



Republic of the Philippines
Department of Labor and Employment
EMPLOYEES' COMPENSATION COMMISSION

PHILIPPINE BIDDING DOCUMENTS

**Public Bidding (Rebidding) for the Renovation
of the ECC-OSHC REU 10
Cagayan De Oro Office
Ref. No.: PB-ECC-2025-01.R**

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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.

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms.....	5
Section I. Invitation to Bid	8
Section II. Instructions to Bidders.....	12
1. Scope of Bid	13
2. Funding Information	13
3. Bidding Requirements.....	13
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	13
5. Eligible Bidders.....	14
6. Origin of Associated Goods	14
7. Subcontracts	14
8. Pre-Bid Conference.....	14
9. Clarification and Amendment of Bidding Documents.....	14
10. Documents Comprising the Bid: Eligibility and Technical Components	15
11. Documents Comprising the Bid: Financial Component	15
12. Alternative Bids	16
13. Bid Prices	16
14. Bid and Payment Currencies.....	16
15. Bid Security.....	16
16. Sealing and Marking of Bids.....	16
17. Deadline for Submission of Bids	17
18. Opening and Preliminary Examination of Bids	17
19. Detailed Evaluation and Comparison of Bids	17
20. Post Qualification.....	17
21. Signing of the Contract	18
Section III. Bid Data Sheet.....	19
Section IV. General Conditions of Contract	22
1. Scope of Contract.....	23
2. Sectional Completion of Works	23
3. Possession of Site.....	23
4. The Contractor's Obligations.....	23
5. Performance Security	24
6. Site Investigation Reports	24

7.	Warranty.....	24
8.	Liability of the Contractor.....	24
9.	Termination for Other Causes	24
10.	Dayworks	25
11.	Program of Work.....	25
12.	Instructions, Inspections and Audits	25
13.	Advance Payment.....	25
14.	Progress Payments	25
15.	Operating and Maintenance Manuals.....	25
Section V. Special Conditions of Contract.....		27
Section VI. Specifications		30
Section VII. Drawings.....		42
Section VIII. Bill of Quantities		47
Section IX. Checklist of Technical and Financial Documents.....		51

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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



**Invitation to Bid for the Renovation of the
ECC-OSHC REU 10 Cagayan De Oro Office (Rebidding)
Ref. No.: PB-ECC-2025-01.R**

1. The *Employees' Compensation Commission (ECC)* through the **Corporate Operating Budget 2025** intends to apply the following amounts being the Approved Budget for the Contract to payments under the contract for **Renovation of the ECC-OSHC REU 10 Cagayan De Oro Office with Reference No. PB-ECC-2025-01.R**. Bids received in excess of the ABC shall be automatically rejected at bid opening:

Lot No.	Quantity	Item/ Description	ABC	Bidding Documents Fee
1	1 Lot	Renovation of the ECC-OSHC REU 10 Cagayan De Oro Office	₱ 1,180,000.00	₱1,000.00
Note		Amount of Bidding Documents Fee within the prescribed maximum amount as provided under Appendix 8 of the RIIR of R.A. No. 9184		

2. The *Employees' Compensation Commission (ECC)* now invites bids for the above Procurement Project. The and schedule of the Bidding activities is as follows:

Advertisement/ Posting of Invitation to Bid/Start of availability of bid documents	March 31, 2025 (Monday) -all prospective bidders are required to provide soft-copies of their letter of intent/notice of participation and email addresses to the following email address of ECC-BAC-Secretariat: <u>chua_ac@ecc.gov.ph;</u> supply@ecc.gov.ph)
Pre-Bid Conference	April 8, 2025 (Tuesday) 10:00 A.M. Face-to-Face / Online thru Google Meet -bidders have the option to attend the pre-bid either face to face or via Google Meet. Access link in the virtual pre-bid conference will be provided to prospective bidders via email at least one hour before the pre-bid conference
Deadline for Submission of Written Queries/ Clarifications by Prospective Bidders	April 25, 2025 (Friday)

	-pursuant to Section 22.5.1 of the RIRR of RA9184, requests for clarification(s) on any part of the Bidding Documents or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity concerned <u>at least ten (10) calendar days</u> before the deadline set for the submission and receipt of bids.
Last day of Issuance of Bid Bulletin by the ECC BAC	April 28, 2025 (Monday) -pursuant to Section 22.5.1 and 2, Bid Bulletins shall be issued by the BAC, <u>at least seven (7) calendar days</u> before the deadline for the submission and receipt of bids.
Deadline for Submission of Bids	May 5, 2025 (Monday) 1:00 P.M.
Opening of Bids	May 5, 2025 (Monday) 1:30 P.M. <i>(Bid Opening may also be viewed online via streaming in the ECC FB Procurement Account/ Page)</i>

Completion of the Works is required within **Forty-five (45) calendar days, reckoned from the date of receipt of the Notice to Proceed (NTP)**. 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).

- 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.
- Interested bidders may obtain further information and/or acquire hard copies of the Bidding documents from the BAC Secretariat starting on *March 31, 2025, (Mon-Fri: 8:00 AM-3:30 PM)* upon submission of a Letter of Intent/Notice of Participation and upon payment of non-refundable fee in the amount stated in **Item 1 of this Invitation to Bid. Payment of bid document fee shall be received at the 4th Floor ECC Cashier’s Office, Monday to Friday from 8:00 AM-3:30 PM.**
- The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS: www.philgeps.gov.ph) and through the ECC website: <http://www.ecc.gov.ph>. All interested bidders are required to settle the prescribed fee for the said documents not later than the deadline of submission of bids. The Official Receipt (OR) for the payment of the fees shall be presented in person to the ECC BAC Secretariat.

