



بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ

Republic of the Philippines
Bangsamoro Autonomous Region in Muslim Mindanao
MINISTRY OF TRANSPORTATION AND COMMUNICATIONS
MOTC Building, BARMM Compound, Cotabato City
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REHABILITATION AND REPAIR OF MOTC REGIONAL OFFICE BUILDING Cotabato City, BARMM

Public Bidding No. PR23-05-0230
ABC: PhP 19,800,000.00

Pre-Bid Conference: September 18, 2023, 2:00 PM at MOTC Conference Room.

Submission and Opening of Bids: October 2, 2023, 2:00PM at MOTC Conference Room

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



Invitation to Bid

REHABILITATION AND REPAIR OF MOTC REGIONAL OFFICE BUILDING

Cotabato City, BARMM

1. The *Ministry of Transportation and Communications-BARMM*, through the *General Appropriations Act of the Bangsamoro 2023* intends to apply the sum of **Nineteen Million Eight Hundred Thousand Pesos Only (PhP 19,800,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Public Bidding no. PR23-05-0230**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Ministry of Transportation and Communications - BARMM* now invites bids for the above Procurement Project. Completion of the Works is required **Three Hundred Sixty days (360 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 *Ministry of Transportation and Communications – BARMM* and inspect the Bidding Documents at the address given below from **8:00 am to 5:00 am**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **September 11, 2023 to October 2, 2023** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos Only (Php 25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees it will be presented in person, or through electronic means.
6. The *Ministry of Transportation and Communications-BARMM* will hold a Pre-Bid Conference¹ on **September 18, 2023** at MOTC Conference Room, BGC, Gov. Gutierrez Avenue, Rosary Heights 7, Cotabato City, and/or through video conferencing/webcasting *via* Zoom which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **October 2, 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 16.
9. Bid opening shall be on **October 2, 2023** at the given address below MOTC Conference Room, NTC Bldg., BGC, Gov. Gutierrez Avenue, Rosary Heights 7, Cotabato City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Ministry of Transportation and Communications - BARMM** 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:

Name of Officer : **ALBAYA M. PASCUA, MPA**
Chief MIDS/Head, BAC Secretariat

Name of Office : Ministry of Transportation and Communications – BARMM

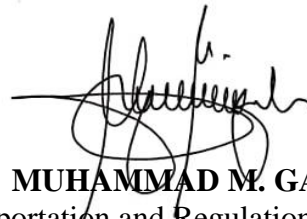
Address : NTC Building, Bangsamoro Government Center,
Gov. Gutierrez Avenue, RH 7, Cotabato City

Telephone No. : (064) 552-0055

Email Address : **motcbarmm.proc@gmail.com**

12. You may visit the following websites:

For downloading of Bidding Documents: **<https://motc.bangsamoro.gov.ph>**



MUHAMMAD M. GALO
Chief Transportation and Regulation Officer (CABB)
Chairperson, Infra Bids and Awards Committee (IBAC)

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Ministry of Transportation and Communications - BARMM* invites Bids for the **REHABILITATION AND REPAIR OF MOTC REGIONAL OFFICE BUILDING** with Project Identification Number **PR23-05-0230**.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY **2023** in the amount of **Php. 19,800,000.00**
- 2.2. The source of funding is: BARMM General Appropriation Act of the Bangsamoro

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.

