

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

**Rehabilitation of LRA Dormitory (10 rooms)  
including Reception Area and Dormitory Lobby at  
Central Office, Quezon City**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

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# ***Glossary of Terms, Abbreviations, and Acronyms***

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure projects 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***



REPUBLIKA NG PILIPINAS  
KAGAWARAN NG KATARUNGAN  
PANGASIWAAN SA PATALAAN NG LUPAIN  
(LAND REGISTRATION AUTHORITY)  
East Avenue cor. NIA Road  
Quezon City

## **Invitation to Bid for the Rehabilitation of LRA Dormitory (10 rooms) including Reception Area and Dormitory Lobby at Central Office, Quezon City**

1. The **Land Registration Authority (LRA)**, through the **Special Account in the General Fund FY 2023 (Fund 151-MOOE)** intends to apply the sum of **Philippine Pesos: Two Million Three Hundred Twenty-Four Thousand Seven Hundred Ten Pesos Only (Php 2,324,710.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Rehabilitation of LRA Dormitory (10 rooms) including Reception Area and Dormitory Lobby at Central Office, Quezon City (Project ID No. LRINFRA-2023-04)**.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **LRA**, now invites bids for the above Procurement Project. Completion of the Works is required within **One Hundred Fifty (150) Working Days** from the commencement date. 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.

End-user/Implementing Unit : Land Registration Authority (LRA)  
Project Site : East Avenue cor. NIA Road, Quezon City  
Contract Duration : One Hundred Fifty (150) working days  
from receipt of Notice to Proceed

3. Bidding will be conducted through open competitive bidding procedures using the 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 the **LRA BAC Secretariat for Infrastructure** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00 AM to 5:00 PM**.



5. A complete set of Bidding Documents may be acquired by interested bidders from the **5<sup>th</sup> Floor, BAC Infrastructure Secretariat (Dormitory Area), LRA Building, East Avenue, cor. NIA Road, Diliman, Quezon City**, upon payment of a non-refundable fee in the amount of **Philippine Pesos: Two Thousand only (P2,000.00)** to the LRA Cashier located at One-Stop-Shop (OSS) on **28 September 2023**. LRA shall allow the bidder to present its proof of payment for the fees which will be presented in person.

Participating bidder is required to pay the bid documents fee. Proof of payment must be presented prior to submission of bids.

6. The LRA will hold a **Pre-Bid Conference** on **06 October 2023, 9:00 AM** at **4<sup>th</sup> Floor, LRA Conference Room, LRA Building, East Avenue cor. NIA Road, Diliman, Quezon City**, which shall be open to prospective bidders and/or through videoconferencing/webcasting via *Zoom application* using the following:

Meeting ID: 672 314 2495

Passcode: 327044

7. **Bids must be duly received** by the BAC Secretariat through manual submission at the 5th floor, BAC Infrastructure Secretariat (Dormitory Area), LRA Building, East Avenue, cor. NIA Road, Diliman, Quezon City, on or before **12:30 PM of 23 October 2023**. **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 **1:00 PM of 23 October 2023** at the **4<sup>th</sup> Floor, LRA Conference Room, LRA Building, East Avenue cor. NIA Road, Diliman, Quezon City** and/or *through Zoom application*, using the following:  
Meeting ID: 672 314 2495  
Passcode: 327044

Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

**For the purpose of constituting a quorum**, either the physical and virtual presence of the BAC members shall be considered pursuant to GPPB Resolution No. 09-2020.

10. The LRA 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:

**LRA BAC SECRETARIAT FOR INFRASTRUCTURE**

Email: [bacinfra.secretariat@lra.gov.ph](mailto:bacinfra.secretariat@lra.gov.ph)

**ATTY. RONI MAY SAMARITA**

BAC Infrastructure Secretariat

4<sup>th</sup> Floor, Legal Division

LRA Building Cor. NIA Road, Diliman, Quezon City

Mobile: + 63 9761503527

Email: [ronimay.samarita@lra.gov.ph](mailto:ronimay.samarita@lra.gov.ph)

**MR. NESTOR V. REMITAR**

BAC Infrastructure Secretariat

5<sup>th</sup> floor, BAC Infrastructure Secretariat (Dormitory Area)

LRA Building Cor. NIA Road, Diliman, Quezon City

Mobile: +63 9260874785 / + 63 9984212385

12. For viewing and downloading of Bidding Documents you may visit:

<http://notices.philgeps.gov.ph/>

<https://lra.gov.ph/bids-opportunities/>

*Date of Issuance of Bidding Documents: 28 September 2023 at Quezon City*



**ATTY. TRISTAN E. DE GUZMAN**

Chairperson, LRA-BAC

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

## 1. Scope of Bid

The Procuring Entity, **Land Registration Authority (LRA)** invites Bids for the **Rehabilitation of LRA Dormitory (10 rooms) including Reception Area and Dormitory Lobby at Central Office, Quezon City**, with Project Identification Number **LRAINFRA-2023-04**.

