

REPUBLIC OF THE PHILIPPINES
SUGAR REGULATORY ADMINISTRATION
NORTH AVENUE, DILIMAN, QUEZON CITY

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

**SUPPLY OF LABOR, MATERIALS AND EQUIPMENT FOR THE PROJECT
“RENOVATION OF PUMP HOUSE” AT SRA LAREC, FLORIDABLANCA,
PAMPANGA
(SHORT OF AWARD)**

**October 18, 2021, 9:30 AM
SRA Social Hall,
Sugar Regulatory Administration
North Avenue, Diliman, Quezon City**

**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

SUGAR REGULATORY ADMINISTRATION
North Avenue, Diliman, Quezon City

INVITATION TO BID

SUPPLY OF LABOR, MATERIALS AND EQUIPMENT FOR THE PROJECT “RENOVATION OF PUMP HOUSE” AT SRA LAREC, FLORIDABLANCA, PAMPANGA (SHORT OF AWARD)

1. The **Sugar Regulatory Administration (SRA)**, through the **2017 General Appropriations Act (GAA) Continuing Budget** intends to apply the sum of **One Million One Hundred Fifty Thousand Pesos (Php1,150,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply of Labor, Materials and Equipment for the project “Renovation of Pump House” for the Sugar Regulatory Administration**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Sugar Regulatory Administration (SRA)** now invites bids for the above Procurement Project. Completion of the Works is required **within 75 calendar days from receipt of the Contract and Notice to Proceed**. 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 **BAC Secretariat, Sugar Regulatory Administration (SRA)** and inspect the Bidding Documents at the address given below from **8:00 AM – 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **September 24, 2021 to October 18, 2021** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees, the manner will be presented in person or electronic means.
6. The **Sugar Regulatory Administration (SRA)** will hold a Pre-Bid Conference on **October 05, 2021, 9:30 AM** at **SRA Social Hall, Sugar Regulatory Administration (SRA), North Avenue, Diliman, Quezon City** through physical or face-to-face or through video conferencing or webcasting *via MS Teams or 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 indicated below on or before **October 18, 2021, 9:30 AM**. 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 **October 18, 2021, 9:30 AM** at the given address below **SRA Social Hall, Sugar Regulatory Administration (SRA), North Avenue, Diliman, Quezon City** through physical or face-to-face. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. No bidder shall "Deal Secretly" or give commission to any SRA Officers/Employees pursuant to SRA Memorandum dated September 8, 2016. Violation of the restriction shall be a ground for disqualification.
11. The **Sugar Regulatory Administration (SRA)** 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:

Engr. Arnold A. De Castro
Head, BAC Secretariat
Sugar Regulatory Administration (SRA),
North Avenue, Diliman, Quezon City
bacsra@gmail.com
Tel. No. (02) 3455-07-93
www.sra.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: ***www.sra.gov.ph***

For online bid submission: ***bacsra@gmail.com***

September 16, 2021

ATTY. BRANDO D. NOROÑA
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Sugar Regulatory Administration (SRA)** invites Bids for the **Supply of Labor, Materials and Equipment for the Project “Renovation of Pump House” for the Sugar Regulatory Administration**, with Project Identification Number *srainfra21-002*.

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

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

2. Funding Information

The source of funding is through the **2017 General Appropriations Act (GAA) Continuing Budget** in the amount of **One Million One Hundred Fifty Thousand Pesos (Php1,150,000.00)**.

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:
[*Select one, delete other/s*]

- a. 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 criterial 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 **October 05, 2021 9:30 AM** at **SRA Social Hall, Sugar Regulatory Administration, North Avenue, Diliman, Quezon City** through physical or face-to-face or through video conferencing or webcasting *via MS Teams or Zoom* which shall be open to prospective bidders 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:*

[Select one, delete other/s]

a. Philippine Pesos.

