

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Construction of Perimeter Fence and Improvement of Parking Area Along C3 Road, Teaño Training Center, Brgy. NBBS Kaunlaran, Navotas City (PIN 20201117)

City Government of Navotas

**Sixth Edition
July 2020**

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR

CONSTRUCTION OF PERIMETER FENCE AND IMPROVEMENT OF PARKING AREA ALONG C3 ROAD, TEAÑO TRAINING CENTER, BRGY. NBBS KAUNLARAN, NAVOTAS CITY

1. The **City Government of Navotas**, through the **2020 Annual Budget** intends to apply the sum of **Three Million Six Hundred Eighty-Three Thousand Nine Hundred Eighty-Two Pesos and Three Centavos (PhP 3,683,982.03)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Construction of Perimeter Fence and Improvement of Parking Area Along C3 Road, Teaño Training Center, Brgy. NBBS Kaunlaran, Navotas City (PIN 20201117)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **City Government of Navotas** now invites bids for the above Procurement Project. Completion of the Works is required **90 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 **City Government of Navotas – Bids and Awards Committee** and inspect the Bidding Documents at the address given below from **Monday to Friday, 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **November 11, 2020** from given address and website/sbelow *and upon* payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PhP 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The **City Government of Navotas – Bids and Awards Committee** will hold a Pre-Bid Conference on **November 18, 2020, 2:00 PM** at the **Mayor’s Conference**

Room, 4/F Navotas City Hall and/or through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **December 01, 2020, 12:00 noon**. 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 **December 01, 2020, 2:00 PM** at the **Mayor's Conference Room, 4/F Navotas City Hall** and/or via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. All interested bidders should submit, upon request of the Bidding Documents a Letter of Intent, in person, by facsimile, or through electronic means.
11. The **City Government of Navotas – Bids and Awards Committee** 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.
12. For further information, please refer to:

MS. EVANGELINE P. CRUZ, CPA
Head, BAC Secretariat

And / Or

Ms. Cristina A. Perez
Member, BAC Secretariat
Office of the BAC Secretariat
Fourth Floor, City Government of Navotas Building
1052 Mariano Naval Street, Navotas City 10527
Telefax: (02) 281 8531 local 406

13. You may visit the following websites:

For downloading of Bidding Documents: *[Indicate websites]*
notices.ps-philgeps.gov.ph
<https://www.navotas.gov.ph/OurGovernment/SealOfTransparency>

Date of Issue: **November 11, 2020**

(OSGD)
Atty. JOEL JOSELITO DG. PARONG
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **City Government of Navotas** invites Bids for the **Construction of Perimeter Fence and Improvement of Parking Area Along C3 Road, Teaño Training Center, Brgy. NBBS Kaunlaran, Navotas City**, with Project Identification Number **20201117**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2020 funding year** in the amount of **Three Million Six Hundred Eighty-Three Thousand Nine Hundred Eighty-Two Pesos and Three Centavos (PhP 3,683,982.03)**.

2.2. The source of funding is:
LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They

or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

- 7.2. 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 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:*

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 for **120 calendar days**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 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: Masonry Works, Concrete Works, Reinforcement/Metal Works and Structural Steel Works
7.1	Not applicable.
10.3	No further instructions.
10.4	The key personnel must meet the required minimum years of experience set below: <u>Key Personnel General Experience</u> Project Manager (2 years) Project Engineer (2 years) Materials Engineer (Accredited) (2 years) Safety Health Officer (2 years) General Foreman (2 years)
10.5	The minimum major equipment requirements are the following: <u>EquipmentCapacityNumber of Units</u> Dump Truck 1 unit Concrete Vibrator 1 unit Water Truck 1 unit Compactor 1 unit Grader 1 unit Welding Machine 1 unit
12	No further instructions.
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than PhP 73,679.64 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than PhP 184,199.10 (5% of ABC) if bid security is in Surety Bond.
19.2	No further instructions.
20	No further instructions.
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

Special Conditions of Contract

GCC Clause	
2	Not applicable.
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor on the NTP date.
6	The site investigation reports are: none
7.2	Five (5) years.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 10 days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 1%.
13	The amount of the advance payment is 15% of the contract price.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is 7 days after completion. The date by which "as built" drawings are required is 7 days after completion.
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 1%.

