



**INVITATION TO BID FOR
CONSTRUCTION OF DFPC LUXE STORE
AUXILIARY AREA
FMD2021-01**

1. The **Duty Free Philippines Corporation (DFPC)**, through its 2021 Corporate Operating Budget intends to apply the sum of **Three Million Two Hundred Seventy-Two Thousand One Hundred Sixty Three Pesos and 12/100 (PhP3,272,163.12)** being the Approved Budget for the Contract (ABC) to payments under contract for the Construction of DFPC Luxe Store Auxiliary Area (FMD2021-01). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. DFPC now invites bids for the above procurement project. Completion of the Works is required within **One Hundred Ten (110) 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 DFPC- BAC Secretariat and inspect the Bidding Documents at the address given below from **9:00AM – 5:00PM**, Mondays thru Fridays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **15 February 2021** from the address 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 **Three Thousand Two Hundred Pesos (PhP3, 200.00)**.
6. **DFPC** will hold a Pre-Bid Conference on **23 February 2021, 10:00AM** at the BAC Office located at the same address stated hereunder and/or through video conferencing or webcasting via *Microsoft Teams*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **09 March 2021, 10:00AM**. 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 14.
9. Bid opening shall be **09 March 2021, 10:15AM** at the address given below and/or via *Microsoft Teams*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Each Bidder shall submit one (1) original and three (3) copies of its Eligibility/Technical Component and Financial Component. Copy 3 of the Eligibility/Technical Component must be thru portable storage device (USB).



11. DFPC 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:
BAC Secretariat
Duty Free Philippines
EHA Bldg, Fiesta Mall, Columbia Complex
Ninoy Aquino Ave., Parañaque City
(632) 8552-4343; (632) 8524-337 / 16555 loc. 3039
Fax No. (632) 8879 3664 / 8552-4345 / 8552 4399 loc. 834/833
Email add.: bacsecretariat@dfp.com.ph

13. For downloading of Bidding Documents: <https://dutyfree.gov.ph/bidding>

February 15, 2021

(Sgd.) **ENGR. JOEL R. PEREZ**
BAC Chairperson



II. INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Bid

The Procuring Entity, DFPC, invites Bids for the Construction of DFPC Luxe Store Auxiliary Area, with Project Identification Number [FMD2021-01]

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 *2021 Corporate Operating Budget* in the amount of **Three Million Two Hundred Seventy-Two Thousand One Hundred Sixty Three Pesos and 12/100 (PhP3,272,163.12)**.

2.2. The source of funding is GOCC and GFIs, the Corporate Operating Budget.

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

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 video-conferencing via Microsoft (MS) Teams 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 **July 7, 2021**. 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**.

III. BID DATA SHEET

ITB Clause																		
5.2	<p>Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC or One Million Six Hundred Thirty Six Thousand Eighty One Pesos and 56/100 (PhP1,636,081.56)</p> <p>For this purpose, similar contract shall refer to general construction of building or office facility.</p>																	
7.1 (b)	Subcontracting is not allowed.																	
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #d9e1f2;">Key Personnel</th> <th style="background-color: #d9e1f2;">General Experience</th> <th style="background-color: #d9e1f2;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td>1. Project Manager</td> <td>ten (10) years</td> <td>ten (10) years</td> </tr> <tr> <td>2. Project Architect/Engineer</td> <td>five (5) years</td> <td>five (5) years</td> </tr> <tr> <td>3. Safety Engineer</td> <td>five (5) years</td> <td>five (5) years</td> </tr> <tr> <td>4. Foreman</td> <td>ten (10) years</td> <td>ten (10) years</td> </tr> </tbody> </table>			Key Personnel	General Experience	Relevant Experience	1. Project Manager	ten (10) years	ten (10) years	2. Project Architect/Engineer	five (5) years	five (5) years	3. Safety Engineer	five (5) years	five (5) years	4. Foreman	ten (10) years	ten (10) years
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20	<ol style="list-style-type: none"> 1. Updated General Information Sheet received by the SEC, for corporation. 2. BIR Registration Certificate. 3. Construction Schedule/Bar Chart and S-curve 4. Manpower schedule 5. Construction methods 																	