6. The **ECC** will hold a Pre-Bid Conference¹ on **April 8, 2025** at 10:00 A.M. at the **4th Floor DED Conference room**. Interested bidders may opt to attend the pre-bid either face to face or through video conferencing or webcasting *via Google Meet*. The link shall be sent to the prospective bidders through email at least one (1) hour before the start of the conference.
7. Bids must be duly received by the BAC Secretariat through manual submission at the ECC Bldg. 355 Sen. Gil Puyat Avenue, Makati City, on or before **May 5, 2025, 1:00 P.M.** 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 **May 5, 2025, 1:30 P.M. at the ECC Bldg. 355 Sen. Gil Puyat Avenue, Makati City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity and may also be viewed online via streaming in the ECC Official Facebook Account.
10. The ECC 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:

The ECC BAC Secretariat
3rd Floor, ECC Bldg. 355 Sen. Gil Puyat Avenue, Makati City
supply@ecc.gov.ph, chua_ac@ecc.gov.ph
02-88994251 local 215 or 204

12. You may visit the following websites:

For downloading of Bidding Documents:

www.ecc.gov.ph
www.philgeps.gov.ph

SGD
Atty. EVELYN R. RAMOS
Chairperson, ECC-BAC

27 March 2025

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Employees' Compensation Commission* invites Bids for the **Renovation of the ECC-OSHC REU 10 Cagayan De Oro Office with Project Identification Number PB-ECC-2025-01.R**

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 *CY2025* in the amount of total amount of ***One Million One Hundred Eighty Thousand Pesos (₱ 1,180,000.00)***.

2.2. The source of funding is:

- a. the 2025 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

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. **Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed fifty percent (50%) of the contracted Works.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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 *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy

of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																		
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Construction and renovation of buildings and structures</i>																	
7.1	Subcontracting is allowed, which shall not exceed fifty percent (50%) of the contracted Works.																	
10.3	<i>PCAB license and registration with at least “Small B” (size range)</i>																	
10.4	The key personnel must meet the required minimum years of experience set below:																	
	<table><tr><th>Key Personnel</th><th>Minimum Qualifications</th><th>Relevant Experience</th></tr><tr><td>Project-in-Charge</td><td>Licensed Architect/ Civil Engineer</td><td>At least three (3) years of experience in the construction industry</td></tr><tr><td>Safety Officer</td><td>Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribed by the Department of Labor and Employment</td><td>At least three (3) years of experience in the construction industry.</td></tr><tr><td>Foreman</td><td></td><td>Must have at least five (5) years of experience in the construction/renovation of office buildings or in a project of similar nature or greater magnitude or scope as the proposed project.</td></tr></table>			Key Personnel	Minimum Qualifications	Relevant Experience	Project-in-Charge	Licensed Architect/ Civil Engineer	At least three (3) years of experience in the construction industry	Safety Officer	Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribed by the Department of Labor and Employment	At least three (3) years of experience in the construction industry.	Foreman		Must have at least five (5) years of experience in the construction/renovation of office buildings or in a project of similar nature or greater magnitude or scope as the proposed project.			
Key Personnel	Minimum Qualifications	Relevant Experience																
Project-in-Charge	Licensed Architect/ Civil Engineer	At least three (3) years of experience in the construction industry																
Safety Officer	Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribed by the Department of Labor and Employment	At least three (3) years of experience in the construction industry.																
Foreman		Must have at least five (5) years of experience in the construction/renovation of office buildings or in a project of similar nature or greater magnitude or scope as the proposed project.																
10.5	The minimum major equipment requirements are the following:																	
	<table><tr><th>Equipment</th><th>Capacity</th><th>Number of Units</th></tr><tr><td>Step Ladder</td><td>n/a</td><td>At least 2 units</td></tr><tr><td>Carpentry Tools</td><td>n/a</td><td>At least 2 sets</td></tr><tr><td>Welding Machine</td><td>n/a</td><td>As Necessary</td></tr><tr><td>Power tools (drills, grinder, etc)</td><td>n/a</td><td>As Necessary</td></tr></table>			Equipment	Capacity	Number of Units	Step Ladder	n/a	At least 2 units	Carpentry Tools	n/a	At least 2 sets	Welding Machine	n/a	As Necessary	Power tools (drills, grinder, etc)	n/a	As Necessary
Equipment	Capacity	Number of Units																
Step Ladder	n/a	At least 2 units																
Carpentry Tools	n/a	At least 2 sets																
Welding Machine	n/a	As Necessary																
Power tools (drills, grinder, etc)	n/a	As Necessary																
12	<i>No further instructions.</i>																	
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:																	
	<table><tr><th>Lot No. & Description</th><th>ABC</th><th>Cash / Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)</th><th>Surety Bond (5% of ABC)</th></tr><tr><td>Repair/Renovation of the ECC-OSHC REU 10 Cagayan De Oro Office</td><td>₱1,180,000.00</td><td>₱23,600.00</td><td>₱59,000.00</td></tr></table>			Lot No. & Description	ABC	Cash / Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)	Surety Bond (5% of ABC)	Repair/Renovation of the ECC-OSHC REU 10 Cagayan De Oro Office	₱1,180,000.00	₱23,600.00	₱59,000.00							
Lot No. & Description	ABC	Cash / Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)	Surety Bond (5% of ABC)															
Repair/Renovation of the ECC-OSHC REU 10 Cagayan De Oro Office	₱1,180,000.00	₱23,600.00	₱59,000.00															