Section VI. Specifications

SPECIFICATIONS

GENERAL

1. The drawings and specifications are intended to be complementary. Anything shown on the drawings but not mentioned in the specifications and vice-versa shall be done as if were mentioned or indicated in both. Anything not expressly set forth in either but is reasonably implied or required in the process of completing any item within the scope of work shall be taken into account as though specifically mentioned or indicated in both.
2. The Contractor shall furnish all materials, labor and necessary equipment to complete the project. Construction shall be under the direct supervision of Licensed Architect or Civil Engineer.
3. Procurement of all necessary permits, licenses, inspection and other fees that may be required by the Local or National authorities shall be secured at the expense of the Contractor.
4. All changes in plans, such as addition, alteration and substitution of materials to be used shall have prior approval of the Procuring Entity.
5. The Procuring Entity shall in no way be liable for any damage/destruction of work or for the expense of replacement. The Contractor shall provide protections and be responsible for their own works at all times. Any damage in their own part shall be replaced or repaired at their own expense.
6. Unless otherwise specified, all materials shall be new and of best quality of their respective kinds of purpose.
7. Where no mention is made in this specification or in plans regarding the kind of materials, reference should be made to the Architect/Civil Engineer as to the kind of work to which it pertains.

FIELD OFFICE/BARRACKS

1. The contractor shall provide and maintain field office/barracks for their staff within the site of the work at designated location. It shall not be constructed on a location where it will be an obstruction to traffic flow.
2. The field office shall be constructed using coco lumber, marine plywood and G.I. sheet and the area shall not exceed 20 sq.m.
3. The contractor shall provide temporary water supply and electrical service in the field office as well as within the construction site. All temporary equipment shall be in accordance with the applicable provisions of the local government code. The contractor shall pay the cost of operation and maintenance of all temporary facilities.
4. The contractor shall provide security in the field office as well as in the construction site for the maintenance and protection of all facilities and equipments.
5. The contractor, upon completion of work, shall remove the field office and all temporary facilities and clear the site acceptable to the Procuring Entity.

PROJECT BILLBOARD/SIGNBOARD

1. The contractor shall install one (1) 4x8ft project billboard/signboard using tarpaulin posted on 1/4"x4'x8' marine plywood, in front of the project site. The contractor shall also install one (1) billboard/signboard as per COA Circular No. 2013-004.

2. Upon completion of the work, all signs installed shall be removed from the site.

OCCUPATIONAL SAFETY AND HEALTH PROGRAM

1. The contractor shall have on site a qualified safety officer to maintain safe working practices. The safety officer shall issue instructions and guidelines to prevent accidents on site.
2. The contractor shall be responsible for all the costs incurred by any member of its labor force as a result of injuries during project implementation.
3. The contractor shall also provide protective equipments to all staff and labor force. These equipments shall include safety shoes, safety gloves, safety helmet, rubber boots, and raincoats.

REMOVAL OF EXISTING STRUCTURE/OBSTRUCTION

1. The Contractor shall perform the work described above, within and adjacent to the roadway, on Government land or easement, as shown on the Plans or as directed by the Engineer. All designated salvable material shall be removed, without unnecessary damage, in sections or pieces which may be readily transported, and shall be stored by the Contractor at specified places on the project or as otherwise shown in the Special Provisions.
2. All concrete pavement, base course, sidewalks, curbs, gutters, etc., designated for removal, shall be:
 - Broken into pieces and used for riprap on the project, or
 - Broken into pieces, the size of which shall not exceed 300 mm (12 inches) in any dimension and stockpiled at designated locations on the project for use by the Government,
 - Otherwise demolished and disposed off as directed by the Engineer.

