

PHILIPPINE BIDDING DOCUMENTS

Procurement of Infrastructure Project: Establishment of Aquaculture Feed Mill in Bgry. Balingasay, Bolinao, Pangasinan



Bureau of Fisheries and Aquatic Resources
Regional Fisheries Office No. 1
Government Center, Sevilla, San Fernando City, La Union

TABLE OF CONTENTS

SECTION I. INVITATION TO BID.....	4
SECTION II. INSTRUCTIONS TO BIDDERS	7
1. Scope of Bid	8
2. Funding Information	8
3. Bidding Requirements	8
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	8
5. Eligible Bidders	9
6. Origin of Associated Goods	9
7. Subcontracts	9
8. Pre-Bid Conference	10
9. Clarification and Amendment of Bidding Documents	10
10. Documents Comprising the Bid: Eligibility and Technical Components	10
11. Documents Comprising the Bid: Financial Component	11
12. Alternative Bids	11
13. Bid Prices	11
14. Bid and Payment Currencies	11
15. Bid Security	11
16. Sealing and Marking of Bids	11
17. Deadline for Submission of Bids	12
18. Opening and Preliminary Examination of Bids	12
19. Detailed Evaluation and Comparison of Bids	12
20. Post Qualification	13
21. Signing of the Contract	13
SECTION III. BID DATA SHEET	14
SECTION IV. GENERAL CONDITIONS OF CONTRACT	17
1. Scope of Contract	18
2. Sectional Completion of Works	18
3. Possession of Site	18
4. The Contractor's Obligations	18
5. Performance Security	19
6. Site Investigation Reports	19
7. Warranty	19

8.	Liability of the Contractor	19
9.	Termination for Other Causes.....	19
10.	Dayworks	20
11.	Program of Work	20
12.	Instructions, Inspections and Audits	20
13.	Advance Payment	20
14.	Progress Payments.....	20
15.	Operating and Maintenance Manuals	20
SECTION V. SPECIAL CONDITIONS OF CONTRACT		22
Section VI. Specifications -----		24
SECTION VII. DRAWINGS.....		25
SECTION VIII. BILL OF QUANTITIES.....		26
SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS.....		27

Section I. Invitation to Bid



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
BUREAU OF FISHERIES AND AQUATIC RESOURCES
Regional Fisheries Office No. 1
Government Center, Sevilla, San Fernando City, La Union 2500
Telefax: (072) 242-15-59 Tel. No.: (072) 607-5115
Email: bfarrfo1_records@bfar.da.gov.ph/bfarrfo1_records@yahoo.com
Help Stop Illegal Fishing! Report to BantayDagat Hotline: SMART: 0919-996-1078



Certificate Number: SCU004568Q

**INVITATION TO BID FOR THE PROCUREMENT OF INFRASTRUCTURE PROJECT:
ESTABLISHMENT OF AQUACULTURE FEEDMILL IN BGRY. BALINGASAY, BOLINAO,
PANGASINAN
(ITB NO. 2023-13)**

1. The **Bureau of Fisheries and Aquatic Resources Regional Fisheries Office No. 1 (BFAR RFO 1)** through the General Appropriations Act of CY 2023 intends to apply the sum of **Twenty Eight Million One Hundred Twenty Four Thousand Three Hundred Sixty Nine Pesos and 27/100 (PhP 28, 124, 369.27)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Construction of Aquaculture Feedmill in Bgry. Balingasay, Bolinao, Pangasinan. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **BFAR RFO 1** now invites bids for the above Procurement Project. Completion of the Works is required within **One Hundred Twenty (120) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from **BFAR RFO1** and inspect the Bidding Documents at the address given below from **8:00 AM to 5:00PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **August 18, 2023** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **twenty five thousand pesos (P 25,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
6. The **BFAR RFO 1** will hold a **Pre-Bid Conference on August 30, 2023; 10:00 AM** at **BFAR RFO 1, Government Center, Sevilla, San Fernando City, La Union** and/or through videoconferencing/webcasting via **Google Meet and/or Zoom**, which shall be open to prospective bidders. Participants as well as interested bidders shall be notified of the link by the BAC Secretariat.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **September 12, 2023; 9:30 AM**. Late bids shall not be accepted.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
9. Bid opening shall be on **September 12, 2023; 10:00 AM.** at the given address below and/or through **Google Meet and/or Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The BFAR-RFO I does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/employee or any other party. Any sort of its kind shall be reported immediately to the Office of the Secretary or the National Bureau of Investigation (NBI) for entrapment and proper investigation.
11. The *BFAR RFO 1* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Ms. Melanie D. Palencia

Head, BAC Secretariat

BFAR Regional Fisheries Office No. 1

Government Center, Sevilla, San Fernando City, La Union

Telefax No.: (072)-242-1559

Email Addresses: **bac bfar1@yahoo.com.ph** or **bacbfar1@gmail.com**

Webpage: **https://region1.bfar.da.gov.ph**

13. You may visit the following websites:

For downloading of Bidding Documents: **https://region1.bfar.da.gov.ph**

August 18, 2023

(Signed)

ATTY. GIRLY G. DELA PEÑA

BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, BFAR RFO 1 invites Bids for the “**Establishment of Aquaculture Feedmill in Bgry. Balingasay, Bolinao, Pangasinan**” with Project Identification Number **ITB No. 2023-13**.

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 2023* in the amount of **Twenty Eight Million One Hundred Twenty Four Thousand Three Hundred Sixty Nine Pesos and 27/100 (PhP 28, 124, 369.27)**.

