

Republic of the Philippines  
City of Legazpi  
**BIDS AND AWARDS COMMITTEE**  
City Hall Compound, Legazpi City  
E-mail Address: [gso\\_sec@yahoo.com](mailto:gso_sec@yahoo.com)  
Tel No. (052) 481-6190

## INVITATION TO BID

The Bids and Awards Committee (BAC) of the City Government of Legazpi, invites qualified contractor's to bid for the following project:

Contract ID : INFRA –BID-06-004-2023  
Contract Name : Furnishing of Labor, Construction Materials and Equipment Rental for the Proposed Construction of Super Health (Phase I)  
Contract Location : Brgy. 62, Homapon, Legazpi City  
Approved Budget for the Contract : Php 6,435,000.00  
Contract Duration : 180 Calendar Days  
Funding Source : Trust Fund  
Tender Documents : Ten Thousand Pesos Only (Php 10,000.00)

The procurement process of the afore-mentioned projects will be conducted by this Bids and Awards Committee (BAC) in accordance with the Revised IRR of R.A. 9184, otherwise known as the New Procurement Law.

All prospective bidders must submit a Letter of Intent (LOI) together with Special Power of Attorney (SPA) or duly notarized board secretary's certificate issued to their authorized representative specifically intended for the aforementioned project, present the original and submit copy of the PCAB license (Medium A), Mayors Permit, DTL, Tax Clearance, Philgeps Certificate (Platinum) and certified copy of proof of completed contract similar to the project to bid (at least 50%) within the last five years, purchase bid documents, and must meet the following major criteria: (a) Filipino citizen of 75% Filipino owned partnership, corporation, cooperative, or joint venture with PCAB license applicable to the type and cost of this contract, (b) Net Financial Contracting Capacity at least equal to ABC, or credit line commitment for at least 10% of ABC. The non-discretionary pass/fail criteria will be used in the eligibility check and preliminary examinations of Bids.

A complete set of hard copies of Bidding Documents may be purchased in cash from BAC Secretariat with the address below, It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS), provided that bidders shall pay the fee for the Bidding Documents not later than the submission of their bids. 18

The schedule of key procurement activities are as follows:

1. Issuance of Bidding Documents	June 15, 2023 to June 28, 2023
2. Pre Bid Conference	June 22, 2023, 2:00 Pm.at City Museum Office, Gregorian Mall, Old Albay District, Legazpi City
3. Deadline of receipt of Letter of Intent (LOI)	June 23, 2023 until 10:00 A.m., City Engineer Office, Dap-Dap, Legazpi City
4. Deadline of Receipt of Bid Documents	July 4, 2023 at 12.00 noon. at City General Services Office, City Hall Compound Legazpi City
5. Opening of Bid Documents	July 4, 2023 at 2:00 P.m at City Internal Audit Office, Conference Room, City Hall Compound, Legazpi City

All dealings, including electronic transactions, by the prospective bidders (including owner representing a single proprietorship) with the BAC and its Secretariat or TWG, shall be made only by a representative duly authorized by proper authentic sworn document/s submitted on or before the transaction.

Failure to comply with any of the foregoing requirements is a ground for automatic disqualification of a bidder. The City Government of Legazpi reserves the right to accept or reject any bid, to annul the bidding process, and/ to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder/s.

For further information, please refer to:

**MS. KRISTINE M. TORRES**  
Head BAC Secretariat  
General Service Office, City Government of Legazpi  
City Hall Compound, Legazpi City 4500  
Email Address: [Sec\\_gso@yahoo.com](mailto:Sec_gso@yahoo.com)

*Signed*  
**Atty. MARIETTA B. CLEDERA**  
BAC Chairman

Date: June 15, 2023

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

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

The Procuring Entity, Local Government Unit of Legazpi invites Bids for the **PROPOSED CONSTRUCTION OF SUPER HEALTH CENTER BUILDING (MEDIUM SCALE), BRGY. 62, HOMAPON, LEGAZPI CITY (Phase I)** and Project Identification Number **BID-INFRA-06-004-2023**.