The Procurement Project (referred to herein as “Project”) is for the **one (1) lot**, and 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 **PHILIPPINE PESOS: TWO MILLION THREE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED TEN PESOS ONLY (PHP 2,324,710.00 )**.

2.2. The source of funding is the **Special Account in the General Fund FY 2023 (Fund 151-MOOE)**.

## 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 not allowed**

- 7.2. 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.

- 7.3. 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.
- 7.4. 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 **06 October 2023, 9:00 AM** at **4<sup>th</sup> Floor, LRA Conference Room, LRA Building, East Avenue cor. NIA Road, Diliman, Quezon City** and/or through videoconferencing/webcasting as indicated in Paragraph 6 of the Invitation to Bid (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 **120 calendar days (February 20, 2024)**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **16. Sealing and Marking of Bids**

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

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

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

## **17. Deadline for Submission of Bids**

The Bidders shall submit on the specified date and time and at its physical address 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	
3	The Bidder shall conduct actual survey and inspection of the site prior to submission of its bids. A <i>Certificate of Site Inspection</i> shall be included as part of documents under the Technical Proposal of the Bidder.
5.2	For the purpose, contracts similar to the Project refer to contracts which have the same major categories of work on the repairs and rehabilitation of residential houses and office buildings.
7.1	Subcontracting is NOT allowed.
10.4	No further instructions.
10.5	No further instructions.
15.1	<p>1. Original Bid Security shall be included in the “Technical Component Envelope, otherwise, the bid shall be rejected or disqualified.</p> <p>2. Bid Security in the form of cash should be deposited by the Bidder to the LRA cashier prior to bid submission; and submit the original Official Receipt inside the Technical Component Envelope.</p> <p>3. The Bid Securing Declaration must be original and should follow the standard form and the required fields of information should be properly filled out, otherwise, it shall be a ground for disqualification of the bids.</p> <p>4. The Bid Security shall not contain any deletion, crossing out, expunction, or any form of correction, otherwise, LRA shall reject such security if any such intercalation or alteration affects any material information or feature of the document.</p> <p>5. Bid security in the amount exceeding the required amount of the appropriate bid security stated above is not a ground for disqualification of the bidder’s bid.</p> <p><b>The Bid Security shall be in the following amount:</b></p> <p>1. <b>Php 46,494.20 (2% of ABC)</b>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>2. <b>Php 116,235.50 (5% of ABC)</b>, if bid security is in Surety Bond.</p>

15.2	Bid and Bid Security validity is <i>20 February 2024</i> .
16	<p>1. The original eligibility and technical documents shall be enclosed in one sealed envelope marked as “ORIGINAL – TECHNICAL COMPONENT”</p> <p>2. The original of the financial component shall be enclosed in another sealed envelope marked as “ORIGINAL – FINANCIAL COMPONENT.”</p> <p>3. Both envelopes must be placed in an outer envelope sealed and marked as “ORIGINAL BID”.</p> <p>4. In addition, the Bidders shall submit two (2) copies of <b>each</b> of the Technical Component and the Financial Component of their bids in separate envelopes, respectively.</p> <p>5. Both envelopes for the copies for Technical Component and Financial Component are placed in an outer envelope sealed and marked as “COPY NO. 1” and “COPY NO.2”, respectively.</p> <p>6. The ORIGINAL BID envelope and the COPY envelopes shall be contained in ONE envelope sealed and marked as follows:</p> <p><b>Name of Contract to be bid:</b>  <u>Rehabilitation of LRA Dormitory (10 rooms) including Reception Area and Dormitory Lobby at Central Office, Quezon City</u></p> <p><b>Name and address of BIDDER:</b> _____</p> <p><b>Name of the Procuring Entity:</b> <u>Land Registration Authority</u></p> <p>“DO NOT OPEN BEFORE: 23 October 2023”</p> <p>Post qualification documents may be submitted during the bidding but this does not disqualify bidders who will not submit post qualification documents during bid submission.</p> <p><b>Unsealed or unmarked bid envelopes, shall be rejected.</b> However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p> <p><b><u>Online submission of bids is not allowed.</u></b></p>
19.2	Partial Bids are not allowed.
19.3	The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.2.6 of the 2016 Revised IRR of RA No. 9184.
20	Post-Qualification

To facilitate post-qualification, the bidder **at its option** may submit in advance, i.e. on the deadline for submission and receipt of bids, the documents required in Section II. ITB 20, in a separate sealed envelope as follows:

- a. **Latest income and business tax returns:** Printed copies of the **Electronically** filed **Income Tax / Business Tax** Returns with copies of their respective **Payment Confirmation Forms** for the immediately preceding calendar / tax year from the authorized agent bank;

**Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.**

*NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission; and*

- b. Other appropriate licenses and permits required by law and stated in this **BDS**.

