

PRESIDENTIAL COMMISSION ON GOOD GOVERNMENT

PHILIPPINE BIDDING DOCUMENTS

**Retrofitting of the PCGG – IRC Main and Annex
Buildings (Structural)**

(Project Reference No. - 2021 PCGGBAC-003)

**Approved Budget for the Contract
(Php6,000,000.00)**

**Sixth Edition
August 2021**

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

Presidential Commission on Good Government

INVITATION TO BID FOR THE SUPPLY OF LABOR, MATERIALS, TOOLS, EQUIPMENT AND TECHNICAL SUPERVISION FOR THE RETROFITTING OF THE PCGG MAIN BUILDING AND ANNEX BUILDING

1. The PCGG-Bids and Awards Committee (PCGG-BAC), through the FY 2020 GAA Continuing Appropriation intends to apply the sum of **SIX MILLION PESOS Php6,000,000.00** being the Approved Budget for the Contract (ABC) to payments under the contract for the Supply of Labor, Materials, Tools, Equipment and Technical Supervision for the Retrofitting of the PCGG – IRC Main and Annex Buildings (Structural) under Project Reference No. 2021 PCGGBAC-003. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The PCGG now invites bids for the above Procurement Project. Completion of the Works is required within One Hundred Eighty (*180 days from receipt of 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 and inspect the Bidding Documents at the address given below from 9:00 am to 4:00 p.m., Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested bidders on September 10-18, 2021 from the given address and Philgeps and PCGG Websites *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 (P 5,000.00).* The PCGG shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means.*
6. The PCGG will hold a Pre-Bid Conference¹ on September 20, 2021 at PCGG Salonga Conference Room, Ground Floor, 82 IRC Building, EDSA, Mandaluyong City and/or through videoconferencing/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 October 4, 2021 at 10:00 A.M. Late bids shall not be accepted.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

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 4, 2021 at 10:00 A.M. at the given address below and/or through videoconferencing/webcasting via ZOOM. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The PCGG 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:

THE BAC SECRETARIAT

Bids and Awards Committee
IRC BUILDING, 82 IRC EDSA,
MANDALUYONG CITY
Tel. No.: (02) 87212849
e-mail: gloria.llaneza@pccgg.gov.ph
randy.sosa@pccgg.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

PHILGEPS and PCGG Websites - pccgg.gov.ph

September 6, 2021

ROMULO A. SIASON
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, Presidential Commission on Good Government invites Bids for the Procurement of the Retrofitting of the PCGG – IRC Main and Annex Buildings (Structural) with Procurement Project No. 2021 PCGGBAC-003.

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 FY 2020 GAA Continuing Appropriations in the amount of **SIX MILLION PESOS (Php6,000,000.00)**.

a. The source of funding is NGA, the National Expenditure Program.

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.

8. Pre-Bid Conference

The PCGG will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Salonga Conference Room, 82 IRC Building, EDSA, Mandaluyong, City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

- 14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 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

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause											
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <ol style="list-style-type: none"> Retrofitting of the PCGG Main (3 storey) and Annex Building (2 storey) Completed within one hundred eighty (180) calendar days from receipt of Notice to Proceed. <p><i>[provide description/clarification of what are major categories of work].</i></p>										
7.1	Subcontracting is not allowed.										
10.3	<p><i>The following license/s and permit/s shall be required.</i></p> <p><i>Valid PCAB License and Registration of at least Medium A, License Category B</i></p> <p><i>[Specify if another Contractor license or permit is required.]</i></p>										
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1"> <thead> <tr> <th><u>Key Personnel</u></th><th><u>Relevant Experience</u></th></tr> </thead> <tbody> <tr> <td>(1) Project Manager</td><td>10</td></tr> <tr> <td>(2) Civil/Structural Engineer</td><td>10</td></tr> <tr> <td>(1) Safety Officer (SO2)</td><td>5</td></tr> <tr> <td>(1) Document Controller</td><td>5</td></tr> </tbody> </table> <ul style="list-style-type: none"> Valid licenses issued by the Professional Regulatory Commission (PRC) and current PTR accordingly for the professional Key Personnel. <p>The Engineers should be a member in good standing of Philippine Institute of Civil Engineers.</p> <p>The Bidder shall submit the following documents (Section X. Bidding Forms)</p> <ul style="list-style-type: none"> List of Contractors Personnel to be assigned to the contract to be bid with their respective curriculum vitae showing, among others, their educational attainment, professional qualification and experiences; and Duly signed Statement of Availability of Key Personnel and Equipment 	<u>Key Personnel</u>	<u>Relevant Experience</u>	(1) Project Manager	10	(2) Civil/Structural Engineer	10	(1) Safety Officer (SO2)	5	(1) Document Controller	5
<u>Key Personnel</u>	<u>Relevant Experience</u>										
(1) Project Manager	10										
(2) Civil/Structural Engineer	10										
(1) Safety Officer (SO2)	5										
(1) Document Controller	5										

