projects under Section 25.2(b) of the IRR of R.A. 9184 and the following **additional documents**:

- \_\_\_ (o) Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity;
- \_\_\_ (p) Design and construction methods;
- \_\_\_ (q) List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data; and
- \_\_\_ (r) Value engineering analysis of design and construction method.

**II. FINANCIAL COMPONENT ENVELOPE**

- (s) Original of duly signed and accomplished Financial Bid Form; (Lump sum bid prices, which shall include the detailed engineering cost)
- (t) Original of duly signed Bid Prices in the Bill of Quantities;
- (u) Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and
- (v) Cash Flow by Quarter and payment Schedule.

## ***Section X. Sample Forms***

1. Net Financial Contracting Capacity (NFCC) .....	36
2. Bid Securing Declaration .....	37
3. Omnibus Sworn Statement .....	38
4. Bid Form .....	40

## NET FINANCIAL CONTRACTING CAPACITY (NFCC)

The computation for the Net Financial Contracting Capacity (NFCC) should be included in the eligibility documents following the formula and format calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Note: K factor is fixed at 15

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

\*Current assets and current liabilities should be picked up from the corresponding entry in the audited financial statement for the year 2023/2024.

\*The NFCC should at least be equal to the Approved Budget for the Contract (ABC) to be bid.

Example:

Current Assets - P 5.2M

Current Liabilities - P 4.1M

Value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid– P 1.1M.

$$\text{NFCC} = (5.2\text{M} - 4.1\text{M}) * 15 - 1.1\text{M}$$

$$\text{NFCC} = 15.4\text{M}$$

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working

Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## Bid Form for the Procurement of Infrastructure Projects

*[shall be submitted with the Bid]*

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### BID FORM

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

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

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>1</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

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<sup>1</sup> currently based on GPPB Resolution No. 09-2020



- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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