During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:

- a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Completed Contracts which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection, and acceptance reports, certificates of final acceptance or official receipts.
- b. For validation purposes, original copy of Class “A” Eligibility documents must be submitted; and
- c. Original copies of the submitted technical and financial documents during bid opening.

***The envelope shall be marked:***

Name of Project: Rehabilitation of LRA Dormitory (10 rooms) including Reception Area and Dormitory Lobby at Central Office, Quezon City

Bid Opening Date: 23 October 2023

Name of Bidder: \_\_\_\_\_

Failure to submit above requirements within the required time frame or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the Bid Securing Declaration.

21	<p>Signing of the Contract-Other Documents Forming Part of the Contract.</p> <p>Additional contract documents relevant to the Project are required by the Procuring Entity and shall be submitted by the successful bidder within 10 calendar days from successful bidder's receipt of the Notice of Award (NOA), such as:</p> <ol style="list-style-type: none"><li>1. Manpower schedule;</li><li>2. Equipment utilization schedule;</li><li>3. Construction safety and health program approved by the Department of Labor and Employment; and</li><li>4. Implementation Plan and Schedule</li><li>5. Contractor's All Risk Insurance (CARI)</li></ol>
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## ***Section IV. General Conditions of Contract***

## 1. **Scope of Contract**

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

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

## 2. **Sectional Completion of Works**

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

## 3. **Possession of Site**

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

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

## 4. **The Contractor's Obligations**

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.4 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	
1	The Contract consists of the scope of works.
2	The Intended Project Duration is 150 working days; please also refer to Section VI. Specifications.
3	The <b>LRA</b> shall give possession of all parts of the Site to the Contractor after submission of the notarized Contract by the Contractor to the <b>LRA</b> and on or before the date of receipt of the Notice To Proceed by the Contractor.
4	<p>The Contractor's Obligations shall be as follows:</p> <ol style="list-style-type: none"> <li>1. The Works under this project shall consist of the materials, equipment, tools, labor and supervision and all other items necessary to properly complete the Works in a safe, effective, and efficient manner to complete the construction of the project.</li> <li>2. Materials deemed necessary to complete the Works but not specifically mentioned in the Specifications, Working Drawing, or in the Contract Document shall be supplied and installed by the Contractor. Such materials shall be of the highest quality and kind, and installed or applied in a right manner at prescribed or appropriate locations following the Standard Practice of Architectural, Civil and Electrical Engineering, National Building Code of the Philippines and Construction Procedures;</li> <li>3. The Contractor shall be held liable for damage/s during the rehabilitation period and shall be repaired and/or replaced at no additional cost to the LRA.</li> <li>4. It shall be the responsibility of the Prospective Bidders to inspect the site before submission of bids. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of this Contract will be accepted.</li> <li>5. The Bidders / Contractors shall include in the bid all related expenses and obligations, including VAT, E-VAT, as well as the carrying out of the services and supply of all necessary</li> </ol>

	<p>requirements in handling over the Works to LRA in accordance with relevant conditions, rules and regulations.</p> <ol style="list-style-type: none"> <li>6. The Contractor shall closely coordinate with LRA to ensure proper phasing or schedule of Works.</li> <li>7. The Contractor shall submit a daily, weekly, or monthly activity report. The report shall contain the daily activities in the site, including delivery, manpower and other matters pertaining to the condition of the project. This will also serve as data for the Contractor and the LRA Inspectorate Team.</li> <li>8. Employees of the Contractor shall at all times be wearing uniforms that clearly identify them as an employee of the Contractor.</li> <li>9. The Contractor shall conduct site monitoring for the effective implementation of the project. Any discrepancies on plans and actual site conditions shall be properly coordinated with LRA for verification.</li> <li>10. The Contractor shall pay their electric and water consumption bills. Sub meters shall be installed at the expense of the Contractor to determine their actual consumption. Billings of utilities consumption will be sent in writing by the LRA to the Contractor. Payment of bills shall be made thru the Cashiers Office every month until the completion of the project.</li> <li>11. The contractor shall process and secure all the necessary permits as required by the National Building Code for the preparation, execution and upon completion of the contract. The Contractor shall coordinate with other agencies and pay the corresponding fees incidental to the acquisition of the required permits.</li> </ol>
7.2	<p><b>Warranty against Defects/ Failures</b></p> <p>The warranty against defects/ failures, except those occasioned-on force majeure, shall cover a period of <b>two (2) years</b> and shall be reckoned from the date completion of Work.</p>