	<ol style="list-style-type: none"> 6. Equipment utilization schedule 7. Company profile 8. Location map and photo of the office 9. Environmental Compliance Certificate 10. Certification that the project site is not within a Geohazard zone
21	<ol style="list-style-type: none"> 1. Program of Work <i>(To be submitted three (3) days from receipt of Notice of Award).</i> 2. Construction safety and health program approved by the Department of Labor and Employment. <i>(To be submitted prior to issuance of Notice to Proceed).</i> 3. Contractor's All Risk Insurance. <i>(To be submitted prior to issuance of Notice to Proceed).</i>



IV. GENERAL CONDITIONS OF THE CONTRACT (GCC)

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.

16. 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).

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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.

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22. 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.

23. 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.

24. 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.

25. Program of Work

25.1 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**.



- 25.2** 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.

26. 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.

27. 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.

28. 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.

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- 29.1** If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.
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V. SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
7.2	Five (5) years
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within three (3) days of delivery of the Notice of Award.
11.2	The period between Program of Work updates is Seven (7) calendar days . The amount to be withheld for late submission of an updated Program of Work is One Thousand Pesos (PhP1,000.00) for every day of delay .
13	The amount of the advance payment is Fifteen percent (15%) of the total Contract Price (Lump sum).
15.1	The date by which "as built" drawings are required is upon completion of the Project. "As built" drawings are required prior to payment of the final billing.
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 One Thousand Pesos (PhP1,000.00) for every day of delay .



VI. SPECIFICATIONS

SCOPE OF WORK

1. Mobilization
2. Installation of Temporary Enclosure
3. Excavation for Footing Foundation
4. Soil Treatment
5. Fabrication of Footing, Column and Tie Beam Reinforcing Bars
6. Installation of Footing and Column Reinforcing Bars
7. Pouring of Concrete for Footing
8. Fabrication and Installation of Forms for Column (First lift)
9. Pouring of Concrete for Column (First lift)
10. Installation of Tie Beam Reinforcing Bars
11. Fabrication and Installation of Forms for Tie Beam
12. Pouring of Concrete for Tie Beam
13. Stripping of Forms at Column First Lift and Tie Beam
14. Backfilling and Compaction
15. Fabrication and Installation of Forms for Column (Second lift)
16. Pouring of Concrete for Column (Second lift)
17. Stripping of Forms at Column (Second lift)
18. Fabrication and Installation of Forms for Roof Beams
19. Pouring of Concrete for Roof Beams
20. Stripping of Forms at Roof Beams
21. Fabrication and Installation of Canopy and Walkway
22. Fabrication and Installation of Steel truss, Purlins and Supports
23. Installation of Rib Type Pre-painted G.I. Roofing, Gutter and Flashing
24. Laying of Concrete Hollow Blocks and Plastering
25. Installation of Sewer lines, Sanitary and Water lines
26. Laying of Concrete Hollow Blocks for Parapet Wall and Plastering
27. Installation of Ceiling
28. Installation of Tiles
29. Installation of Phenolic Board Partitions and Doors for toilets
30. Painting Works
31. Electrical Works
32. Mechanical Works
33. All works deem necessary for the completion of the project
34. Clearing, Cleaning and Turn over



GENERAL SPECIFICATION

A. TEMPORARY ENCLOSURE

- Use Rib Type Pre-Painted G.I. Sheet on 2" dia. G.I pipe frame

B. INTERIOR WALLS AND EXTERIOR WALLS

- Use 5" Concrete Hollow Blocks for exterior walls, Plastered and Paint finish
- Use 4" Concrete Hollow Blocks for interior walls, Plastered and Paint finish
- Use 4" Concrete Hollow Blocks for parapet walls, Plastered and Paint finish