EXCAVATION

1. Unclassified Excavation
 - It shall consist of the excavation and disposal of all materials regardless of its nature.
2. Rock Excavation
 - It shall consist of igneous, sedimentary and metamorphic rock which cannot be excavated without blasting or the use of rippers, and all boulders or other detached stones each having a volume of 1 cubic meter or more as determined by physical measurements or visually by the Engineer.
3. Common Excavation
 - It shall consist of all excavation.
4. Muck Excavation.

- It shall consist of the removal and disposal of deposits of saturated or unsaturated mixtures of soils and organic matter not suitable for foundation material regardless of moisture content.

EMBANKMENT

1. Embankments shall be constructed of suitable materials, in consonance with the following definitions:
 - A. Suitable Materials
 - Selected Borrow, for topping – gradation that all particles will pass a sieve with 75 mm (3 inches) and not more than 15 mass percent will pass the 0.075 mm (No. 200) sieve.
 - Plasticity Index (PI) = 6% max Liquid Limit (LL) = 30% max
 - B. Unsuitable Materials
 - Materials containing detrimental quantities of organic materials, such as grass, roots and sewerage.
 - Organic soils such as peat and muck.
 - LL = exceeds 80 and PL = exceeds 55
 - Natural water content exceeding 100%.
 - Natural density, 800 kg/m³ or lower.
 - Soils that cannot be properly compacted as determined by the Engineer.
2. Where an embankment of less than 1.2 m (4 feet) below sub grade is to be made, all sod and vegetable matter shall be removed from the surface and the cleared surface shall be completely broken up by plowing, scarifying, or steeping to a minimum depth of 150 mm.
3. Wherever a compacted road surface containing granular materials lies within 900 mm (36 inches) of the sub grade, such old road surface shall be scarified to a depth of at least 150 mm (6 inches) whenever directed by the Engineer.
4. When excavated material contains more than 25 mass percent of rock larger than 150 mm in greatest diameter and cannot be placed in layers of the thickness prescribed without crushing, pulverizing or further breaking down the pieces resulting from excavation methods, such materials may be placed on the embankment in layers not exceeding in thickness the approximate average size of the larger rocks, but not greater than 600 mm (24 inches).

MASONRY WORKS

1. All concrete hollow blocks (CHB) shall be 5" thk 350-500psi.
2. All CHB mortar fillers and grout shall be mixed in volumetric proportions of one (1) part cement and six (6) parts sand. Plastering shall be mixed in volumetric proportions of one (1) part cement and three (3) parts sand.
3. Assembled masonry units and plastering works shall be true to line, plumb or level and shall conform to the dimensions as shown in the plans.

4. Mortar that is not used within 90 minutes after the water has been added shall be discarded.
5. Retempering of mortar will not be permitted.