19.2	Partial bids are not allowed.
20	<i>Valid Philippine Contractors Accreditation Board (PCAB) license and registration, at least Small B (size range) that has been established for at least five (5) years and must have experience in Renovation works of similar nature or greater complexity as the proposed project.</i>
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause							
2	<p><i>The project duration is forty-five (45) calendar days. Each project phase must be completed within the prescribed duration to avoid commensurate penalties.</i></p> <table> <tr> <th>Stages of Work</th><th>Duration</th></tr> <tr> <td>Architectural Works</td><td>40 calendar days</td></tr> <tr> <td>Preparation of As-Built Plans</td><td>5 calendar days</td></tr> </table>	Stages of Work	Duration	Architectural Works	40 calendar days	Preparation of As-Built Plans	5 calendar days
Stages of Work	Duration						
Architectural Works	40 calendar days						
Preparation of As-Built Plans	5 calendar days						
4.1	<p><i>The intended completion date of the project is within forty-five (45) calendar days reckoned from the date of receipt of the Notice to Proceed.</i></p>						
6	<p>The prospective bidder shall conduct a site inspection of the ECC-OSHC REU 10 Cagayan De Oro office located at Corrales Avenue corner Yacapin Street, Cagayan De Oro City.</p> <p>Conduct of ocular inspection shall be made from March 31 to May 2, 2025 during regular office hours (weekdays) from 8:00 am to 5:00 pm. Interested bidders shall coordinate with the following personnel on the date of their actual site inspection:</p> <p><u>ECC Central Office</u> Mr. Keno S. Flores – ECC Building Administrator Engr. Exekiel Marie M. Lumenario</p> <p><u>REU 10 Cagayan De Oro</u> Stella Mae Obice – Information Officer</p>						
7.2	<p>Warranty is One (1) year which shall be covered by ten (10) percent retention money. The retention money will be released after one (1) year reckoned from the date of final acceptance.</p>						
10	<p>Dayworks are applicable at the rate shown in the Contractor's original Bid.</p>						
11.1	<p>The Contractor shall submit the Program of Work to the Procuring Entity's Representative within Ten (10) days from delivery of the Notice of Award.</p>						
11.2	<p>The amount to be withheld for late submission of an updated Program of Work is (1/10) of one percent (1%) per day of delay</p>						
13	<p>The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment upon written request of the Contractor subject to the condition/s provided under R.A. 9184 and its IRR.</p>						

14	<p>Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</p> <p>Progress payment shall be as follows:</p> <p>Advance Payment (Mobilization) – 15%</p> <p>Architectural Works - 70%</p> <p>Acceptance – 15%</p>
15.1	<p>The Contractor shall prepare and submit the As-built plans duly signed and sealed by the corresponding Architect/ Engineer in the same sheet size and scale as the original drawings in three (3) A3 copies. Electronic Copies of the As-built contract drawings shall also be submitted. The *.PDF format files shall be delivered with the CAD Files</p>
15.2	<p>The amount to be withheld for late submission of As-built Plans is (1/10) of one percent (1%) per day of delay</p>

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply,

unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

TECHNICAL SPECIFICATION

**Employees' Compensation Commission
Renovation of the ECC-OSHC REU 10
Cagayan De Oro Office**

Section VI. Technical Specifications

A. GENERAL CONDITIONS

- A. 1. The Project Title is **Renovation of REU 10 ECC-OSHC OFFICE**
- A. 2. The scope of work covered within this specification is the **Renovation of the ECC/OSHC Cagayan De Oro office** including the supply of all materials, equipment, and systems, as well as the performance of all necessary labor and processes, in accordance with the Plans and Specifications furnished by the Architect/Engineer, with the rules, regulations and restrictions implemented by ECC, and with the laws and regulations mandated by the Local and National Authorities.
- A. 3. This specification is intended to cooperate with the Plans and drawings. In case of doubt or any discrepancies found in the figures or drawings, they shall be brought to the attention of the Architect/Engineer for clarification and final decision.
- A. 4. Should the contractor fail to verify or clarify discrepancies, errors, conflict or omission in the drawings and specifications, it shall be deemed that the contractor has included in the preparation of his bid the necessary works, materials or items needed to satisfy the general scope of works.
- A. 5. The Contractor shall be responsible for checking all items and units as indicated on the Plans and Specifications and its supply and installation. Any substandard material that does not conform to the specifications shall not be accepted.
- A. 6. The Contractor shall strictly follow the standard protocol for the supply and installation of specified materials such that the Manufacturer's Direction shall be the primary reference to be followed.
- A. 7. The Contractor is not limited to the scope of works listed. They should verify all plans and actual conditions for the necessity of work.

B. APPROVED BUDGET FOR THE CONTRACT

The Approved budget for the contract is **PHP 1,180,000.00**

C. PRELIMINARIES

C.1. Mobilization

The Contractor shall thoroughly inspect the existing job site conditions and apply for all pertinent permits before the onset of mobilization works for the ECC/OSHC office.