C. CEILING WORKS

- Use 9mm thick Gypsum Board on Metal Furring frames, Paint finish

D. FLOOR FINISHES

- Use 800mm x 800mm Ceramic Tiles for Office, Lounge and Meeting area (provide sample for approval)
- Use 300mm x 300mm Glazed Ceramic Tiles for Walls of Comfort Rooms (provide sample for approval)
- Use 300mm x 300mm Unglazed Ceramic Tiles for Floors of Comfort Rooms (provide sample for approval)
- Use 3mm 450mm x 450mm Alabaster Vinyl Tiles for Pantry area (provide sample for approval)
- Use 300mm x 300mm Mosaic Tiles for walls of Powder area at Lavatory counters (provide sample for approval)

E. DOORS AND DOOR JAMBS

- 900mm x 2100mm marine flush Door for office with 50mm x 150mm Door Jamb
- 900mm x 2100mm steel panel door with 50mm x 150mm steel door jamb for main door entrance meeting room and main door entrance pantry
- 800mm x 2100mm Flush Door for comfort rooms with 50mm x 125mm Door Jamb

F. COMFORT ROOMS

- Use white Water Closet big size with complete fittings and accessories, American Standard or its equivalent
- White Counter top Solid Surface for all counters
- White Counter top type Lavatory with complete fittings and accessories, American Standard or its equivalent
- White Urinal with complete fittings and accessories, American Standard or its equivalent
- Provide bidet in all Water Closets



G. PAINTING WORKS

- Matte black finish for all Exterior Walls (same as existing wall)
- Semi-Gloss finish for Steel Frames of Canopy / Walk Way
- Semi-Gloss off – white finish for all Interior Walls

H. WATER LINES

- Use Polypropylene-Random (PPR) Pipes and Fittings
- Provide Stainless Hose Bibb / Faucet

I. GLASS WORKS

- Use 6mm thick Face Mirror with beveled edge

J. MECHANICAL WORKS

- 1 Hp Wall mounted split type Air Conditioning Unit, Mitsubishi or its equivalent
- 2.5 Hp Wall mounted split type Air Conditioning Unit, Mitsubishi or its equivalent
- Ceiling mounted Exhaust fan, rated 220V, 60Hz

K. TINSMITHRY WORKS

- 0.6mmt Rib Type Pre-Painted G.I. Roofing
- 0.6mmt Pre-Painted Wall flashing
- 0.6mmt Pre-Painted Ridge Roll
- 0.6mmt Pre-Painted Valley Gutter
- Stainless box type inside Gutter

L. ELECTRICAL WORKS

- Stranded Wire, THHN
- EMT Pipe for all Electrical conduits
- Duplex Power Outlet, Universal type
- Electrical fixtures, rated 220V, 60HZ
- Weatherproof LED Fluorescent light double bulb w/ prismatic diffuser (provide sample for approval)
- 18w LED Panel light
- Pin light with 18w LED bulb
- All works should be in accordance w/ Philippine Electrical Code



ADDITIONAL REQUIREMENTS TO BE SUBMITTED ON THE DATE OF BID OPENING AS INTEGRAL PART OF THE SPECIFICATIONS:

- Certificate of Site Inspection (*Please refer to Appendix F*)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____



IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

The first envelope shall contain the following:

I. TECHNICAL COMPONENT ENVELOPE

“Class A Documents”

A. LEGAL DOCUMENTS

1. PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR together with the valid and updated documents indicated in “Annex A”.

OR

- (a) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**
- (b) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **and**
- (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

B. TECHNICAL DOCUMENTS

2. a. List, if any, statement of the bidder’s all 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; (Please provide additional sheets, if necessary)

CONTRACTS				CUSTOMER CONTACTS		
Contract Name	Kinds of Goods	Date of Contract & delivery (mm/dd/yy & mm/dd/yy)	Contract Amount	Company	Person	Number/s

- b. Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, **within the last five (5) years (2016-2020)** from the date of submission and receipt of bids which shall refer to general construction of building or office facility.