CONCRETE WORKS

1. Shall be conform to Item 700 (Hydraulic Cement). Type of cement used in DPWH infrastructure as indicated in the blue book is Portland cement Type 1. However, Portland Pozzolan Cement Type IP meeting the requirements of AASHTO M240/ASTM C S95 can be allowed.
2. Aggregates shall not contain any substance which may be deleteriously reactive with alkalies in the cement.
3. Aggregates shall consist of gravel, crushed gravel or crushed stone.
4. Fly ash can be used as 20% partial replacement of Portland Cement in concrete mix
5. It is the intent of this Specification to require at least 364kg (9 bags) of cement per cubic meters to meet minimum strength requirement.
6. Vibrators shall operate at a frequency of 8,300 to 9,600 impulses per minute and in no case shall the vibrator be operated longer than 15 seconds in one location. Over vibration will result to segregation of aggregate.
7. Batch concrete weight shall have the tolerance of 1% of cement and 2% of aggregates
8. Concrete temperature during hot weather shall not exceed 90°F (32°C)
9. Concrete not in place within 90 min. from the time of mixing shall not be used.
10. When concrete shall be placed adjoining previously constructed lane and mechanical equipment will be operated on the existing lane, that previously constructed shall have attained strength for 14 day concrete. If only finishing equipment is carried on the existing lane, paving in adjoining lane may be permitted after 3 days.
11. Concrete layer shall not be left exposed for more than 1/2 hour of curing period (Curing period of 72 hrs (3days))
12. Removal of forms is permitted 24hrs minimum, after concrete pouring
13. Water used in mixing, curing or other designated application shall be reasonably clean and free of oil, salt, acid, alkali, grass or other substances injurious to the finished product. Water which is drinkable may be used without test.
14. Concrete shall be deposited in its final position without segregation and shall be carried on at such a rate that concrete is at all times plastic and flows readily into spaces between reinforcements. All concrete shall be consolidated by vibrators and shall be thoroughly worked around the reinforcement and into the corner of forms.
15. All concrete works shall be true to line, plumb or level and shall conform to the dimensions as shown in the drawings.
16. Repair of concrete imperfections shall be done within twenty-four (24) hours after removal of forms. Fins shall be neatly removed from exposed surfaces. Concrete that is damaged or honeycombed must be removed to reach sound concrete and replaced with concrete as instructed by the Engineer. Where large bulges and abrupt irregularities protrude, the protrusions shall be removed by brush hammering or grinding.
17. Opening to Traffic

- Pavement will be open unless it met the specified minimum strength requirement or if test is not yet conducted, it can be opened 14 days min.

REINFORCEMENTS/METAL WORKS

1. All reinforcement shall be intermediate steel, deformed and shall be in standard metric sizes and conforming to the requirements of the Philippine Trade Standards.
2. All reinforcements shall be placed in accordance with the drawings. In case of any doubt or ambiguity in placing steel, the contractor shall consult the Engineer for proper guidance.
3. All loose rust or scale, oil or other materials which tend to destroy bond between the concrete and the reinforcement shall be removed before placing the steel and before concreting begins.
4. Rebar splicing, hooks, bends and concrete cover shall be in accordance with the provisions of the Structural Code of the Philippines.
5. Wire ties shall be ASTM A 82, 16 – gauge double annealed wire. Provide corrosion resistant wire for precast concrete.
6. Allowable cover for reinforcement is indicated or noted on drawings, where no cover is indicated or noted on drawings, where no cover is indicated or noted, allow minimum of 3 inches of cover.
7. All steel bars must be positively identified as to heat numbers and mill analysis
8. All steel bars that cannot be identified by heat number and mill analysis shall have one tensile and one bend test made for each 2 ½ tons or fraction thereof, of each size and kind of reinforcing steel.
9. Testing procedure shall conform to ASTM A 615.

FORMWORKS

1. Provide forms, shoring, and scaffolding for concrete placement unless indicated.
2. Provide formwork with clean – out openings to permit inspection and removal of debris.
3. Forms submerged in water shall be watertight.
4. Coat the contact surfaces of forms before concrete placement with a no staining mineral oil, no staining form coating or two coats of nitrocellulose lacquer.
5. Removal of forms
 - Prevent concrete damage during concrete removal.

Description	min time	min % design strength
centering under girder, beam frames or arches	14 days	0.80%
floor slab	14 days	0.70%
walls	1 day	0.70%