b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]*

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 *One Hundred Twenty (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: Construction of vertical structure/building.
10.3	Philippine Contractors Accreditation Board (PCAB) License Category - C & D Size Range – Small B
10.4	The key personnel must meet the required minimum years of experience set below: <u>Key Personnel</u> <u>General Experience</u> <u>Relevant Experience</u> Project Manager, Project/Site Engineer, Materials Engineer, Safety Officer, Construction Foreman, Skilled Workers, Laborers With at least 3 years work experience in building construction.
10.5	The minimum major equipment requirements are the following: <u>Equipment</u> <u>Capacity</u> <u>Number of Units</u> Power Tools, Welding Machine, Oxy Acetylene with cutting outfit, Jack Hammer, Steel Scaffolding and all/any other equipment needed to complete/finish the project.
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 23,000.00 , [equivalent to two percent (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 57,500.00 , [amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.
20	<i>Building Permit, Environmental Compliance Certificate and other Local Government Unit requirement, Certification that the project site is not within a geohazard zone, etc.]</i>
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule, bar chart and S-curve, manpower schedule, construction methods/program of works, equipment utilization schedule, construction safety and health program approved by the DOLE, and PERT/CPM or 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	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i> Upon receipt of the Notice to Proceed
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	<i>[Select one, delete the other.]</i> <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> Fifteen (15) years. <i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years. <i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.
10	<i>[Select one, delete the other:]</i> 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 <i>[insert number]</i> 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 <i>[insert amount]</i> .
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> . The amount of the advance payment is 15% of the contract price.
14	<i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall not be

	included for payment.
15.1	The date by which operating and maintenance manuals are required is <i>[date]</i> . The date by which “as built” drawings are required is <i>[date]</i> .
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> .

Section VI. Specifications

PROJECT : RENOVATION OF PUMP HOUSE

LOCATION : SRA-LAREC, Floridablanca, Pampanga

OWNER : SUGAR REGULATORY ADMINISTRATION

WORK DURATION : 75 Working days

PROJECT IMPLEMENTATION : By Contract

TOTAL PROJECT COST : Php. 1,150,000.00

TERMS OF REFERENCE:

A. GENERAL NOTES:

1. The work to be done shall include the furnishing of all tools, equipment, labor and materials, including all operations necessary to conduct and complete the project.
2. All permits/clearances needed for the implementation of the project shall be secured at the expense of the contractor.
3. In the interpretation of the drawings, indicated dimensions shall govern and distances or sizes shall not be scaled for construction purposes.
4. Prior to commencement of construction, the contractor shall verify dimension, elevations, member sizes, and details of existing structures as required for the provision of work.
5. The site shall be prepared and clean by removal of all objectionable materials such as grass, trees, bushes, shrubs, etc. from the job site.
6. All unsuitable materials shall be properly removed and disposed off as directed by the Engineer/owner.
7. All salvage materials shall be properly disposed off as directed by the owner.
8. Workers must have complete personnel uniform/Identification card/protective equipment for the entire duration of the project.
9. Proper housekeeping must always be strictly observed on the jobsite,
10. Any damaged of utilities/ properties caused by the project implementation shall be repaired/replaced at the expense of the contractor.

B. SCOPE OF WORKS AND SPECIFICATIONS:

I. EARTHWORKS

1. The building shall be properly staked out, line and grade shown in the drawings shall be established before the excavation starts. Basic batter board and reference mark shall be erected at such places where they will not be dislocated during the construction of the foundation.
2. Excavation. Excavate to the lines and elevations as required. Excavation shall comprise and include the satisfactory removal and disposal of all materials encountered regardless of the nature of the materials. Make excavations sufficiently large to permit placing and removal of forms, installations of waterproofing, damp-proofing and utilities, and to permit inspection thereof.
3. Filling and Compaction. When the concrete poured on the foundation has hardened and can already withstand the pressure resulting from fills, the materials removed from the excavations shall be used for backfilling them. Place fill materials in horizontal loose layers in such a manner as to produce a uniform thickness of materials. Placement shall start in the deepest area and progress approximately parallel to the finished grade. Thickness of layer before compaction shall not be placed on areas where free water is standing or on surface which have not been approved. Compact each layer of fill with equipment to achieve full compaction.

II. CONCRETE WORKS

1. The mixture of all classes of concrete shall be design and approved by the Engineer to obtain concrete having a compressive strength as specified herein under at the age of twenty eight days.

a.) Class "A"	220 kg/sq.cm	8.5 bags/cum
b.) Class "B"	175 kg/sq.cm	7.0 bags/cum
c.) Class "C"	141 kg/sq.cm	6.0 bags/cum

2. Unless otherwise indicated in the plan the classes of concrete to be used in the works shall be as follow.
 - a) Class "A" (for all footings, columns, beams, slabs)
 - b) Class "C" (for CHB filler and plastering)
3. The cement shall conform to the standards specifications for Portland cement.
4. Water to be used in concrete, mortar and grout shall be free from objectionable quantities of silt, organic matter, alkali and other impurities.
5. Aggregates size shall be 20mm for columns and 40mm for footings.
6. Minimum concrete cover for reinforcing bars shall not be less than:
 - 75mm - uniformed concrete deposited against ground
 - 40mm - beams and columns not exposed to ground or to weather
 - 20mm - slabs and wall not exposed to ground or to weather
7. Prior to placing of concrete, all reinforcing steel, anchor bolts, dowels, embedded structural steel shapes, bars, plates or other inserts, shall be well secured in position and approved by the engineer.