10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><td><u>Equipment</u></td><td><u>Capacity</u></td><td><u>Number of Units</u></td></tr><tr><td>Mixer</td><td></td><td>?</td></tr><tr><td>Concrete Vibrator</td><td></td><td></td></tr><tr><td>Minor Tools</td><td></td><td></td></tr></table> <p>The Bidder shall submit the following documents (Section X. Bidding Forms):</p> <ul style="list-style-type: none">• List of Contractor’s Equipment OWNED/LEASED assigned to the Proposed Contract (Section IX. Bidding Forms)• 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.	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Mixer		?	Concrete Vibrator			Minor Tools		
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>											
Mixer		?											
Concrete Vibrator													
Minor Tools													
12	<i>No further instructions.</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> <p>a. The amount of not less than Php 120,000.00 (2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than Php 300,000.00(5%) of ABC] if bid security is in Surety Bond.</p>												
16.	Each Bidder shall submit One (1) Set Original Copy and One (1) Set of Duplicate Copy for the first and second components of its bid.												
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation and contract award.												
20	Copy of Income and Business Tax Return stamped “RECEIVED” by the Bureau of Internal Revenue (BIR) duly filed thru Electronic Filing and Payment System (EFPS), Tax Return filed with EFPS with corresponding reference number shall be deemed duly stamped and received by BIR, pursuant to BIR Revenue Regulation No. 3-2005 dated February 16, 2005.												
21	<p>List of additional contract documents:</p> <p>a. Bar chart/S-Curve and Cash Flow (duly signed)</p> <p>b. Duly signed Organizational Chart for the contract to be bid (duly signed)</p> <p>c. Duly signed List of contractor’s personnel to be assigned to the contract to be bid with their complete qualification and experience data (duly signed)</p> <p>d. Duly signed list of contractor’s equipment units (duly signed)</p> <p>e. Narrative Construction Methods (e.g. Dismantling and Installation) (duly signed)</p> <p>f. Manpower utilization schedule (duly signed)</p> <p>g. Equipment utilization schedule (duly signed)</p>												

	<p>h. Occupational Safety and Health program (Duly prepared/signed by the Safety Officer (trained by DOLE accredited training organization) and the Project Manager/Engineer)</p> <p>i. PERT/CPM (duly signed)</p> <p>j. Certificate of Site Inspection (duly notarized)</p> <p>k. Statement of Availability of Key Personnel and Equipment (duly signed)</p> <p>l. In case of discrepancy on the office address in Class “A” Documents (i.e. Legal Documents); bidder shall submit written explanation regarding the matter. (duly signed)</p> <p>m. Construction Safety and Health Program received and approved by DOLE per D.O. 129, series of 2014 dated 24 November 2014. (Shall be submitted by the winning bidder from receipt of the Notice of Award before the signing of the contract)</p> <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>
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	Not Applicable
4.1	No further instruction.
6	None.
7.2	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> a. Dayworks are applicable at the rate shown in the Contractor's original Bid. b. No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within five (5) days of delivery of the Notice to Proceed.
11.2	The amount to be withheld for late submission of an updated Program of Work is One tenth of one percent (1/10th of 1%) of the total contract price for every calendar day of delay.
13	The amount of the advance payment is 15% of the total contract price to be recouped for every progress billing.
14	<i>No further instructions.</i>
15.1	The date by which operating and maintenance manuals are required is Thirty (30) calendar days from completion of the project. The date by which "as built" drawings are required is Thirty (30) calendar days from completion of the project.
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 equivalent to the final progress billing.
15.3	The PCGG may withdraw and/or cancel the award of the retrofitting project as well as the retrofitting itself at any stages without prejudice to the PCGG and the Government which provisions shall be part of the Terms of Reference for the said procurement.