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 MOTC Conference Room, Gov. Gutierrez Avenue, Cotabato City and/or through videoconferencing/webcasting } as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and

specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until *October 2023*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																											
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>The bidder must have completed, five (5) years prior to December 2022 a single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid and preferably the contractor must have similar completed projects within 2 years.</p> <p>Bidders shall include in their Bid a photocopy of Single Largest Completed Contract and the corresponding proof of completion, such as (i) Certificate of Final Acceptance or Completion from the bidder’s client; or (ii) Official Receipt issued by the bidder.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or failure to prove the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security. For this purpose, similar contracts shall refer to contracts which have the same major categories of work as “building construction” or “repair/renovation of Building</p>																										
7.1	<p><i>Portions of Works allowed to be subcontracted:</i></p> <p>Subcontracting is not allowed.</p>	<p><i>Maximum Percentage allowed to be Subcontracted:</i></p> <p>Subcontracting is not allowed.</p>																									
10.3	<p><i>For Joint Venture:</i></p> <p>Special PCAB License</p>																										
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="width: 30%; text-align: center;">Key Personnel</th> <th style="width: 40%; text-align: center;">General Experience</th> <th style="width: 30%; text-align: center;">Relevant Experience (Minimum)</th> </tr> </thead> <tbody> <tr> <td>a) Project Engineer</td> <td>Horizontal Construction</td> <td>Five (5) years</td> </tr> <tr> <td>b) Material Engineer</td> <td>Horizontal Construction</td> <td>Five (5) years</td> </tr> <tr> <td>c) Safety Engineer</td> <td>Horizontal Construction/Vertical Construction</td> <td>Five (5) years</td> </tr> <tr> <td>d) Construction Foreman</td> <td>Horizontal Construction/Vertical Construction</td> <td>Five (5) years</td> </tr> <tr> <td>e) Skilled Laborer</td> <td>Horizontal Construction/Vertical Construction</td> <td>Five (5) years</td> </tr> <tr> <td>f) Unskilled Laborer</td> <td>Horizontal Construction/Vertical Construction</td> <td>Five (5) years</td> </tr> <tr> <td>g) Structural Engineer</td> <td>Horizontal Construction/Vertical Construction</td> <td>Five (5) years</td> </tr> </tbody> </table>			Key Personnel	General Experience	Relevant Experience (Minimum)	a) Project Engineer	Horizontal Construction	Five (5) years	b) Material Engineer	Horizontal Construction	Five (5) years	c) Safety Engineer	Horizontal Construction/Vertical Construction	Five (5) years	d) Construction Foreman	Horizontal Construction/Vertical Construction	Five (5) years	e) Skilled Laborer	Horizontal Construction/Vertical Construction	Five (5) years	f) Unskilled Laborer	Horizontal Construction/Vertical Construction	Five (5) years	g) Structural Engineer	Horizontal Construction/Vertical Construction	Five (5) years
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f) Unskilled Laborer	Horizontal Construction/Vertical Construction	Five (5) years																									
g) Structural Engineer	Horizontal Construction/Vertical Construction	Five (5) years																									

10.5	The minimum major equipment requirements are the following:		
	Equipment	Capacity	Number of Units
	a) Dump Truck	8 cu.m. minimum, owned	2
	b) Payloader	80 hp. Mimimum, owned	1
	c) Bulldozer	100 hp. Minimum, owned	1
	d) Backhoe	0.40 cu.m. 90hp, minimum, owned	1
	e) Truck mounted crane	10 tons, minimum, owned	1
	f) Plate compactor	5 hp, minimum, owned	1
	g) Bagger Mixer	1 bagger, minimum, owned	1
	h) Concrete vibrator	3.50 hp, minimum, owned	1
	i) Bar cutter	electric, 25 mm, min., owned	1
	j) Bar Bender	electric, 25 mm, min., owned	1
k) Welding Machine	400 amp., minimum, owned	1	
l) Cutting Outfit		1	
12	<i>Value Engineering Clause:</i> Not allowed		
12.1	The first envelope shall contain the eligibility and technical documents stated in the ITB Clause.		
12.1(a)(ii)	Valid and current Mayor's Permit.		
12.1(a)(iii)	<p>1. Duly signed Statement of all Ongoing Government & Private Construction Contracts including contracts awarded but not yet started (SF-INFR-15).</p> <p>Duly signed Statement of all Completed Government & Private Construction Contracts which are similar in nature (SF-INFR-16).</p>		
12.1(a)(iv)	Valid PCAB license and registration for the type and cost of the contract for this project. For JV, provide a JV license issued by PCAB.		
13.1(b)	The ABC is Nineteen Million Eight Hundred Thousand Pesos Only (₱ 1,800,000.00) . Any bid with a financial component exceeding this amount shall not be accepted.		
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than Three Hundred Ninety-Six Thousand Pesos Only (₱ 396,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than Nine Hundred Ninety Pesos Only (₱ 990,000.00), if bid security is in Surety Bond; or</p> <p>c. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</p> <p>In lieu of a bid security mentioned above, the bidder may submit a Bid</p>		