8. Steel reinforcing bars to be used shall be of standard deformed structural bars.
9. Steel reinforcement for concrete shall be formed accurately according to sizes of the columns, beams, girders, footings, slabs etc., where they are to be used. They shall be tied together each bar intersection with gauge 316 tie wire.
10. Steel bars shall be free from rust, scale or other coating which would destroy or reduce the bond with concrete.
11. Forms shall be used whenever necessary to confine the concrete and shape it to the required lines, or ensure to concrete against contamination by foreign materials or sloughing from adjacent excavated surface. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete and shall be maintaining rigidly, in concrete position. Forms shall be sufficiently tight to prevent loose of matter from the concrete.
12. Cleaning and oiling of forms. At the time of concrete is placed in forms, the surface of the forms shall be free from encrustations of mortar, grout or other foreign materials that would contaminate the concrete or interfere requirements relative to the finished of formed surface. The form shall be oiled with a commercial form oil that will effectively prevent sticking and will not stain the concrete surface.
13. Removal of forms. Forms shall be removed as soon as possible to enable the earliest practicable repair of surface imperfections, but in no case shall be removed before approval of the engineer. Any needed repair or treatment shall be performed at once, and then followed immediately by the specified curing. Forms should be removed with care so as to avoid injuring of the concrete.
14. Pipes and conduits embedded in concrete shall be placed before depositing concrete. They shall be of such size and in such location as not duly impair the strength of the construction.
15. All dowels for anchorage of vertical and horizontal reinforcement of the CHB wall and anchor bolts including structural frames, drains and all other materials in connection with concrete construction, is practically be placed and secured in position before the concrete is placed.
16. Flooring shall be of plain cement finished for interior and rough finished for exterior, with 10mm bars spaced at 0.8m both ways.

III. MASONRY WORKS

1. Concrete Hollow Blocks units (5" CHB) and partition shall be manufactured locally by "Rigid Blocks" or shall conform to the latest requirement of ASTM C-129. They shall be true to size, without cracks, splits or other defects which may impair the strength of durability. Portland cement mortar for laying blocks shall consist of (1) Portland cement, (3) parts clean coarse sand. Only sufficient water to make workable mixture will be permitted.
2. Erection. All masonry units shall be laid plumb and level. The blocks shall be laid on full mortar bleeding and adjusted to its final position while the mortar is still soft and plastic to ensure a good bond. All joints should be filled with mortars at time it is laid.
3. Bed joints (horizontally) and head joints (vertical) shall be 10mm with full mortar coverage on the shells with against the proceeding one so that the mortar will bond blocks.

4. Unless otherwise indicated in the drawings, vertical and horizontal reinforcement shall be 10mm at 0.6m on the concrete both ways. Reinforcing bars shall be straight except corners. Splices shall be lapped a distance sufficiently to develop the stress in the bar no less than 36 bar diameter.
5. All horizontal reinforcements shall be tied to vertical reinforcements.
6. Unless indicated otherwise, all concrete and CHB wall shall be plain cement finished. Cement plaster finish shall be true to details and plumbed.

IV. STEEL WORKS

1. Fabrication and erection of structural steel should be in accordance with the AISC code standard practice for steel buildings & bridges.
2. The steel structures shall be erected plumb and true to line and grade. Bracings and support shall be introduced whenever necessary to take care of all loads to which the structure may be subjected. Such bracing shall be left in place as long as may be required for safety.
3. Actual measurement (length/distance) should be verified prior to fabrication and installation
4. Provide 50x50x4.5mm angular cleat to hold and support purlins.
5. All connections should be fully welded using E60 30 electrodes.
6. Welding should conform to AWS D.1.5. Minimum welds size to be 5mm fillet weld. All welds on exposed steel shall be reasonably smooth and of uniform surface.
7. All welded connection should be painted in accordance with the specification for special protective paint system.
8. All trusses, gusset plates, sag rods, cross bracing, purlins & other steel should be painted with two coats of primer paints and one coat QDE.