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure

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

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

PRESIDENTIAL COMMISSION ON GOOD GOVRTNMENT
IRC Building, 82 EDSA, Mandaluyong City

Terms of Reference

**SUPPLY OF LABOR, MATERIALS, TOOLS, EQUIPMENT
AND TECHNICAL SUPERVISION FOR THE RETROFITTING
OF THE PCGG MAIN BUILDING AND ANNEX BUILDING**

BACKGROUND

In the implementation of the plans and programs to effect the commitment for an excellent and better service to the taxpayers, the Presidential Commission on Good Government is embarking on a Project for the Proposed Retrofitting of the PCGG – IRC and Annex Buildings (Structural) located at 82 EDSA, Mandaluyong City.

Relative to this, the Presidential Commission on Good Government intends to engage the technical services of a qualified Construction Company to undertake the abovementioned project.

I. PROJECT DESCRIPTION

a) Project Name and Location

Procurement of Infrastructure Project for Retrofitting of the PCGG – IRC and Annex Buildings (Structural)

End-User: Presidential Commission on Good Government

Floor Area: Approximately 1,890 sq.m. for IRC Main Building and nd 925 sq.m. for Annex Building

Type of Building: Three storey Concrete Structure (IRC) and Two-storey Concrete Structure (Annex)

b) Implementing Agency:

Administrative Services Division of the Presidential Commission on Good Government

II. DURATION OF CONTRACT

The contract for the proposed project shall be within a period of one hundred eighty (180) calendar days upon receipt of Notice to Proceed.

III. GENERAL CONDITIONS

3.1 The CONTRACTOR shall supply the labor, materials and equipment, necessary for the Construction of the proposed building within the following conditions:

3.1.1 A Building Permit must be secured from the Building Official of the City of Mandaluyong and submitted to the Administrative Services Division of the Presidential Commission on Good Government.

3.1.2 Conduct Ocular Inspection/Site Inspection prior to the submission of Bid

3.1.3 All specifications as stated in the Section VI of the bidding documents and attached "Annex A" (Design Parameters) shall govern the methods of construction and the kind of materials to be used for the proposed project shown in the plans and detailed drawings.

3.1.4 The plans, detailed drawings, specifications, detailed Bill of Quantities, Terms of Reference, Contract Agreement and other Bid Documents shall be considered as complementing each other, so that what is mentioned or shown in one, although not mention in the other, shall be considered as appearing on both. In case of conflict between the two, the same should be referred to the Designing Engineering for resolution with the approval of the Head of the Procuring Entity (HOPE) of the Presidential Commission on Good Government.

3.1.5 The construction shall be finished with first class workmanship to the satisfaction of the PCGG.

3.1.6. The construction works shall conform to the requirements of the National Building Code, National Structural Code of the Philippines, Code of Professional Practice and other related pertinent practices,

codes in the Philippines as well as the local rules, regulations and ordinances of the City Government and must be acceptable to PCGG.

3.1.7 Itemized of Bill of Quantities

3.1.7.1 The items, description and quantities given on the first three columns of the Bill of Quantities under Section VIII, guides only to the bidder interpreting the plans and technical specifications. PCGG, BAC and TWG is not responsible for any mistakes, inaccuracies, duplications or omissions in these lists of the Bill of Quantities which shall never be a basis for additions or deletions to the scope of work. Only the entries of the Bidder on the last three columns consisting of his own take off quantities from the plans and technical specifications and his unit cost and corresponding sums shall be considered.

3.1.7.2 The Bill of Quantities prepared by the Bidder cannot be used as basis for claims for any extra work, but may only be used solely by the PCGG, BAC and TWG as aid in judging if bid is a responsive bid.

3.1.7.3 The unit and total bid prices must include all direct and indirect cost/expenses such as overhead, contingencies and miscellaneous (OCM); profit, plus the corresponding value added tax and other obligations of any kind under which the contract must be borne by the Contractor since they are necessary to install, construct and complete the whole of the contract in accordance with the bid documents.

3.1.7.4 Use form prescribed under Section VIII in the preparation of Detailed Cost Estimate for every work item.

3.1.8 All permits and corresponding fees as may be assessed by the local government unit/regulating agencies shall be on the account of the Contractor.

3.1.9 The PCGG may withdraw and/or cancel the award of the retrofitting project as well as the retrofitting itself at any stages without prejudice to the PCGG and the Government which provisions shall be part of the Terms of Reference for the said procurement

IV. SCOPE OF WORKS

4.1 WORK/OPERATION PLAN

- 4.1.1 The CONTRACTOR shall submit the project work plan/PERT-CPM consisting of the specific work activities within Five (5) calendar days upon receipt of the Notice to Proceed.