	<p>Securing Declaration that is an undertaking which states, among others, that the bidder shall enter in to contract with the procuring entity and furnish the required performance security within ten (10) calendar days, or less, as indicated in the Bidding Documents, from receipt of the Notice of Award, and committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the GPPB.</p> <p>In no case shall bid security or Bid Securing Declaration be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with Section 28.2 of the IRR.</p> <p>The Bid Securing Declaration Form is in Section IX. Bidding Form.</p>
15.2	The bid security shall be valid 120 days until the opening of bids
16	<p>Each Bidder shall submit one (1) original and one (1) extra copy of the first and second components of its bid with proper tabs.</p> <p>All papers/pages of the Bid (Original and Photocopies), including attachments thereto such as brochures, shall be countersigned/initialed by the bidder or his/her duly authorized representative.</p>
16.1	The bid prices shall be quoted in Philippine Pesos.
19.2	<p>Partial bids:</p> <p>Not allowed</p>
20	<p><i>Other appropriate licenses and permits required:</i></p> <p>None</p>
20.3	Each Bidder shall submit One (1) original and Two (2) copies of the first and second components of its bid.
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.
24.1	The place of bid opening is at MOTC .
32.2	<p>The performance security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of (10% of the total contract amount), if performance security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;

	<p>2. The amount of (30% of the total contract amount), if performance security is in Surety Bond; or</p> <p>Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</p>
--	---

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date is Three Hundred Sixty (360) calendar days Sectional Completion. Not allowed. NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.
4.1	The Procuring Entity shall give possession of all parts of the site to the contractor upon commencement of the project.
6	The site investigation reports are: <i>applicable</i>
7.2	<i>Permanent structures: Fifteen (15) years</i> Buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures.
10	Day works are applicable at the rate shown in the Contractor's original Bid.
10.1	The applicable liquidated damages are at least one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies available under the circumstances.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 10 days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is one percent (1%) of the progress billing .
13	The amount of the advance payment is fifteen percent (15%) of the Contract Price, which shall be given to the Contractor not later than fifteen (15) calendar days from receipt by the Procuring Entity of the Contractor's request.
13.5	Refer to Section 62.2.3.2a of the Revised IRR R.A. 9184 for the warranty period applicable for the proposed infrastructure project.
14	The Contractor must submit statement of work accomplished (SWA) and corresponding request for progress payment within 45%, 60%, 75% and 90% of actual work accomplished and upon final completion.
15.1	The "as built" drawings and operating and maintenance manuals shall be submitted within fifteen (15) calendar days from accomplishment of ninety-five percent (95%) of the Project, and conduct mandatory Inspection with COA Auditor and TSO.
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 5% of the contract amount .

Section VI. Technical Specifications

See Attached Plans marked as “Annex A”

Section VII. Drawings

See attached Detailed Engineering Designs (DED) marked as Annex “B”