V. ROOFING WORKS

1. All pre-painted metal sheet and roofing accessories shall be oven baked painted. Pre-painted roofing sheets shall be fabricated from cold rolled galvanized iron sheets specially tempered steel for extra strength and durability. It shall conform to the material requirements defined in PNS 67: 1985
2. Base metal thickness shall correspond to the following gauge and designation available locally:

Base Metal Thickness	Designated Gauge
0.40mm thk.	Gauge 26
0.50mm thk.	Gauge 24
0.60mm thk.	Gauge 22

3. The materials for roofing shall be pre-painted rib-type long span with a metal thickness of 0.50mm and all bended accessories shall be pre-painted and the same thickness to roofing materials.

VI. CEILING WORKS/CARPENTRY WORKS (A= 4m x 9m)

1. Ceiling Board shall be of 4 x 8 x 1/4 Hardiflex, and 12 x 38 x 1.0mm G.I. carrying channel, 19 x 50 x 0.4mm G.I. double furring channel spaced at 0.60 on center both ways and 25 x 25 x 0.6mm G.I. wall angle.
2. Furring shall be secured to masonry or concrete by means of wall plugs, and shall be plumbed, aligned and attached securely to walls, beams, joists, rafters or trusses.
3. Only metal hangers should be used. It shall be well braced and hanger to form a stiff ceiling.

VII. FABRICATED MATERIALS (Doors, Windows and Grills) Complete finish, door knob, hardware and accessories. See existing.

1. Furnish materials and equipment and perform labor required to complete specified doors, windows and frames.
2. See drawings and details for sizes, types, location, extend and other requirements.
3. All frames shall be erected plumb, square, and true line and level.
4. Each door shall be accurately cut, trimmed and fitted to its frame and hardware.
5. All doors and windows shall operate freely and with all hardware properly adjusted and functioning.
6. Schedule:

3 sets - 0.80m x 2.1m, Ga. 14 GI steel door bended/molded on 2x3x1.2 G.I. tubular frame and 2x5 steel door jamb

1 set - 2.0m x 2.10m steel double door grill with 2x3x1.2mm GI tubular main frame, 1x1x1.2mm tubular bar spaced at 0.10m and molded gauge 14 GI sheet

1 set – 0.6m x 2.1m PVC door

30 m² - Steel grill on top of 1.0m CHB wall - 1 x 1 x 1.2mm GI tubular steel bar spaced at 0.10m and 1 1/2 x 1 1/2 x 1.2mm GI tubular steel bar main frame

5 sets - 1.8m x 1.3m Steel Window- with 3/16 Z bar main frame, 12mm std. square bar grills and 3/16 smoke glass

VIII. TOILET/PLUMBING WORKS

All piping materials, fixtures and appliances fitting accessories whether specifically mentioned or not but necessary to complete this item shall be furnished and installed in accordance with the latest edition of the National Plumbing Code.

Provision/installation of:

1. Complete sanitary pipe lines, uPVC pipes series 1000.
2. One set water closet "American Standard" or POZZI, complete accessories and fittings (as per sample).
3. Vent pipes, cleanouts and floor drains.
4. 30cm x 30cm ceramic tiles for floor tiles and wall tiles H= 1.8m (as per sample).
5. 1.6m x 1.6m x 2.6m toilet (40x40x10 footing, 15x15 column, 15x15 beam, 2x4 GI tubular, 2x3 GI purlins, 10mm bars, 12mm bars, 4"CHB)
6. 1.8m x 1.8m x 2m septic tank with (complete reinforcement 10mm bars, 12mm bars, 4"CHB, etc.)

IX. PAINTING WORKS

1. All surface whether concrete, steel or wood shall be properly cleaned and sanded before application of the first coating.
2. All cracks and opening and joints shall be properly applied with putty/mesh tape and sanded until it is smooth before applying with the first coating.
3. Cement surfaces shall be first treated with the cement neutralizer to ensure the effectiveness of the paint.
4. All paints shall be delivered at the jobsite in their original containers, with labels intact and seals unbroken. All paints shall be standard specified by its brand manufacturer.
5. All paint products call for under this specifications shall be the best grade of paint, "Boysen", 'Davies", or approved equal, and shall be applied in conformity with the manufacturer's painting specifications.
6. Painting applications shall be of three (3) coats. Apply semi-gloss finish for interior wall and ceiling, QDE for steel and wood, and Elastomeric paint for exterior wall.