4.2 CONTRACTUAL SCOPE OF WORKS

- 4.2.1 The CONTRACTOR shall provide professional services and other support services necessary for the implementation of the complete construction of the proposed project.

- 4.2.2 The CONTRACTOR shall be responsible for providing complete professional services for all aspects of the proposed project including, but not limited to the following:

4.2.2.1 Perform data collection and field investigation to determine actual site conditions specifically the preservation of architectural finishing, if any.

4.2.2.2 Architectural photo documentation and determination of existing finishes for affected areas to be tabulated with corresponding type of material and location. To be submitted as a pre-requisite prior to the demolition and surface preparation.

4.3 CONSTRUCTION PHASE

- 4.3.1 The CONTRACTOR shall prepare, secure, submit, process all necessary documents (permits, security clearances, plans, etc.) and payment of all assessed fees and other incidental expenses related thereto as may be required by the Local Government Unit, Utility Firms (Electric Cooperative, Local Water Utilities Administration, PLDT, etc.) and other Regulating Agencies.

- 4.3.2 The CONTRACTOR shall undertake the Retrofitting of the PCGG – IRC and Annex Building (Structural) and its required infrastructures and appurtenances in accordance with approved plans and designs as follows:

4.3.2.1 Design Plans

4.3.2.2 Design Specifications

- 4.3.3. The CONTRACTOR shall designate one (1) Project Manager/Engineer, two (2) Civil/ Structural Engineer, one (1) Safety Officer 2 (SO2) and one (1) Document Controller who shall work full time during the construction period/duration of the contract and shall be in charge of the construction work and perform the following but not limited to:
- 4.3.3.1 Coordinate with the PCGG thru the Engineering Office regarding the implementation of the construction project
 - 4.3.3.2 Schedule, oversee and monitoring the day to day construction works
 - 4.3.3.3 Coordinate, address and resolve all concern/s of nearby buildings and structures relative to the construction and related services as required by LGU and other regulating agencies.
 - 4.3.3.4 Prepare daily activity reports, weekly and monthly accomplishment reports supported with progress photographs and S-Curves to monitor actual progress status report and to be used as basis for progress billing.
 - 4.3.3.5 Conduct a weekly status construction coordination meeting with the PCGG during which a weekly progress report on all activities for the previous week will be submitted.
- 4.3.4 The CONTRACTOR shall be responsible in conducting the necessary tests required. The testing laboratory must be accredited by DPWH and must be witnessed by any authorized representatives of the HOPE and the consultant. For the additional structural elements, standard testing for concrete and reinforcing bars are required prior to pouring.
- 4.3.5 The CONTRACTOR shall be responsible for restoring walls and structures of adjacent properties at the vicinity of the property site as may be affected during the construction works, if any.
- 4.3.6 The CONTRACTOR shall provide all the necessary safety equipment such as board-up and closure signages, mechanical blowers to collect dust during surface preparation and other required equipment to make sure that the operations of the adjacent structures will not be affected.

4.3.7 The CONTRACTOR shall be responsible in the hauling and disposal of debris and other construction wastes.

4.3.8 The CONTRACTOR shall be responsible in the over-all restoration of wall and floor finishes, ceiling and other architectural finishes as indicated in the preliminary tabulation of finishes in the Pre-Construction Phase.

4.3.9 The CONTRACTOR shall provide all other works and/or materials not included in this Terms of Reference but are essential for the satisfactory completion of the Project at no additional cost to the PCGG.

4.3.10 Electric and Water Consumption for the duration of the contract shall be for the account of the Contractor.

V. POST CONSTRUCTION DOCUMENTATION

5.1 The CONTRACTOR shall submit the following project documentations within thirty (30) calendar days from the completion of the project.

5.1.1 As-built Plans duly signed and dry-sealed by the concerned Designed Engineer with his/her valid registration/professional license number, date of registration and current PTR Number affixed/stamped on every page/sheet of the document of the following:

- Structural Plans
- Concrete Repair Plans
- Other Relative Plans
-

5.1.2 All Plans and Documents shall be delivered in sets as follows:

5.1.2.1 One (1) set Original Copies, scaled 1:100 meter prepared in Auto CADD Format, printed/plotted in Mylar Sepia original copies.