columns	2 days	0.70%
sides of beams and all vertical surfaces	1 day	0.70%

STRUCTURAL STEEL WORKS

1. Provide only structural steel certificate as confirming with specified requirements and fabricate especially to the requirement of this contract. Material which, does not confirm to the requirements of this contract, may be contracted at any time prior to final acceptance.
2. Provide steel, shapes, plates and bars of structural quality, sizes and types noted on drawings for use in welded and bolted construction. Steel manufactured by acid Bressemer process shall be not used for structural purposes. Steel which in the opinion of the inspector is badly corroded or physically damaged, shall not be incorporated in work
3. For base metal conforming with ASTM A36, A53 and A500, shielded metal arc, flux-cored arc and submerged arc welding use E70XX, E7XT-X and F7X-EXXX electrodes in accordance with AWS 5-1, AWS a5 20, AWS A5.20 or AWS 23.
4. Provide all incidental and accessory materials, tools, methods and equipment required for fabrication and erection of structural framing as indicated on drawings.
5. Miscellaneous materials or accessories not listed above shall be provided as specified hereinafter under the various items of work and as indicated on the drawings or required for good construction practice.
6. Fabricate all steel in accordance with requirements of AISC specifications and in accordance with details indicated on the drawing or as approved o shop drawing
7. Materials shall be properly marked and matched – marked where field assembly requires.
8. Welding process other than shielded metal arc, flux core arc and submerged arc may be used provided procedure qualification tests in accordance with American Welding Society are made for the intended application of all such process.
9. Welds not specified shall be continuous fillet welds, using not less than the minimum fillet as specified by AWS