- a. Preparation of logistics of contractor's equipment and tools.
- b. Transportation & communication necessary for the delivery of materials, equipment and tools.
- c. Setting up of Temporary Facilities within the vicinity of the project site, if necessary.
- d. Setting up of necessary water and power lines required for the project.
- e. Proper and safety storage of materials and equipment.

C.2 Demobilization

The Contractor shall be responsible for the removal and legal disposal of all demolition and construction waste materials and for maintaining the cleanliness and orderliness of the project site.

- a. During the renovation period, cleaning of construction site and removal of dust, rubbish and debris from the site shall be done in a daily basis unless otherwise directed; do not allow accumulations inside or outside the building.
- b. Removal and hauling of materials, tools, equipment, and temporary facilities from the project site.
- c. Final deep cleaning and disinfection of all surfaces or unit of work on project site by reputable building maintenance company is pre-requisite to final acceptance.

D. SCOPE OF WORKS

D.1 ARCHITECTURAL WORKS

The Contractor shall be responsible for the Architectural works in accordance with the Plans and Specifications.

- a. Supply and installation of drywall partitions in standard metal tracks and stud support
- b. Application of painting on all drywall partitions with at least (2) layers of coating as specified.
- c. Supply and installation of Acoustic Rockwool insulation on drywall partitions as indicated in the plan.
- d. Supply and installation of Wooden doors including door jambs, door accessories, and hardware as specified in the Door Schedule.
- e. Supply and installation of all Glass Doors, Windows and Wall with complete hardware and accessories.
- f. Supply and installation of Acoustic folding partition as indicated in plan.

SPECIFICATIONS

i. Gypsum Drywall Systems

- ❖ Performance Requirements

A. Refer to Supplier's technical specifications for description, required equipment, application, and testing procedures, etc. Submit sample for Architect's approval.

B. Fasteners:

Attachment of steel stud to steel track

i. Pan head type "S" framing screws or any suitable material.

❖ Delivery, Storage, and Handling

A. Deliver materials in original packages, containers, or bundles bearing brand name, applicable standard designation, and Manufacturer's name.

B. Store material under roof and keep dry. Stack gypsum board flat and protect from damage.

❖ Execution

A. Layout the floor tracks. Secure this using suitable anchoring method.

B. Install the metal studs to the tracks spacing from 0.40 meter, use blind rivets or screws. No horizontal bracing needed if the studs are spaced 0.40 m and the height does not exceed 3.00 meters. Thus, making the installation economical and durable.

C. Install the Gypsum board or fiber cement board using drywall screws based on the design thickness.

B. Rockwool Insulation.

❖ For thermal and sound insulation, with inherent fire resistance. 50mm material thickness. Rockwool or approved equivalent.

Application: For all types of drywall installations requiring sound insulation.

C. Doors

❖ Wooden Doors

A. Performance Requirements

i. Verify specifications according to Manufacturer and submit samples subject to the approval of the Architect/Engineer.

ii. Flush Doors: Submit sample for Architect's approval.

B. Delivery, Storage, and Handling

i. Do not have doors delivered to building site until after plaster, cement, and taping compound are dry. If doors are to be stored at job-site for more than one week, seal top and bottom edges if not factory sealed.

ii. Store flat on a level surface in a dry, well-ventilated building. Cover to keep clean but allow air circulation.

iii. Handle with clean gloves and do not drag doors across one another or across other surfaces.

- iv. Do not subject doors to abnormal heat, dryness, or humidity or sudden changes therein. Condition doors to average prevailing humidity of locality before hanging.

D. Paints and Coatings

❖ Performance Requirements

All paint materials shall be delivered on the job-site in their original containers with labels and seals unbroken. Manufacturer or brand of painting materials to be used shall either be **Davies, Boysen, or an approved equal**. All schedule/mixing shall strictly follow the manufacturer's instructions and specifications. Submit swatches/samples for Architect's approval.

A. Paint Applications

- i. White and Tinted Ready-Mix Paint: Finished coat on wood, metal, and concrete surface
- ii. Latex-based / Acrylic Emulsion Paint, Flat, White, and Tinted: For exterior & interior concrete and masonry surfaces and properly primed wood and metals.
- iii. Elastomeric Paint: For application on interior & exterior masonry.

B. Lacquer

Lacquer shall be clear gloss, solid nitrocellulose base specifically formulated for use in the tropics. It shall exhibit fast solvent release and dries to a hard but flexible film with a high gloss effect.

C. Sanding Sealer

Sanding sealer shall be quality for wood surfaces that provides a non-absorbent base for color treatment which are applied on it. It shall exhibit hold out and sealing properties, fast drying and easy to smooth by sandpaper.

D. Glazing Putty

Putty shall be an alkyd-type product for filling minor surface unevenness.

❖ Execution

A. Surface Preparation

- i. Surface Examination
 - No exterior paint or interior finishing shall be done under conditions which may jeopardize the quality or appearance of the painting or finishing.
- ii. Preparation

- All surface to receive paint should be cleaned and in proper condition. Wood work shall be sandpapered and dusted clean. All knot holes, pitch pockets, or sappy portions shall be shellacked or sealed with knot-sealer.
- Nail holes, cracks or defects shall be carefully puttied after the first coat with putty matching color of the stain or paint.

iii. Interior Woodwork

- Finishes shall be sandpapered between coats. Cracks, holes, or imperfections in plaster shall be filled with patching plaster and smoothed off to match adjoining surfaces.

iv. Plaster or Masonry

- Masonry or plaster shall be completely dried before any sealer or paint is applied.
- After the primer sealer coat is dried, all visible suction spots shall be toughed up before the succeeding coats are applied.
- Work shall not be continued until after all spots have been sealed. In the presence of high alkali conditions, surfaces shall be washed to neutralize the alkali.