5.1.2.2 Five (5) sets Blue Prints copies of each plan

5.1.2.3 Two (2) sets Soft copies in CD-ROM format

5.1.2.4 Certificate of Occupancy (Building)

5.1.2.5 Certificate of Warranty for one (1) year to cover the “One – Year Defects Liability Period” of the Contractor. Form of warranty shall be in accordance with the provisions of the “Revised IRR of Republic Act No. 9184, otherwise known as the Government Procurement Act”

5.1.2.6 Other documents processed and issued in favor of the PCGG during the construction periods (i.e. Inspection Reports, Building Permits, Official Receipts, and related documents other than stated in Section 4.3.1)

VI. POST CONSTRUCTION WARRANTIES

6.1 The CONTRACTOR shall also provide within ten (10) year product warranty period at no additional cost to the Presidential Commission on Good Government (PCGG) all replacement units/parts with the same quality, standard and specification.

VII. SAFETY ENCLOSURES

7.1 Provide safety nets (enclosures, shielding, coverings, warning device, keep-off limits signs, etc.) upon the start of the project to ensure protection of the general public and preservation of damage to properties.

VIII. PROVISION OF STORAGE AND MATERIAL HANDLING

8.1 The CONTRACTOR shall store his materials, equipment and tools in one place of the building. The area shall be coordinated with the Administrative Services Division of the PCGG. It shall be kept neat and clean all the times. Any damage thereto or to the surrounding area arising from the accident, etc. shall be repaired and/or restored to its original condition. Likewise, extra care shall be taken in storage of hazardous chemicals in order to avoid accident, explosion and/or fires. The job site shall be cleaned at the end of every working day.

8.2 Provisions for securing and safekeeping the stored materials, tools and equipment during the construction project shall be for the account of the contractor.

IX. CLEARING OF SITE

The CONTRACTOR shall clean the whole area by removing debris, discards, excesses and spillage and shall leave the entire premises free from rubbish caused by their work to the satisfaction of the PCGG at no extra cost.

X. SERVICE LEVEL AGREEMENT

Presidential Commission on Good Government shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance.

COMPONENTS	DESCRIPTION	LIQUIDATED DAMAGES
10.1 Completion and Acceptance of the project in its entirety	Finish the project within on hundred eighty (180) calendar days upon receipt of Notice to Proceed.	One tenth of one percent (1/10 th of 1%) of the cost of the unfinished portion of the project for every calendar day of delay.
10.2 Project Work Plan	The CONTRACTOR shall submit a work plan consisting of the specific work activities (Sections 4.1.1 and 4.2)	One tenth of one percent (1/10 th of 1%) of the total contract price for every calendar day of delay.
10.3 Secure and submit the unnecessary documents (permits, clearances, plans, etc)	Within forty-five (45) calendar days upon receipt of NTP (Section 4.3.1)	One tenth of one percent (1/10 th of 1%) of the labor cost for every day of delay
10.4 One (1) Project Manager/Engineer and one (1) Safety Engineer 2 (SO2)	The CONTRACTOR shall designate one (1) Project Manager and one (1) Safety Officer 2 (SO2) who shall work full time during the construction period/duration of the contract (Section 4.3.3)	One tenth of one percent (1/10 th of 1%) of the labor cost for every day of absence

10.5 Two (2) Civil/Structural Engineers (CE/SE)	The CONTRACTOR shall designate two (2) Civil/Structural Engineers who shall work full time during the construction period/duration of the contract (Section 4.3.3)	One tenth of one percent (1/10 th of 1%) of the labor cost for every day of absence
10.6 One (1) Document Controller	The CONTRACTOR shall designate one (1) Document Controller who shall work full time during the construction period/duration of the contract (Section 4.3.3)	One tenth of one percent (1/10 th of 1%) of the labor cost for every day of absence
10.7 Submission of Post-Construction Documentation	The CONTRACTOR shall submit the project documentations within thirty (30) calendar days from the completion of the project as provided under Section 5.1.	One tenth of one percent (1/10 th of 1%) of the total contract price for every calendar day of delay to be deducted from the final billing.

XI. WARRANTIES OF THE CONTRACTOR

11.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this Terms of Reference.

11.2 The CONTRACTOR warrants, represents and undertakes reliability of the service and that their manpower complements are hardworking, qualified, reliable and dedicated to do the service required to the satisfaction of the PCGG. It shall employ well-behaved and honest employees. They shall wear IDs when working within the construction site. It shall not employ PCGG employees and their relatives within the fourth civil degree of consanguinity or affinity to work in any category whatsoever.