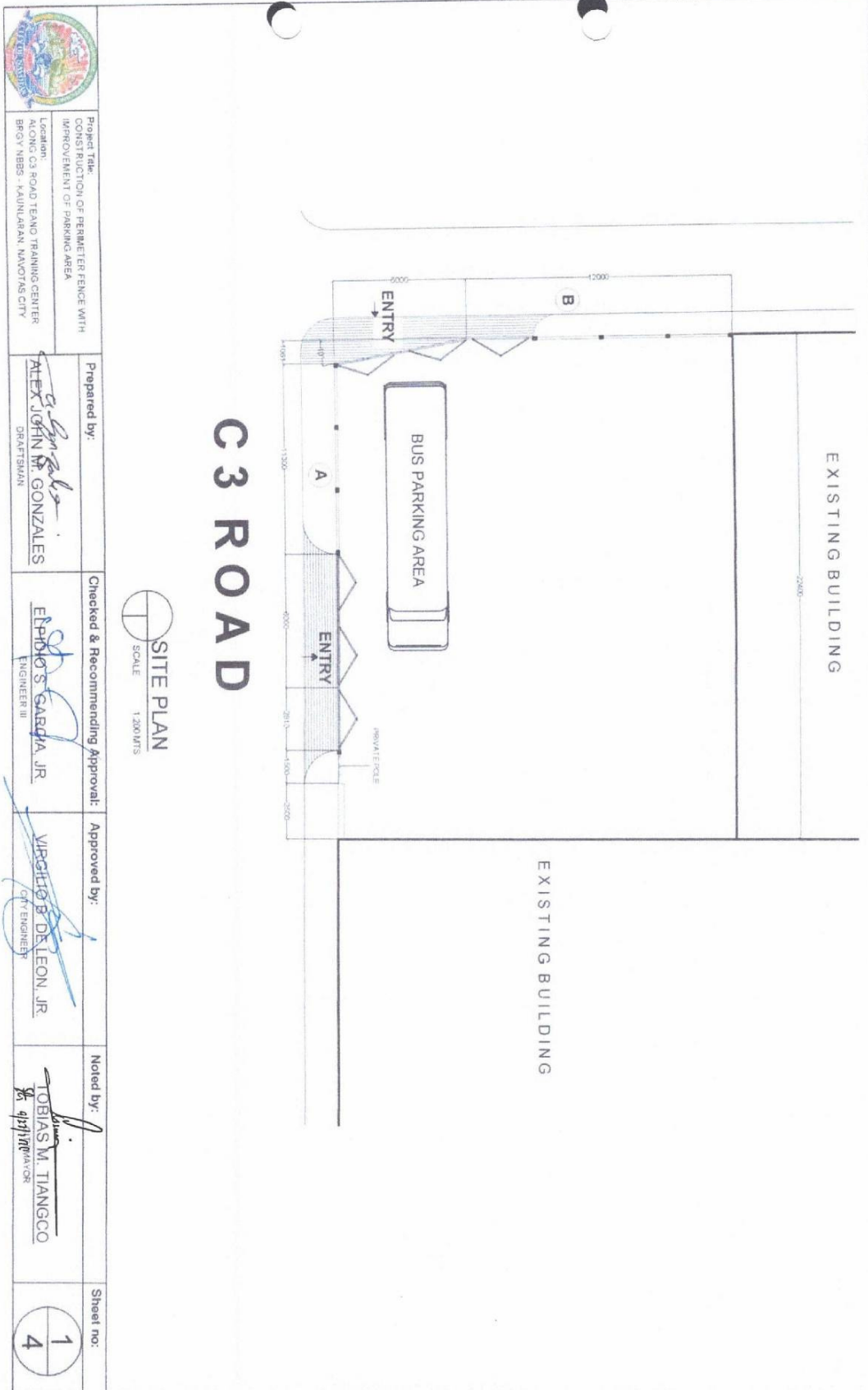
TINSMITRY AND PAINTING WORKS

1. All works shall be done with the standard practice for building construction employing experienced and competent workmen to do the job.

ELECTRICAL WORKS

1. All works shall be in accordance with the governing codes and regulations of the latest edition of the Philippine Electrical Code, with the rules and regulations of the National and Local Authorities concerned in enforcement of electrical laws and ordinances and with the rules and regulations of the utility companies concerned.