B. Application

- Paints when applied by brush shall be non-fluid, and thick enough to lay down an adequate film of wet paint. Brush marks shall be flawed out after the application of paint.
- Paints prepared for application by roller must be similar to brushing paint. It must be non-sticky when thinned to spraying viscosity to break up easily into droplets.

C. Workmanship

- All works shall be performed by experienced and skilled craftsmen to assure finished work of first class quality, appearance and durability.
- All paints and other coatings shall be mixed and applied strictly in accordance with the manufacturers printed instructions.

D. Storage

- All materials to be used under this Item shall be stored in a single place to be designated by the Architect/ Engineer and such place shall be kept neat and clean at all times.
- Necessary precautions to avoid fire must be observed by removing oily rags, waste, etc. at the end of daily work.

E. Cleaning

- All cloths and cotton waste which are fire hazards shall be placed in metal container or destroyed at the end of daily works.

- ii. Upon completion of work, all staging, scaffolding, and paint containers shall be removed and disposed.
- iii. Paint drips, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable to the supervising Architect or Engineer.

E. Glass and Glazing (For Doors, Windows, and Walls)

❖ Performance Requirements

- A. Caulking, Sealing and Glazing Compound: Perimeter sealing of aluminum window frames shall be silicone sealant transparent or approved equivalent.
- B. Caulking and Weather Stripping: Rubberized vinyl for all aluminum windows.
- C. Refer to drawings for glass schedule, sizes, dimension, and location.

❖ Preparation and Installation

- A. Safety precautions and procedures shall be observed in determining the sizes and in providing the required clearances by measuring the actual opening to receive the glass.
- B. All glass shall be accurately cut to fit openings and set with equal bearing on the entire width of plane.
- C. Movable items or parts shall be kept in a closed and locked position until after the glazing compound has thoroughly set.
- D. All glass sheets shall be bedded, back puttied, secured in place and face puttied. Secure glass in aluminum frame with non-corrosive clips except where glazing beads are required.
- E. Place spring wire or angle glazing clips and run face putty. Remove excess putty from other side flush with edge of rebate.
- F. Apply a thin layer of putty to rebate and set glass. Apply putty by pressing into an even bed secured.
- G. Apply putty in uniformly straight lines, parallel with inside of glazing rebate, with accurately formed bevels and clean-cut corners then remove excess putty from glass and frames.
- H. Corners shall be carefully made. All excess putty shall be removed and surfaces left clean.
- I. Glass breakage caused in executing the work or by faulty installation shall be replaced by the Contractor without extra cost.
- J. Improperly installed glass that does not fully meet the requirements of its grade, will not be accepted and shall be replaced without extra cost.

F. Acoustic Folding Partition

❖ Performance Requirements

- i. Acoustic partitions provide soundproofing between spaces and improve privacy.
- ii. Refer to drawings for the acoustic partition, sizes, dimensions, and location.

- iii. Seal Gaps: For optimal sound control, ensure that there are no gaps or leaks in ceilings and partitions.

E. DELIVERABLES/SUBMITTALS

E.1 The Bidder shall prepare and submit for the purpose of the Bill of Quantities (BOQ) in this contract, a detailed estimate in accordance with the limit available on the Approved Budget for the Contract.

E.2 The Contractor shall prepare and submit the As-built plans duly signed and sealed by the corresponding Architect/ Engineer in the same sheet size and scale as the original drawings in three (3) A3 copies. Electronic Copies of the As-built contract drawings shall also be submitted. The *.PDF format files shall be delivered with the CAD Files.

F. PROJECT DURATION

The project duration is forty-five (45) calendar days. Each project phase must be completed within the prescribed duration to avoid commensurate penalties.

Stages of Work	Duration
Architectural Works	40 calendar days
Preparation of As-Built Plans	5 calendar days

v

G. QUALIFICATIONS REQUIREMENT

The ECC will engage in an Engineering Firm with a valid PCAB License and registration with at least “Small B” (size range) that has been established for at least five (5) years and must have experience in Renovation works of similar nature or greater complexity as the proposed project. The Contractor will provide a core team of experienced and competent technical personnel to deliver the services required for the project. Also, the Contractor shall be responsible for all the plans and documents related to the scope of services and during the implementation of the project.

Key Staff	Minimum Qualifications
1. Project in Charge (1)	Licensed Architect/ Civil Engineer with at least three (3) years of experience in the construction industry.
2. Safety Officer (1)	Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribed by the Department of Labor and with at least three (3) years experience in the construction

	industry.
3. Foreman (1)	Must have at least five (5) years of experience in the construction/renovation of office buildings or in a project of similar nature or greater magnitude or scope as the proposed project.

H. MODE OF PAYMENT

The Contractor shall be paid based upon submission and acceptance of the complete set of deliverables per stage of the Project based on the following schedule:

DELIVERABLES	WEIGHT PERCENTAGE
Mobilization	15%
Architectural Works	70%
Acceptance	15%
Total	100%

Pursuant to Annex “F” of the Revised IRR of RA No. 9184, the Government, as it considers fair and reasonable, may allow advance payment to the Contractor in the amount which shall not exceed fifteen percent (15%) of the contract amount to cover the cost of mobilization, subject to the submission of an irrevocable standby letter of credit issued by a Universal or Commercial Bank and of an equal amount to the advance payment.