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 TRUST FUND 2023 in the amount of Php 6,435,000.00.

2.2. The source of funding is:

a. Trust Fund (DOH-Bicol)

### **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 allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

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

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

- 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. Additionally, 4 duplicate copies of the first and second components are to be submitted as well. However failure of the bidder to submit the additional 4 copies is not 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. At this point however, electronic submission is not yet allowed.

## 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	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: (Building)																														
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10.3	<i>No other permit is required. ]</i>																														
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" data-bbox="313 682 1419 874"> <thead> <tr> <th data-bbox="313 682 711 715"><u>Key Personnel</u></th> <th data-bbox="719 682 1036 715"><u>General Experience</u></th> <th data-bbox="1044 682 1419 715"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="313 727 711 760">1 - Project Engineer</td> <td data-bbox="719 727 1036 760">Civil Engineer</td> <td data-bbox="1044 727 1419 760">5 Years</td> </tr> <tr> <td data-bbox="313 767 711 799">1 - Materials Engineer</td> <td data-bbox="719 767 1036 799">Accredited Materials Engineer/ Civil</td> <td data-bbox="1044 767 1419 799">5 Years</td> </tr> <tr> <td data-bbox="313 807 711 839">1 – Safety Office</td> <td data-bbox="719 807 1036 839">Accredited by DOLE</td> <td data-bbox="1044 807 1419 839"></td> </tr> <tr> <td data-bbox="313 847 711 879">1 - Foreman</td> <td data-bbox="719 847 1036 879">with 3 Years Construction Foreman</td> <td data-bbox="1044 847 1419 879"></td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	1 - Project Engineer	Civil Engineer	5 Years	1 - Materials Engineer	Accredited Materials Engineer/ Civil	5 Years	1 – Safety Office	Accredited by DOLE		1 - Foreman	with 3 Years Construction Foreman																
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" data-bbox="313 949 1419 1305"> <thead> <tr> <th data-bbox="313 949 597 981"><u>Equipment</u></th> <th data-bbox="605 949 841 981"><u>Capacity</u></th> <th data-bbox="849 949 1419 981"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="313 989 597 1021">Concrete Mixer</td> <td data-bbox="605 989 841 1021">1 Bagger</td> <td data-bbox="849 989 1419 1021">1</td> </tr> <tr> <td data-bbox="313 1029 597 1061">Bar Cutter</td> <td data-bbox="605 1029 841 1061"></td> <td data-bbox="849 1029 1419 1061">1</td> </tr> <tr> <td data-bbox="313 1069 597 1101">Bar Bender</td> <td data-bbox="605 1069 841 1101"></td> <td data-bbox="849 1069 1419 1101">1</td> </tr> <tr> <td data-bbox="313 1108 597 1141">Motorized Road Grader</td> <td data-bbox="605 1108 841 1141"></td> <td data-bbox="849 1108 1419 1141">1</td> </tr> <tr> <td data-bbox="313 1148 597 1181">Vibratory Roller</td> <td data-bbox="605 1148 841 1181"></td> <td data-bbox="849 1148 1419 1181">1</td> </tr> <tr> <td data-bbox="313 1188 597 1221">Plate Compactor</td> <td data-bbox="605 1188 841 1221"></td> <td data-bbox="849 1188 1419 1221">1</td> </tr> <tr> <td data-bbox="313 1228 597 1260">Concrete Vibrator</td> <td data-bbox="605 1228 841 1260"></td> <td data-bbox="849 1228 1419 1260">1</td> </tr> <tr> <td data-bbox="313 1268 597 1300">Water Truck</td> <td data-bbox="605 1268 841 1300"></td> <td data-bbox="849 1268 1419 1300">1</td> </tr> <tr> <td data-bbox="313 1308 597 1340">Handtools</td> <td data-bbox="605 1308 841 1340"></td> <td data-bbox="849 1308 1419 1340">1</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Concrete Mixer	1 Bagger	1	Bar Cutter		1	Bar Bender		1	Motorized Road Grader		1	Vibratory Roller		1	Plate Compactor		1	Concrete Vibrator		1	Water Truck		1	Handtools		1
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12	<i>[Insert Value Engineering clause if allowed.]</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 128,700.00 <i>(2% of ABC)</i>, 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 321,750.00 <i>[Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>																														
19.2	<p>Partial bids are allowed, as follows:  <i>Not allowed</i></p>																														
20	<i>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]</i>																														
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.																														

