



Republic of the Philippines
Municipality of Teresa
Province of Rizal

BIDDING DOCUMENTS

**CONSTRUCTION OF FLOOD CONTROL
ALONG TERESA RIVER, BRGY. PRINZA (PHASE 2)**

Teresa-2023-08-019

August 2023

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Section I. Invitation to Bid



Republic of the Philippines
Municipal Government of Teresa
Corazon C. Aquino Ave., Barangay Poblacion, Teresa, Rizal 1880

Bids and Awards Committee

Invitation to Bid for CONSTRUCTION OF FLOOD CONTROL ALONG TERESA RIVER, BRGY. PRINZA (PHASE 2)

1. The Municipal Government of Teresa, through the ***CY 2023 Annual Budget-20% Development Fund***, intends to apply the sum of ***EIGHT MILLION EIGHT HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED SIXTY-THREE PESOS & 80/100 (₱ 8,869,663.80)*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Construction of Flood Control Along Teresa River, Brgy. Prinza (Phase 2) (Teresa-2023-08-019)***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Municipal Government of Teresa now invites bids for the above Procurement Project. Completion of the Works is required in ***90 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 Municipal Government of Teresa and inspect the Bidding Documents at the address given below from 8:00AM to 5:00PM.
5. A complete set of Bidding Documents may be acquired by interested bidders on ***August 15, 2023 to September 5, 2023*** 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 ***ten thousand pesos (₱10,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The Municipal Government of Teresa will hold a Pre-Bid Conference on ***August 22, 2023, 2:00PM*** at the Conference Room, Teresa Municipal Hall, Corazon C. Aquino Ave., Poblacion, Teresa, Rizal 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 ***September 5, 2023, 12:00NN***. 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 ***September 5, 2023, 2:00PM*** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Municipal Government of Teresa reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Sherylene SN. Villarin
Office of the Municipal Mayor
Teresa Municipal Hall, Corazon C. Aquino Ave., Poblacion, Teresa, Rizal
Sherylenevillarin26@gmail.com
02-8250-6800 loc. 518

12. You may visit the following websites:

For downloading of Bidding Documents: *philgeps.gov.ph*

August 2023

ATTY. CHERYL P. ANN
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Municipal Government of Teresa invites Bids for the ***Construction of Flood Control Along Teresa River, Brgy. Prinza (Phase 2)***, with Project Identification Number ***Teresa-2023-08-019***.

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 ***CY 2023 Annual Budget-20% Development Fund*** in the amount of ***EIGHT MILLION EIGHT HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED SIXTY-THREE PESOS & 80/100 (₱ 8,869,663.80)***.

2.2. The source of funding is: ***Budget 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.
 - a. Subcontracting is not allowed.
- 7.1. *(Not Applicable)* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. *(Not Applicable)* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. *Payment of the contract price shall be made in: Philippine Pesos.*

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **January 2, 2024**. 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 15 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