Section VIII. Bill of Quantities

MINISTRY OF TRANSPORTATION AND COMMUNICATIONS

BILL OF QUANTITIES

PROJECT TITLE: REHABILITATION AND REPAIR OF MOTC REGIONAL OFFICE BUILDING

LOCATION: MOTC BUILDING BANSAMORO GOVERNMENT CENTER, COTABATO CITY

ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT BID COST	AMOUNT
	CONSTRUCTION PHASE				
	GENERAL REQUIRREMENTS				
801	Removal of Existing Structures	1	Ls.		
B.3	Permits, Clearance and Design	1	Ls.		
B.5	Project Billboard/Signboard	2	Each		
B.7(1)	Occupational Safety & Health Program	12	month		
B.9	Mobilization/Demobilization	1	Ls.		
B.19	Additional Geotechnical Investigation	1.00	Ls.		
B.20	Temporary Fence	1.00	Ls.		
	EARTHWORKS				
800(1)	Clearing & Grubbing	352.00	sq.m.		
803(1)a	Structural Excavation (Common Soil)	265.21	cu.m.		
804(1)b	Embankment from Common Borrow by Equipment	1,011.50	cu.m.		
804(4)	Gravel Bedding	55.86	cu.m.		
	PLAIN AND REINFORCED CONCRETE WORKS				
901(1)	Lean Concrete (for manual mixing)	37.7102	cu.m.		
900(1)c2	Structural Concrete for footing, slab on fill, wall footing and septic tank	60.00	cu.m.		
900(1)	Structural Concrete for tie Beam,Suspended slab,Column,Beam and Stair (Class A,28 Days)	235.00	cu.m.		
902(1)	Reinforcing Steel of Reinforced Concrete Structure for 2 to 5-Storey	40,404.10	kg		
903(2)	Formworks & Falsework(for 2 to 5-Storey Building)	1,972.79	sq.m.		
1052(6)	Structural Steel Sheet Piles, furnished	170.00	m		
1052(12)	Structural Steel Sheet Piles, driven	170.00	m		
	ARCHITECTURAL WORKS				
1043(1)	PVC Doors and Frames	14.62	sq.m.		
1046	100mm CHB Non Load Bearing /Load Bearing (Including Reinforcing Steel)	423.50	sq.m.		
1046a	150mm CHB Non Load Bearing /Load Bearing (Including Reinforcing Steel)	758.84	sq.m.		
1027(1)	Cement Plaster Finish	2,620.04	sq.m.		
1018	Unglazed Tile & Trims	39.77	sq.m.		
1018	Granite Tiles	98.14	sq.m.		
1018(1)	Glazed Tile & Trims	809.66	sq.m.		
1003(1)e	4.5mm Fiber Cement Board on Metal Frame Ceiling	605.22	sq.m.		
1003(1)	Wood Panel	40.00	sq.m.		
1032(1)a	Painting Works (Masonry Painting) Including Ceiling 4.5 Fiber Cement	3,981.63	sq.m.		
1006(5)	Fire Rated Fire Exit Steel Door	4.62	sq.m.		
1032(1)c	Painting Works (Metal Painting)	300.00	sq.m.		
1007	Clear Frameless Glass Door Swing	88.92	sq.m.		
1008	Aluminum Glass Window (Sliding/Casement/Awning/Fixed type)	72.17	sq.m.		

ROOFING / STRUCTURAL WORKS			
1010(2)a	Hollow Core Flush Door	4.20	sq.m.
1013(2)c	Fabricated Metal Roofing Accessory (Ridge Rolls/Flashings)	48.00	m
1014	Prepainted Metal Sheet long Flan	359.25	sq.m.
1016(1)a	Waterproofing Cement Base	60.00	sq.m.
1036(1)a	Polycarbonate	13.40	lm
1047(2)b	Structural Steel Roof Truss	2,000.00	kg
1047(2)c	Structural Purlins	603.00	kg
1047(2)d	Structural Tubular Frame	150.00	kg
1047(3)b	Metal Structure Accessories (Sagrod)	20.00	pc
1047(3)c	Metal Structure Accessories (Turnbucke)	20.00	pc
1047(4)	Metal Structure Accessories (Crossbracing)	331.59	kg
1051(1)	Stainless Steel Railing	27.00	lm
1051(5)	Metal Railings	9.00	lm
PLUMBING WORKS			
1001(8)	Sewer Line Works	1.00	ls
1002(5)	Plumbing Fixtures	1.00	ls
1002(3)a	Cold Waterline Pipes and Fittings	1.00	ls
1001(3)	Concrete Gutter	1.00	ls
1001(9)	Storm Drainage and DownSpout	1.00	ls
1001(6)	Catch Basin (Concrete/CHB)	1.00	ea