2.2. The source of funding is: NGA, the General Appropriations Act or Special Appropriations

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:

- 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. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.2. 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.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until ***one hundred twenty (120) days from the date of opening of bids***. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <ol style="list-style-type: none"> a. Construction of Industrial Plant, Processing Plant, Warehouse, Cold storage facility 		
7.1	<i>"25% of the project contract may be the subject of sub-contract"</i>		
10.3	The required PCAB license for this contract is as follows: Classification: General Building Size Range of Small B for License Category C & D, with SLP of ≤Php15Million; and ARCC Up to Php 30Million		
10.4	The key personnel must meet the required minimum years of experience set below:		
	Key Personnel	No.	Min. Years of Experience
	Project Engineer	1	3 to 5
	Electrical Engineer	1	3 to 5
	Electrician	1	3 to 5
	Construction Foreman	1	3 to 5
	Mason/Carpenter	1	3 to 5
	Welder	1	3 to 5
	Plumber	1	3 to 5
	Safety Officer	1	3 to 5
	Mechanical Engineer	1	3 to 5
	Material Engineer	1	3 to 5
			Remarks
			Licensed Civil Engineer with experience in civil works and must have managed or supervised at least Php25Million project of similar nature
			With experience in project of similar nature
			With experience in project of similar nature
			With experience in civil and electric
			With experience in civil works
			With experience in welding works
			With experience in plumbing works
			With experience and accreditation from appropriate agency
			With experience in Mechanical works
			With experience and accreditation from appropriate agency
10.5	The minimum major equipment requirements are the following:		
	Equipment	Capacity	Number of Units
	Concrete mixer	2-bagger	1
	Concrete vibrator	3 HP	1
	Bar Cutter	-	1
	Welding machine	240V	1
	Plate Compactor/ Roller Compactor	-	1
	Back Hoe	-	1
12	<i>No further Instruction</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> <ol style="list-style-type: none"> a. The amount of not less than <i>Five Hundred Sixty Two Thousand Four Hundred Eighty Seven Pesos and 38/100 (P 562,487.38)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than <i>One Million Four Hundred Six Thousand Two Hundred Eighteen Pesos and 46/100 (P 1,406,218.46)</i>, if bid security is in Surety Bond.
16	Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid.
19.2	Partial bids are not allowed
20	<i>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 the Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits</i>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as:</p> <ul style="list-style-type: none"> • 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>The abovelisted documents (together with the Contract Agreement Form) for the Procurement of Infrastructure Projects and Performance Security) must be submitted by the Bidder within ten (10) days after receiving the Notice of Award.</p>

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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

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

4. **The Contractor's Obligations**

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

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

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Completion date is within One Hundred Twenty (120) calendar days upon receipt of Notice to Proceed (NTP)
3.1	BFAR-RFO 1 shall deliver possession of the site to the Contractor, upon the issuance of the Notice to Proceed (NTP)
6	No Applicable
7.2	Fifteen (15) years
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>ten (10)</i> calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>ten (10%) percent of the allowable 15% advance payment (mobilization fund).</i>
13	The amount of the advance payment is the amount not exceeding <i>fifteen percent (15%) of the total contract price</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 is within <i>thirty (30) calendar days upon receipt of the NTP.</i> The date by which "as built" drawings are required is prior to <i>release of full payment for the complete "as built" drawing.</i>
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>five (5%) percent of the contract</i>

Section VI. Specifications

Please see Annex “A” - TECHNICAL SPECIFICATIONS comprised of: PART I - CIVIL WORKS; PART II - ELECTRICAL WORKS; and, PART III - MOBILIZATION/DEMobilIZATION OF EQUIPMENT.

Section VII. Drawings

Please see Annex "B" for the whole set of Drawings.

Section VIII. Bill of Quantities

Please see Annex "C" for the Bill of Quantities.

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- (f) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Documents

- (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

IMPORTANT REMINDERS

The above checklist is in conformity with the requirements of the bid project; the provisions of the Philippine Bidding Documents; and Republic Act No. 9184 or the Government Procurement Reform Act and its 2016 Implementing Rules and Regulations (IRR).

- ✓ *The bidders are encouraged to consult this checklist in the preparation of their Bid Envelopes. However, this is **BY NO MEANS EXCLUSIVE**. Bidders **must still familiarize themselves and abide with** other bid requirements not otherwise included in the checklist such as, but not limited to those in the TOR, Bid Bulletins, Pertinent GPPB guidelines, rules, etc.*
- ✓ *Bidders are encouraged to consult **GPPB Circular No. 04-2020 dated 16 September 2020** for the required forms to be submitted and the mandatory provisions of each form, which may be accessed through this link:
<https://www.gppb.gov.ph/issuances/Circulars/GPPB%20Circular%20No.%2004-2020.pdf>*
- ✓ *In case of conflict between the checklist provided herein and the provisions of the bidding documents, the latter shall prevail. In case of conflict between the bidding documents and RA 9184 and its IRR, the latter shall prevail.*
- ✓ *All documents shall be current and updated and any missing document in the above-mentioned Checklist is a ground for outright rejection of the bid.*
- ✓ *All pages of the documents shall be signed / initialed by the bidder or by his / her authorized representative.*
- ✓ *To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the above-mentioned checklist when placed in an Envelope, with documents tabbed and labeled according to the Dog-Ear Code.*
- ✓ *Bidders are likewise advised to properly place the documents in folders (fastened or bound) before placing the same in the required envelopes to avoid misplacing or disorganizing the documents.*