I. RESPONSIBILITIES OF THE CONTRACTOR

I.1 The Contractor shall be liable to any contractor and/or sub-contractor, for any damages caused as a result of acts or omissions of the latter that violate the Contract of Documents and which were approved by the Contractor without the knowledge and consent of the ECC.

I.2 The Contractor shall pay the amount equivalent to One-Tenth of One Percent (1/10 of 1%) of the total Service Fee as Liquidated Damages for each calendar day of delay or refusal to perform its obligation under the Contract Agreement in addition to the actual loss or damages which the ECC may prove. Such amount shall be deducted from any money due or which may become due to the Contractor or collected from the Performance Security posted by the Contractor, whichever is more convenient to the ECC.

I.3 If the Contractor shall violate any of the Terms and Conditions of the Contract Agreement or shall neglect to perform any of their work, duties, functions, responsibilities, or obligations stipulated therein, or for any other cause shall not carry

the tasks in an acceptable manner and by reason thereof, the ECC suffers damage and losses, the Contractor shall be assessed a penalty in the amount equivalent to Ten Percent (10%) of the total Service Fee in addition to the actual loss or damages as determined/proven by ECC.

I.4 The Contractor shall hold the ECC free from all claims, liabilities, losses, and suits arising from error in design, error in plans and other errors relative to its services.

I CERTIFY that I/We have read the Technical Specifications of this project: **Renovation of the ECC-OSHC REU 10 Cagayan De Oro Office with Reference no. PB-ECC-2025-01.R** and I/We **commit to deliver all the specifications enumerated therein:**