11.1	The Contractor shall submit the <b>Program of Work</b> to the LRA's Representative within five (5) calendar days of delivery of the Notice of Award.												
11.2	No further instructions.												
13	<p><b>Advance Payment</b></p> <p>Advance payment not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most, two (2) installments, shall be paid upon written request, and only upon the submission to and acceptance by LRA of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable on demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by LRA.</p>												
14	<p><b>Progress Payments</b></p> <p>The Contractor/Supplier may submit a request for <b>first progress payment</b> may be paid by the Procuring Entity provided that <b>at least twenty percent (20%) of the work has been accomplished</b> as certified by the Inspectorate Team of LRA.</p> <p>Progress payment shall be adjusted by deducting the amount in the recoupment of the advance payment, and additional retention money amounting to 15% and 10% of the progress billing respectively.</p> <table border="1" data-bbox="443 1330 1388 1850"> <thead> <tr> <th data-bbox="451 1341 754 1458"><b>Schedule of Payment</b></th> <th data-bbox="762 1341 1066 1458"><b>Payment</b></th> <th data-bbox="1074 1341 1377 1458"><b>Work Accomplished</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="451 1464 754 1581">First Payment</td> <td data-bbox="762 1464 1066 1581">25%</td> <td data-bbox="1074 1464 1377 1581">Upon 25% work accomplished</td> </tr> <tr> <td data-bbox="451 1588 754 1704">Second Payment</td> <td data-bbox="762 1588 1066 1704">25%</td> <td data-bbox="1074 1588 1377 1704">Upon 50% work accomplished</td> </tr> <tr> <td data-bbox="451 1711 754 1850">Final Payment</td> <td data-bbox="762 1711 1066 1850">50%</td> <td data-bbox="1074 1711 1377 1850">Upon 100% work accomplished</td> </tr> </tbody> </table> <p>The aforementioned work accomplished shall be certified by the LRA's Representative.</p>	<b>Schedule of Payment</b>	<b>Payment</b>	<b>Work Accomplished</b>	First Payment	25%	Upon 25% work accomplished	Second Payment	25%	Upon 50% work accomplished	Final Payment	50%	Upon 100% work accomplished
<b>Schedule of Payment</b>	<b>Payment</b>	<b>Work Accomplished</b>											
First Payment	25%	Upon 25% work accomplished											
Second Payment	25%	Upon 50% work accomplished											
Final Payment	50%	Upon 100% work accomplished											

	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	No further instructions.
15.2	No further instructions.



## ***Section VI. Specifications***

*(See Separate Document)*

## ***Section VII. Drawings***

*[Please refer to Annex "A"- Photos and Findings]*

## ***Section VIII. Bill of Quantities***

*(See Separate Document)*

***Section IX. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

<b>I. TECHNICAL COMPONENT ENVELOPE</b>	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <b>or</b>
<input type="checkbox"/>	(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; <b>and</b>
<input type="checkbox"/>	(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; <b>and</b>
<input type="checkbox"/>	(e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>	
<input type="checkbox"/>	(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; <b>and</b>
<input type="checkbox"/>	(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; <b>and</b>
<input type="checkbox"/>	(h) Philippine Contractors Accreditation Board (PCAB) License; <b>or</b> Special PCAB License in case of Joint Ventures; <b>and</b> registration for the type and cost of the contract to be bid; <b>and</b>
<input type="checkbox"/>	(i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b>or</b>

	Original copy of Notarized Bid Securing Declaration; <b>and</b>
	(j) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	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;
<input type="checkbox"/>	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; <b>and</b>
<input type="checkbox"/>	(k) Original duly signed Omnibus Sworn Statement (OSS); <b>and</b> 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.
<input type="checkbox"/>	(l) Certificate of Site Inspection
<i>Financial Documents</i>	
<input type="checkbox"/>	(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; <b>and</b>
<input type="checkbox"/>	(m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
<i>Class "B" Documents</i>	
<input type="checkbox"/>	(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; <b>or</b> 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.
<b>II. FINANCIAL COMPONENT ENVELOPE</b>	
<input type="checkbox"/>	(o) Original of duly signed and accomplished Financial Bid Form; <b>and</b>

<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	(p) Original of duly signed Bid Prices in the Bill of Quantities; <b>and</b>
<input type="checkbox"/>	(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; <b>and</b>
<input type="checkbox"/>	(r) Cash Flow by Quarter.