11.3 The CONTRACTOR shall comply with the laws governing employees, compensation, Philhealth, Social Security and/or labor standard and other laws, rules and regulations applicable to its personnel employed by the CONTRACTOR on account of contracted services. The CONTRACTOR shall

pay its personnel not less than minimum wage and other benefits mandated by law.

- 11.4 The CONTRACTOR in performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives of Regulatory Authorities and Commissions. The CONTRACTOR undertakes to pay all fees or charge payable to any instrumentality of government or to any other duly constituted authority relating to the construction project at no cost to PCGG.
- 11.5 The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices. A Construction Safety and Health Program approved by the DOLE must be submitted by the Contractor including the deployment of a full-time Safety Engineer on site.
- 11.6 The CONTRACTOR shall coordinate with any authorized and/or designated PCGG personnel in the performance of their jobs.
- 11.7 The CONTRACTOR shall be liable for loss, damages, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility thereof and the PCGG shall be specifically release from any responsibility arising therefrom.
- 11.8 The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest therein.
- 11.9 The CONTRACTOR shall be solely liable to its suppliers and the PCGG shall be free from any liabilities that may arise from CONTRACTOR-SUPPLIER agreement.
- 11.10 The CONTRACTOR, prior to entering into a subcontract, shall secure the approval from the Head of the Procuring Entity (HOPE) subject to the condition that it should be less than fifty percent (50%) of the project cost.

XII. TERMS OF PAYMENTS

12.1 Advance Payment

The CONTRACTOR shall, upon written request shall be allowed to collect advance payment in an amount not exceeding fifteen percent (15%) of the total contract price.

The advance payment shall be made only upon submission to and acceptance by the PCGG of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission.

Advance Payment shall be repaid by the Contractor by deducting fifteen percent (15%) from his periodic progress payment a percentage equal to the percentage of the total contract price used for advance payment.

12.2 Progress Payment

Progress Billing shall be made with the following scheme based on the computed area of accomplishment:

Progress Billing	Percentage of Accomplishment	Percentage of Claim
First Billing	40%	40% of TCP as assessed & certified by PCGG
Second Billing	60%	20% of TCP as assessed & certified by PCGG
Third Billing	80%	20% of TCP as assessed & certified by PCGG
Final Billing	100%	20% of TCP as assessed & certified by PCGG

All progress billings shall be supported by a Statement of Work Accomplishment which shall be validated by the PCGG through the issuance of a Certificate of Percentage of Accomplishment, approved by the Administrative Services Division.

A Certificate of Inspection and Acceptance Report shall be issued by the Project Proponent and approved by Administrative Services Division Chief.

All payments made to the CONTRACTOR shall be subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding Tax on VAT of five (5%) and the retention money of ten percent (10%) shall be retained from every Progress Billing.

12.3 Retention Money

The retention money shall be released upon issuance of Affidavit of Quit Claim duly notarized issued by the Contractor and then Certification of No Pending Issues issued by the End-User/Project Proponent after the lapse of the warranty period.

12.4 Payment/s shall be made within a reasonable time from submission of Final Acceptance Certificate issued by the Bids and Awards Committee and approved by the Head of the Agency and all other required documents based on existing issuances.

XIII. Details and Specifications under the Design Parameters (“Annex A”) shall be considered as part of this “Term of Reference (TOR)”.

XIV. PRE-TERMINATION OF CONTRACT

14.1 The Contract for the Retrofitting of the PCGG – IRC and Annex Buildings (Structural) may be pre-terminated by PCGG for any violation of the terms of the contract or for the slippage of not more than 15%. In case of pre-termination, the CONTRACTOR shall be informed by the PCGG thirty (30) days prior to such termination.

14.2 In case of pre-termination, the CONTRACTOR shall be liable to an additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the RA 9184 and forfeiture of the Performance Security.

14.3 The PCGG shall have the right to blacklist the CONTRACTOR in case of pre-termination.

Prepared and Submitted for Approval:

Approved by:

Atty. Mivez Anne Pawid

Vice Chairperson

Steve M. Alcantara

Member

Raquel S. Bunag

Member

John S. Jao

Member

Charity D. Catabas

Member

Mark J. Abelon

Member

Romulo A. Siazon

Chairperson

Section VII. Drawings

[Sir/Ma'am, WE WILL E-MAIL TO YOU THE DRAWINGS as per your request.]

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

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

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

Signature Box

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

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

Section 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.