Name: _____

Legal Capacity: _____

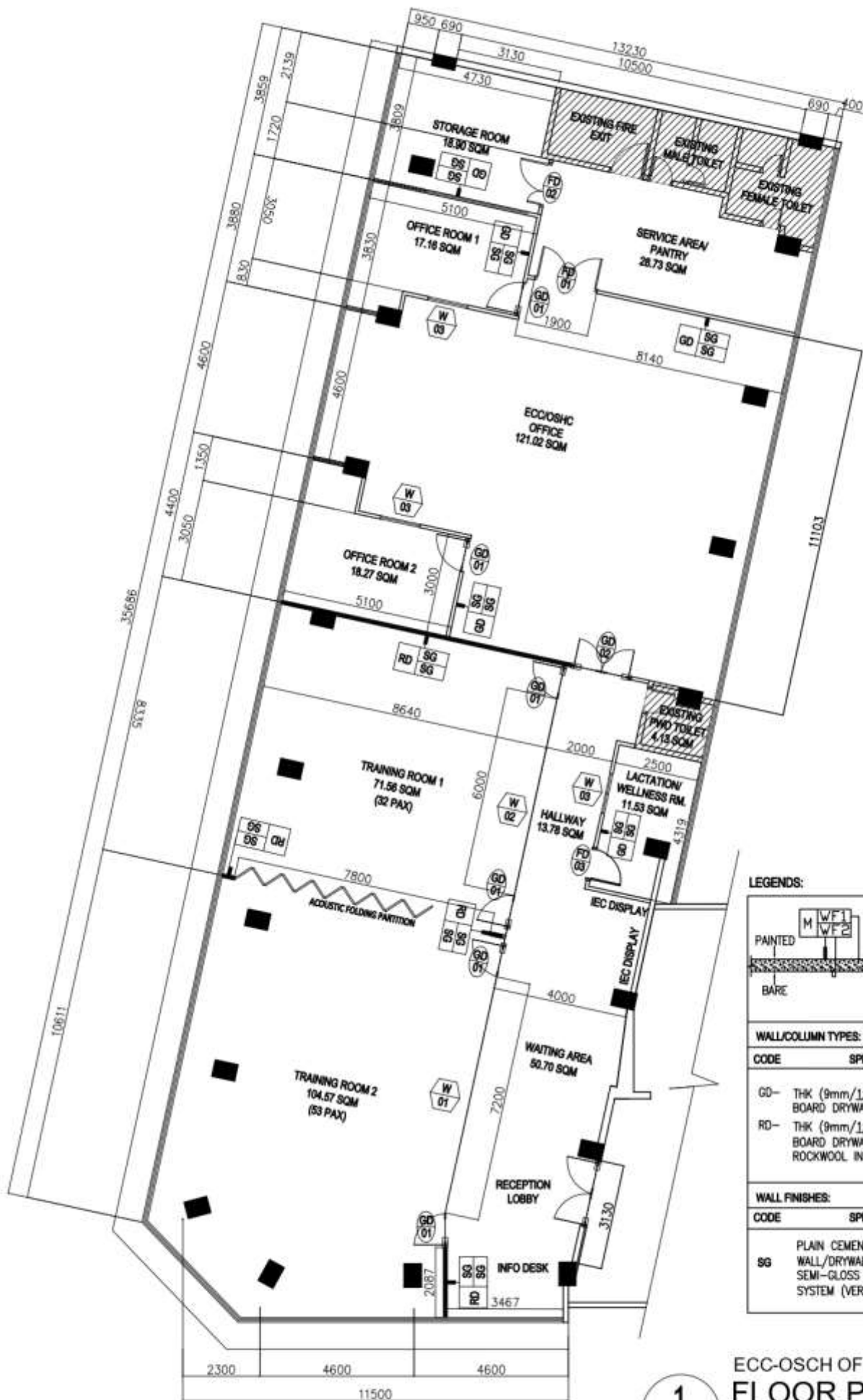
Signature: _____

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

Date: _____

Section VII. Drawings

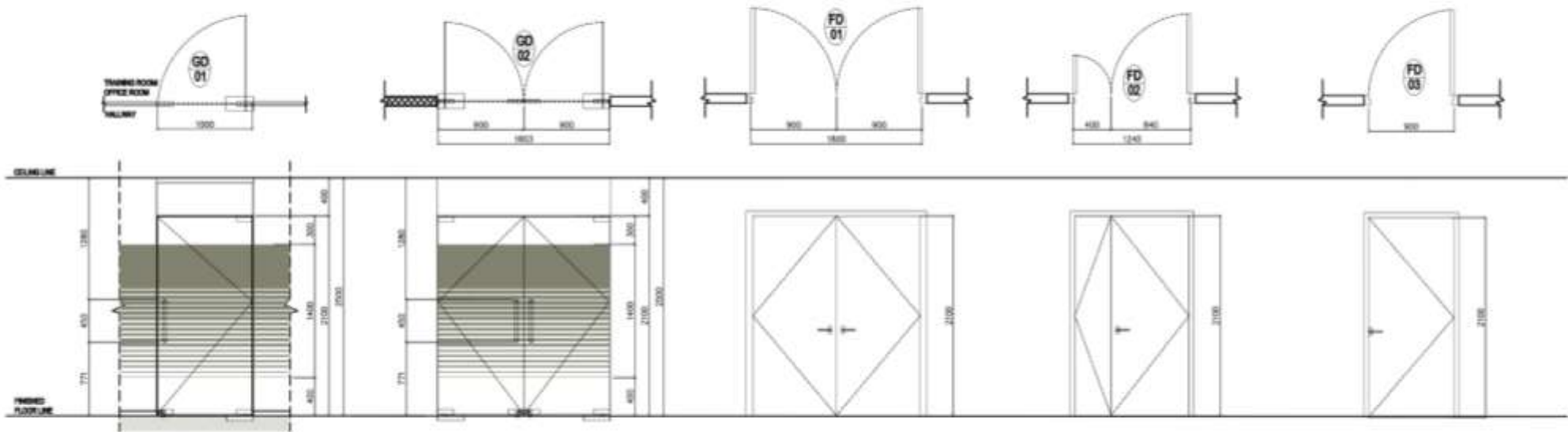
[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]



ECC-OSCH OFFICE (CDO) FLOOR PLAN

SCALE: 1:150MM

1
A-0



GLASS PIVOT SWING DOOR	
DESCRIPTION:	FRAMELESS GLASS DOOR WITH TOP AND BOTTOM DOOR PIVOT PATCH
MATERIAL:	12MM THK. CLEAR TEMPERED FRAMELESS GLASS (N/ GLASS PROTECTING STRIPS)
ACCESSORIES:	<ul style="list-style-type: none"> - 2SETS RECESSED FLOOR CLOSER - N/ DOUBLE ACTION FLOOR SPRING - 2SETS OVERHEAD CLOSER - 2SETS PATCH LOCK - 2SETS SS D-HANDLE (LENGTH 400MM)
QUANTITY:	8 SETS
LOCATION:	TRAINING ROOM 1 & 2 OFFICE ROOMS 1 & 2

FRAMELESS GLASS PIVOT DOUBLE SWING DOOR	
DESCRIPTION:	FRAMELESS GLASS DOOR WITH TOP AND BOTTOM DOOR PIVOT PATCH
MATERIAL:	12MM THK. CLEAR TEMPERED FRAMELESS GLASS (N/ GLASS PROTECTING STRIPS)
ACCESSORIES:	<ul style="list-style-type: none"> - 2SETS RECESSED FLOOR CLOSER - N/ DOUBLE ACTION FLOOR SPRING - 2SETS OVERHEAD CLOSER - 2SETS PATCH LOCK - 2SETS SS D-HANDLE (LENGTH 400MM)
QUANTITY:	1 SET
LOCATION:	ECC/RSK/ OFFICE

DOUBLE LEAF SWING DOOR	
DESCRIPTION:	SWING TYPE, 40MM THK. WOODEN FLUSH DOOR IN 2'7 1/2" DOOR JAMB
MATERIAL:	MEHANT WOOD IN HIGH PRESSURE LAMINATE FINISH (HPL)
ACCESSORIES:	<ul style="list-style-type: none"> - DOUBLE DOOR HANDLE LOCKSET W/ SHARP RACTIVE HANDLE SET - 1SET BOTTOM DOOR FLUSH BOLT - 2SETS BALL BEARING BUTT HINGES - 2SETS DOOR CLOSER
QUANTITY:	1 SET
LOCATION:	SOURCE AREA/PARTY

UNIFOL DOUBLE LEAF SWING DOOR	
DESCRIPTION:	SWING TYPE, 40MM THK. WOODEN FLUSH DOOR IN 2'7 1/2" DOOR JAMB
MATERIAL:	MEHANT WOOD IN HIGH PRESSURE LAMINATE FINISH (HPL)
ACCESSORIES:	<ul style="list-style-type: none"> - 1SET LEVER HANDLE LOCKSET - 1SET BOTTOM DOOR FLUSH BOLT - 1SET TOP DOOR FLUSH BOLT - 2SETS BALL BEARING BUTT HINGES
QUANTITY:	1 SET
LOCATION:	STORAGE ROOM