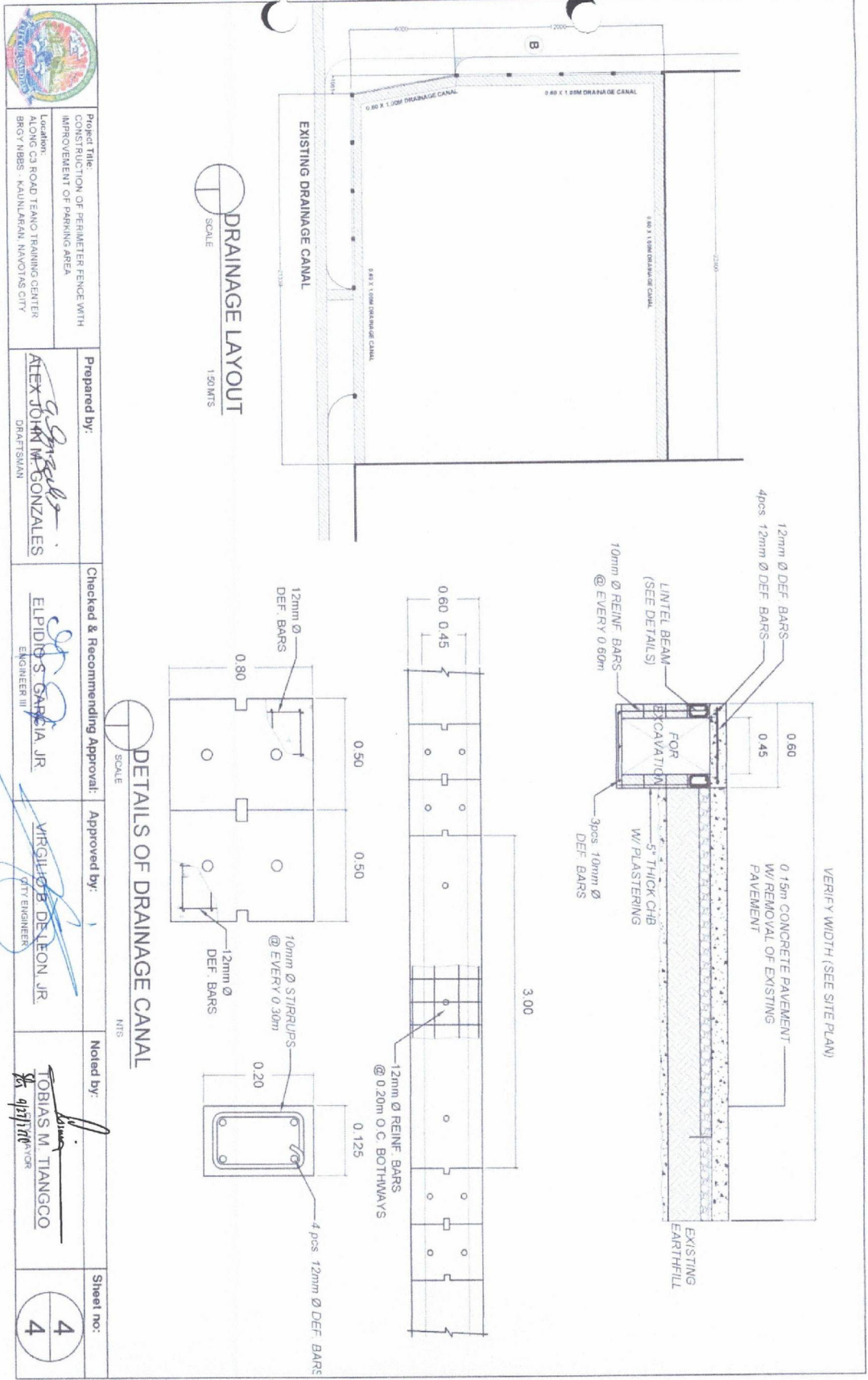
Section VII. Drawings



C3 ROAD

SITE PLAN
SCALE 1:200 MTS

 Project Title: CONSTRUCTION OF PERIMETER FENCE WITH IMPROVEMENT OF PARKING AREA Location: ALONG C3 ROAD TEANO TRAINING CENTER BRGY NBBS - KAUMLARAN, NAVOTAS CITY	Prepared by: <i>Alex John M. Gonzales</i> ALEX JOHN M. GONZALES DRAFTSMAN	Checked & Recommending Approval: <i>Elpidio S. Garcia, Jr.</i> ELPIDIO S. GARCIA, JR. ENGINEER III	Approved by: <i>Virgilio B. De Leon, Jr.</i> VIRGILIO B. DE LEON, JR. CITY ENGINEER	Noted by: <i>Tobias M. Tiangco</i> TOBIAS M. TIANGCO MANAGER	Sheet no: 1/4
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Section VIII. Bill of Quantities

BILL OF QUANTITIES

Name of Project:

Construction of perimeter fence and improvement of parking area

Location:

Along C3 Road Teaño Training Center Brgy. NBBS Kaunlaran, Navotas City

	Description	Qty.	Unit	Unit Cost	Amount
	Preliminaries				
d.001-17	Construction of field Office/Barracks	1.00	lot		
d.002 - 17	Project Billboard/Signboard	1.00	set		
d.003 - 17	Occupational Safety and Health Program	3.00	mon		
	Structural Works				
d.011a - 17	Reinforcement Steel	3,824.52	kg		
012f - 17	Concrete works w/ Forms (Class A)	45.53	cu.m		
012h - 17	Concrete works w/ Forms (7 days) - RMC	66.53	cu.m		
	Siteworks and Miscellaneous Structural Works				
004b - 17	Removal of Existing Structure (Concrete)	104.26	cu.m		
005 - 17	Excavation Common Soil	79.31	cu.m.		
006 - 17	Embankment (Backfilling)	62.17	cu.m.		
013 - 17	Hauling of Debris	104.26	cu.m.		
	Architectural Works				
	Masonry				
d.009a - 17	CHB Load Bearing (including Reinforcing Steel 127mm)	200.83	sq.m		
d.010 - 17	Cement Plaster Finish (25mm thk)	278.11	sq.m		
	Painting Works				
014e - 17	Painting (Masonry/Concrete) - 5 coating	153.37	sq.m		
026 - 17	Reflectorized Thermoplastic Stripping Materials (White)	16.73	sq.m		
055-19	Skimcoating	153.37	sq.m		
	Others				
	Steel Fence	1.00	lot		
	Steel Gate and Service Door	1.00	lot		
	Outdoor Lamp	1.00	lot		


Engr. Virgilio B. De Leon, Jr.
 City Engineer

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.