CONTRACTS				CUSTOMER SATISFACTION (Let the customer sign the appropriate box)		CUSTOMER CONTACTS		
Contract Name	GOODS delivered	Date of Contract & delivery (mm/dd/yy & mm/dd/yy)	Contract Amount	Satisfied	Not Satisfied	Company	Person	Number/s

*Provide “Certificate of Satisfaction/Completion/Acceptance” from the listed company as proof.

Pursuant to 2016 Revised IRR 23.4.1.3 of RA 9184, the bidder must have completed, within the period specified in the Invitation to Bid, an SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC equivalent to **One Million Six Hundred Thirty Six Thousand Eighty One Pesos and 56/100 (PhP1,636,081.56)**

- The statement shall be supported by the Owner’s Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES). In case of contracts with a private sector, an equivalent document shall be submitted.
3. Valid and current Philippine Contractors Accreditation Board (PCAB) license and registration for size range **Small B Category C and D contractor [Classification: General Building GB-1 (Building and Industrial Plant)] OR** Special PCAB License in case of Joint Ventures;
 4. Bid Security as refer to BDS under ITB Clause 15. 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 (*Refer to Appendix A, original*);
 5. Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor’s personnel (*e.g.*, Project Manager, Project Architect/Engineer, Safety Engineer, and Foreman), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the BDS;
 - c. 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, which must meet the minimum requirements for the contract set in the BDS;



6. Conformity with the specifications, as enumerated and specified in the following:
 - i. Specifications (*Refer to Section VI of the Bidding Documents, original*)
 - ii. Drawings (*Refer to Section VII of the Bidding Documents, original*)
7. Certificate of Site Inspection (*Refer to Appendix F, original*)
8. Duly signed Omnibus Sworn Statement (Refer to Appendix B, original); 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.

C. FINANCIAL DOCUMENTS

9. The Bidder's Audited Financial Statements (AFS), showing, among others, the 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;
10. Duly signed computation of the bidder's Net Financial Contracting Capacity (NFCC) (*Refer to Appendix C, original*)

"Class B Documents"

11. If applicable, a duly signed joint venture agreement (JVA) 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.
Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

The second envelope shall contain the following:

II. FINANCIAL COMPONENT ENVELOPE

1. Duly signed and accomplished Financial Bid Form (*Refer to Appendix D, original*).
2. Duly signed and accomplished Bill of Quantities (BOQ) (*Refer to Section VIII of the Bidding Documents, original*).
3. Duly signed and accomplished Bill of Materials (BOM) (*Refer to Appendix E, original*).



CHECKLIST OF ADDITIONAL REQUIREMENTS

Within non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that the bidder has the Lowest Calculated Bid, the bidder shall submit in **two (2) copies** (one copy must be thru portable storage device (USB) to the BAC of the following documents as part of the post-qualification requirements:

1. Latest income and business tax returns in the forms specified in the BDS under ITB Clause 20;
 - a. 2019 Income Tax Return (*form 1701/1702*) with Audited Financial Statement.
 - b. Business Tax Return (*forms 2550M/2551M and 2550Q/2551Q*) for the last six (6) months (**July to December 2020**) prior to opening of Bids filed thru Electronic Filing and Payment System (EFPS).

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

2. Other appropriate licenses and permits.
 - a. Updated General Information Sheet received by the SEC, for corporation
 - b. BIR Registration Certificate
 - c. Construction Schedule/Bar Chart and S-curve
 - d. Manpower schedule
 - e. Construction methods
 - f. Equipment utilization schedule
 - g. Company profile
 - h. Location map and photo of the office
 - i. Environmental Compliance Certificate (ECC)
 - j. Certification that the project site is not within a Geohazard zone
 - k. Program of Work (**To be submitted prior to issuance of Notice of Award**).
 - l. Construction safety and health program approved by the Department of Labor and Employment. (**To be submitted prior to issuance of Notice to Proceed**).
 - m. Contractor's All Risk Insurance. (**To be submitted prior to issuance of Notice to Proceed**).

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of 2016 IRR of RA 9184.