ITB Clause																															
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <ul style="list-style-type: none"> a. <i>Earthworks</i> b. <i>Flood Control and Drainage</i> c. <i>Bank and Slope Protection Works</i> 																														
7.1	<i>Subcontracting not allowed.</i>																														
10.3	<i>None</i>																														
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" data-bbox="368 719 1410 965"> <thead> <tr> <th data-bbox="368 719 671 748"><u>Key Personnel</u></th> <th data-bbox="671 719 927 748"><u>General Experience</u></th> <th data-bbox="927 719 1410 748"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="368 748 671 777"><i>Project Manager</i></td> <td data-bbox="671 748 927 777"></td> <td data-bbox="927 748 1410 777"></td> </tr> <tr> <td data-bbox="368 777 671 806"><i>Project Engineer</i></td> <td data-bbox="671 777 927 806"></td> <td data-bbox="927 777 1410 806"></td> </tr> <tr> <td data-bbox="368 806 671 835"><i>Safety Officer</i></td> <td data-bbox="671 806 927 835"></td> <td data-bbox="927 806 1410 835"></td> </tr> <tr> <td data-bbox="368 835 671 864"><i>Construction Foreman</i></td> <td data-bbox="671 835 927 864"></td> <td data-bbox="927 835 1410 864"></td> </tr> <tr> <td data-bbox="368 864 671 893"><i>Skilled Laborer</i></td> <td data-bbox="671 864 927 893"></td> <td data-bbox="927 864 1410 893"></td> </tr> <tr> <td data-bbox="368 893 671 922"><i>Laborer</i></td> <td data-bbox="671 893 927 922"></td> <td data-bbox="927 893 1410 922"></td> </tr> <tr> <td data-bbox="368 922 671 965"><i>First Aider</i></td> <td data-bbox="671 922 927 965"></td> <td data-bbox="927 922 1410 965"></td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	<i>Project Manager</i>			<i>Project Engineer</i>			<i>Safety Officer</i>			<i>Construction Foreman</i>			<i>Skilled Laborer</i>			<i>Laborer</i>			<i>First Aider</i>								
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" data-bbox="368 1032 1410 1335"> <thead> <tr> <th data-bbox="368 1032 608 1061"><u>Equipment</u></th> <th data-bbox="608 1032 815 1061"><u>Capacity</u></th> <th data-bbox="815 1032 1410 1061"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1061 608 1090"><i>Dump Truck</i></td> <td data-bbox="608 1061 815 1090"></td> <td data-bbox="815 1061 1410 1090"><i>2</i></td> </tr> <tr> <td data-bbox="368 1090 608 1120"><i>Water Truck</i></td> <td data-bbox="608 1090 815 1120"></td> <td data-bbox="815 1090 1410 1120"><i>1</i></td> </tr> <tr> <td data-bbox="368 1120 608 1149"><i>Water Pump</i></td> <td data-bbox="608 1120 815 1149"></td> <td data-bbox="815 1120 1410 1149"><i>1</i></td> </tr> <tr> <td data-bbox="368 1149 608 1178"><i>One-Bagger Mixer</i></td> <td data-bbox="608 1149 815 1178"></td> <td data-bbox="815 1149 1410 1178"><i>1</i></td> </tr> <tr> <td data-bbox="368 1178 608 1207"><i>Backhoe with Breaker</i></td> <td data-bbox="608 1178 815 1207"></td> <td data-bbox="815 1178 1410 1207"><i>1</i></td> </tr> <tr> <td data-bbox="368 1207 608 1236"><i>Plate Compactor</i></td> <td data-bbox="608 1207 815 1236"></td> <td data-bbox="815 1207 1410 1236"><i>1</i></td> </tr> <tr> <td data-bbox="368 1236 608 1265"><i>Payloader</i></td> <td data-bbox="608 1236 815 1265"></td> <td data-bbox="815 1236 1410 1265"><i>1</i></td> </tr> <tr> <td data-bbox="368 1265 608 1294"><i>Motorized Grader</i></td> <td data-bbox="608 1265 815 1294"></td> <td data-bbox="815 1265 1410 1294"><i>1</i></td> </tr> <tr> <td data-bbox="368 1294 608 1323"><i>Vibrator Roller</i></td> <td data-bbox="608 1294 815 1323"></td> <td data-bbox="815 1294 1410 1323"><i>1</i></td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	<i>Dump Truck</i>		<i>2</i>	<i>Water Truck</i>		<i>1</i>	<i>Water Pump</i>		<i>1</i>	<i>One-Bagger Mixer</i>		<i>1</i>	<i>Backhoe with Breaker</i>		<i>1</i>	<i>Plate Compactor</i>		<i>1</i>	<i>Payloader</i>		<i>1</i>	<i>Motorized Grader</i>		<i>1</i>	<i>Vibrator Roller</i>		<i>1</i>
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12	<i>Not Applicable</i>																														
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>one hundred seventy-seven thousand three hundred ninety-three pesos & 28/100 (P177,393.28)</i>, 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 <i>four hundred forty-three thousand four hundred eighty-three pesos & 19/100 (P443,483.19)</i> if bid security is in Surety Bond. 																														
19.2	<p>Partial bids are allowed, as follows: <i>One lot only</i></p>																														
20	<i>No additional licenses and permits needed.</i>																														
21	<p>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.</p>																														

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

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

4. The Contractor's Obligations

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

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

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

GCC Clause	
2	<i>90 days upon start of work</i>
4.1	<i>Upon issuance of Notice to Proceed</i>
6	The site investigation reports are: <i>none</i>
7.2	<i>Five (5) years.</i>
10	<i>No dayworks are applicable to the contract.</i>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>10</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>10% of contract cost.</i>
13	The amount of the advance payment <i>shall not exceed 15% of the total contract price and schedule of payment.</i>
14	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>December 2023.</i> The date by which "as built" drawings are required is <i>December 2023.</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>10% of contract cost.</i>

Section VII. Drawings

See attached

Section VIII. Bill of Quantities

Item Number	Description	Qty	Unit	Unit Cost	Amount
Part A - Facilities for Engineer					
A.1.1(8)	Provision of Field Office for the Engineer (Rental Basis)	2.99	mo.		
Part B - Other General Requirements					
B.5	Project Billboard/Sign Board	1.00	each		
B.7(2)	Occupational Safety and Health Program	1.00	l.s.		
B.9	Mobilization/Demobilization	1.00	l.s.		
B.15(2)	Detour/Access Road	121.65	l.m.		
B.17	Temporary Diversion Waterway	1.00	l.s.		
Part J - Flood Control & Drainage		43.94			
Part I-A	Earthworks				
1700(1)	Clearing and Grubbing	556.37	sq.m.		
1702(1)a	Structure Excavation (Common Soil)	1,799.75	cu.m.		
1704(1)a	Embankment (from Roadway Excavation/Structure Excavation)	1,551.74	cu.m.		
1704(1)b	Embankment (from Borrow)	254.15	cu.m.		
Part I-B	Bank and Slope Protection Works				
1713(1)	Rubble Concrete	1,496.30	cu.m.		
1718(1)	Pipe Culverts	4.00	l.m.		

Prepared and submitted by:

 Signature Over Printed Name
 (Authorized Representative)

Section IX. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) 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**
- (c) 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**
- (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) 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**
- (f) 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**
- (g) 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

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (i) 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

- (j) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit price of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (m) Cash Flow by Quarter.

❖ **PLEASE ATTACH AUDITED FINANCIAL STATEMENT TO THE NFCC**