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.]

PLEASE REFER TO THE BIDDING DOCUMENTS ON FILE WITH THE BIDS AND AWARDS COMMITTEE (BAC) SECRETARIAT.

Section VIII. Bill of Quantities

Project: RENOVATION OF PUMP HOUSE

Location : SRA- LAREC, Floridablanca, Pampanga

Subject: Bill of Quantities

Description	Qty.	Unit	Unit Cost	Amount
Item I. Permits and clearances	1	lot		
Item II. Mobilization/Demobilization	1	lot		
Item III. Demolition Works/Clearing Pull-out/removal of trees/shrubs	1	lot		
Item IV. Earth Works				
Excavation	26	cu.m		
Backfilling	15	cu.m		
Sub Total				
Item V. Form Works and Scaffolding	1	lot		
Item VI: Concrete, Flooring, and Masonry Works				
Portland cement	268	bags		
Fine Aggregates	29	cu.m		
Course Aggregates	18	cu.m		
5" CHB	2060	pcs		
12 mm x 6m Std. Def. Bar	166	pcs		
10 mm x 6m Std. Def. Bar	179	pcs		
#16 GI Tie Wire	12	kls		
Sub Total				
Item VII. Structural Steel Works				
2 x 6 x 1.5mm x 6m G.I. Tubular Steel	32	pcs		
2 x 3 x 1.2mm x 6m G.I. C-Purlins	34	pcs		
2 x 6 x 1.5mm x 6m G.I. C-purlins Senepa	8	pcs		
1 1/2 x 1 1/2 x 6mm Angle bar	3	pcs		
Consumables	1	lot		
Sub Total				
Item VIII. Roofing and Tinsmithing Works				
0.5mm x 1.05m G.I. Rib Type Long Span	125	ln.m		
0.5mm x 24" G.I. Flashing	12	pcs		
0.5mm G.I. Ridge roll	6	pcs		
Hardware & Consumables	1	lot		

Sub Total			
Item IX: Ceiling Works (A=4mx9m)			
Hardiflex Ceiling Board 4x8x1/4	15	pcs	
12x38x1.0mm G.I. Carrying Channel	40	lin.m.	
19x50x0.4mm G.I. Double Furring Channel	120	lin.m.	
25x25x0.6mm G.I. wall angle	42	lin.m.	
Furring clip, carrying channel clip,suspension rod metal hanger, screw, concrete nail, etc.	1	lot	
Sub Total			
Item X: Toilet & Septic Tank			
Water Closet (Standard)	1	set	
Floor Drain	1	set	
12x12 Floor Tiles (CR) Mariwasa	38	pcs	
12x12 Wall tiles (CR) Mariwasa	128	pcs	
ABC Grout	2	cls	
Cement	30	bags	
Fine Aggregates	2	m3	
Course Aggregates	4	cu.m	
4" CHB	450	pcs	
10 mm x 6m Std. Def. Bar	14	pcs	
2 x 4 x 1.2 GI tubular steel	2	pcs	
2 x 3 x 1.2 GI purlins	3	pcs	
0.5mm x 1.05m G.I. Rib Type Long Span	9	ln.m	
Pipes, pipe fittings, sanitary lines	1	lot	
Sub Total			
Item XI. Fabricated Doors with complete hardwares and accessories			
0.8 x 2.1 - Ga. 14 GI Steel Door Bended on 2x5 GI steel door jamb	3	sets	
2.0 x 2.1 - Steel double door grill with 2x3x1.2mm GI tubular main frame, 1x1x1.2mm GI tubular bar, molded gauge 14 GI sheet	1	set	
0.6 x 2.1 - PVC door	1	set	
Steel grill on top of 1.0m CHB wall - 1 x 1 x 1.2mm GI tubular steel bar and 1-1/2 x 1-1/2 x 1.2mm GI tubular steel bar main frame	30	m2	
1.8m x 1.3m Steel Window- with 3/16 Z bar main frame, 12mm std. square bar grills and 3/16 smoke glass	5	sets	
Sub Total			
Item XII. Painting Works			
Latex paint	16	gal.	
Elastomeric paint	12	gal.	

Enamel paint	12	gal.		
Thinner	2	gal.		
Consumables, brush, spatula, stuppa rugs, skim coat, colors etc.	1	lot		
Sub Total				
Total Cost of the Project				

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.