ELECTRICAL WORKS			
1100(30)	Conduits, Boxes & Fittings, Conduit Works/ConduitRough-in	1.00	ls
1100(30)	Conduits, Boxes & Fittings, Conduit Works/ConduitRough-in (Telephone)	1.00	ls
1100(42)	Wires and Wiring Devices	1.00	ls
1102	Panel Board with Main Breaker/Branches	1.00	ls
1103(1)	Lighting Fixtures	1.00	ls
MECHANICAL WORKS			
1200	Air Conditioning & Refrigeration System	1.00	sets
CARPENTRY WORKS			
1003(17)	Decorative Roof Fixture(Panlong)	1.00	sets
1003(17)a	Signage and Logo	1.00	ls
TOTAL PROJECT COST			

AMOUNT IN WORDS :

Submitted by :

(Name of Firm)

Signing Authority :

(Printed and Signature)

Designation :

Date :

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
and
- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or

- certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

Statement of all Ongoing Government & Private Construction Contracts including contracts awarded but not yet started

Business Name : _____

Business Address: _____

Name of Contract/Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Total Cost								

Note: This statement shall be supported with:

- 1 Notice of Award and/or Contract
- 2 Notice to Proceed issued by the owner
- 3 Certificate of Accomplishments signed by the owner or Project Engineer

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

Statement of all Completed Government & Private Construction Contracts which are similar in nature

Business Name : _____
 Business Address : _____

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract
- 2 CPES rating sheets and/or Certificate of Completion
- 3 Certificate of Acceptance

c

Designation : _____
 Date : _____

Statement of Availability of Key Personnel and Equipment

(Date of Issuance)

ATTY. PAISALIN P. TAGO, CPA

Minister
Ministry of Transportation and Communications
RH7, Bangsamoro Government Compound
Cotabato City

Attention : The Chairman

Bids and Awards Committee

Dear Sir / Madame:

In compliance with the requirements of the (Name of the Procuring Entity) BAC for the bidding of the (Name of the Contract), we certify that (Name of the Bidder) has in its employ key personnel, such as project managers, civil engineers, architect, materials engineer and safety officer, who may be engaged for the construction of the said contract.

Further, we likewise certify the availability of equipment that (Name of the Bidder) owns, has under lease, and/or has under purchase agreements, that may be used for the construction contracts.

Very truly yours,

(Name of Representative)

(Position)

(Name of Bidder)

**Qualification of Key
Personnel Proposed to be
Assigned to the Contract**

Business Name : _____
 Business Address : _____

	Project Manager	Civil Engineer	Materials Engineer	Safety Officer	Architect
1 Name					
2 Address					
3 Date of Birth					
4 Employed Since					
5 Experience					
6 Previous Employment					
7 Education					
8 PRC License					

Minimum Requirements : Project Manager
 | : Civil Engineer
 : Materials Engineer
 : Safety Officer
 : Architect (applicable only for vertical projects)

Note : Attached individual resume, PRC License of the (professional) personnel,
 Certificate of DPWH Accreditation, and
Certificate of Training in Occupational Safety and Health

Designation : _____

Date : _____

List of Equipment Owned (please see Invitation to Bid), assigned to the Proposed Contract

Business Name : _____ Business

Address : _____

Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership
<u>A. Owned</u>							
i.							
ii.							
iii.							
iv.							
v.							
vi.							

List of minimum equipment required for the project:

Submitted by : _____

(Printed Name & Signature)

Designation : _____ Date : _____