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

### **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.

### **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).

### **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.

### **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.

### **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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## **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.

## **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.

## **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.

## **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***

<b>GCC Clause</b>	
2	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>
6	The site investigation reports are: <i>(list here the required site investigation reports.)</i> June 26., 2023, 8:00 in the morning at City Engineering Office, Dap-Dap, Legazpi City <i>(Submit Certificate of Site Inspection)</i>
7.2	<i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years.  <i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.  <i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.
10	a. Dayworks are applicable at the rate shown in the Contractor’s original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within [7] Seven days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work
13	The amount of the advance payment is 15% <i>of the contract price and schedule of payment</i> ].
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required  The date by which “as built” drawings are required
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required

***Section VII. Plans/ Drawings***

*[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]*

**Section VIII. Bill of Quantities**

Name of Project : **PROPOSED CONSTRUCTION OF SUPER HEALTH CENTER BUILDING (MEDIUM SCALE)**

Location : **BRGY. 62, HOMAPON, LEGAZPI CITY**

Contract I.D No. : **INFRA-BID-006-004-2023**

ITEM NO.	DESCRIPTION OF WORK TO BE DONE	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT (P/)
<b>Part I</b>	<b>General Requirements</b>				
A.1.1(8)	Provision of Field Office for the Engineers	Lot	1.00		
B.5	Project Billboard/ Signboard	Each	1.00		
B.7(1)	Occupational Safety and Helath	Ls	1.00		
<b>Part II</b>	<b>Construction of Super Health Center</b>				
SPL-1	Removal of Existing Structure and Obstruction with Disposal	l.m.	1.00		
803 (1)	Structure Excavation	Cu.m.	420.36		
	804 Embankment	Cu.m.	96.26		
SPL-2	Gravel Bedding	Cu.m.	226.20		
	900 Structural Concrete	Cu.m.	226.20		
	902 Reinforcing Steel, Grade 40	Kgs.	32,954.50		
SPL-3	Electrical Works (Rough-In)	Lot	1.00		
SPL-4	Plumbing Works (Rough-In)	Lot	1.00		
<b>TOTAL BID AMOUNT IN FIGURE:</b>					
<b>TOTAL BID AMOUNT IN WORD:</b>					

Submitted by: \_\_\_\_\_  
 Construction Firm

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

## ***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;
- (b) Mayor's Permit; and
- (c) Tax Clearance
- (d) DTI/ SEC

##### ***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.
- (h) Certificate of Site Inspection

Financial Documents

- (i) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
- (j) Audited Financial Statements showing among others the prospective bidders, total current assets & liabilities stamped received by BIR or duly accredited institution for the preceding calendar year which should not be than 2 years from the date of bid submission
- (k) Copy of Official Receipt Issued by the City Treasurers Office regarding the purchase of the tender documents

***Class "B" Documents***

- (l) 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**

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

Other documentary requirements under RA No. 9184

- (n) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (o) 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**
- (p) Cash Flow by Quarter.

## **CERTIFICATE OF SITE INSPECTION**

This is to Certify that \_\_\_\_\_ of \_\_\_\_\_ with office address at \_\_\_\_\_ conducted inspection/ investigation/ visitation of the project site for the furnishing of labor, materials and equipment for the **Proposed Construction of Super Health Center Building (Medium Scale), Brgy. 62, Homapon, Legazpi City** on \_\_\_\_\_ to familiarize them with the actual conditions of the project site and to enable them to prepare their bid.

Issued this \_\_\_\_\_ day of \_\_\_\_\_ as requirement for the submission of bids in accordance with RA 9184.

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Project In-Charge  
City Engineer's Officer