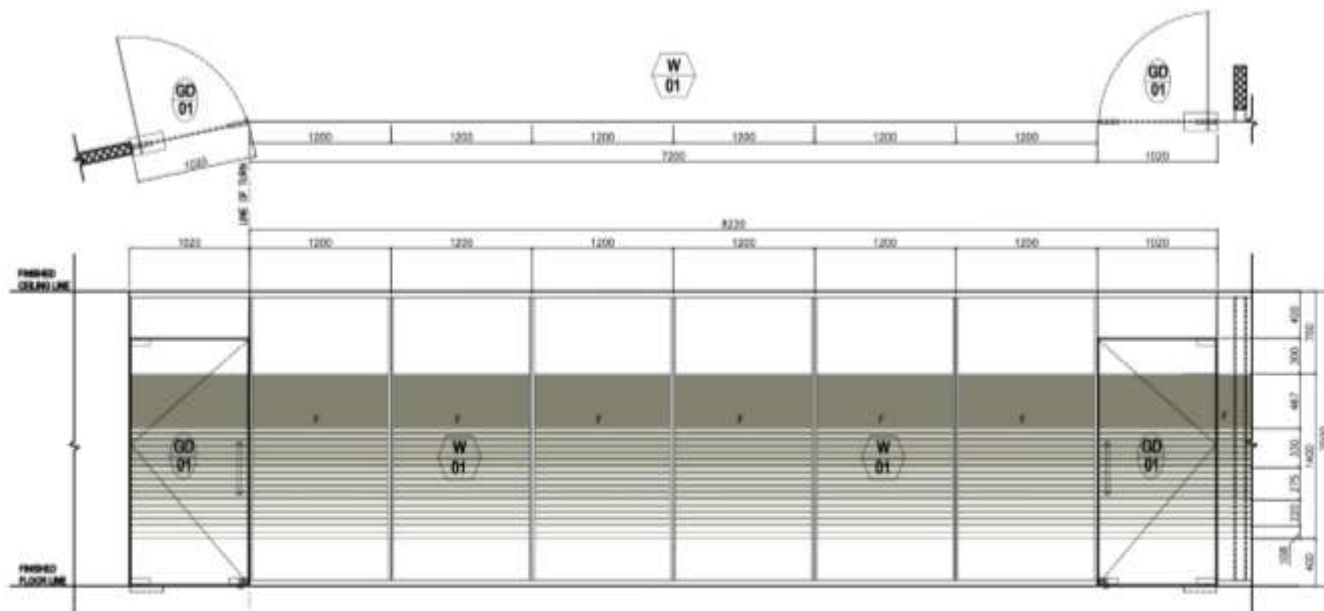
SWING DOOR	
DESCRIPTION:	SWING TYPE, 40MM THK. WOODEN FLUSH DOOR IN 2'7 1/2" DOOR JAMB
MATERIAL:	MEHANT WOOD IN HIGH PRESSURE LAMINATE FINISH (HPL)
ACCESSORIES:	<ul style="list-style-type: none"> - 2PCS BALL BEARING BUTT HINGES - 1SET LEVER HANDLE LOCKSET
QUANTITY:	1 SET
LOCATION:	LACTATION ROOM

1
A-1

ECC-OSCH OFFICE (CDO) DOOR SCHEDULE

SCALE:

1:60MM



GLASS WALL PARTITION	
DESCRIPTION:	12MM THK. CLEAR TEMPERED GLASS (W/ GLASS FROSTING STICKER) IN ALUMINUM FRAMING SYSTEM (WHITE POWDERCOAT)
QUANTITY:	6 SETS - 1200MM X 2500MM X 12MM THK. CLEAR TEMPERED GLASS
ACCESSORIES:	ALUMINUM T CHANNEL BETWEEN GLASS FRAMES ALUMINUM U CHANNEL
LOCATION:	TRAINING ROOM 2

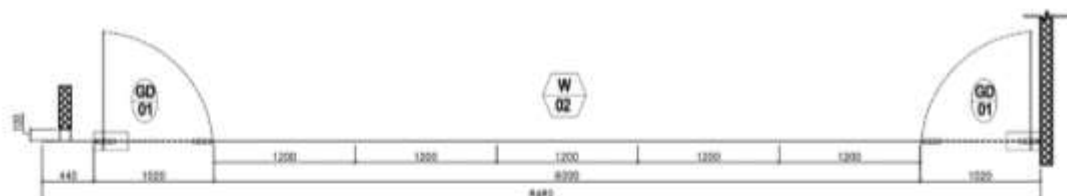
ECC-OSCH OFFICE (CDO)

WINDOW SCHEDULE

SCALE:

1:60MM

1
A-2



GLASS WALL PARTITION	
DESCRIPTION:	12MM THK. CLEAR TEMPERED GLASS (W/ GLASS FROSTING STICKER) IN ALUMINUM FRAMING SYSTEM (WHITE POWDERCOAT)
QUANTITY:	5 SETS - 1200MM X 2500MM X 12MM THK. CLEAR TEMPERED GLASS 1 SET - 440MM X 2500MM X 12MM THK. CLEAR TEMPERED GLASS 2 SETS - 100MM X 2500MM X 12MM THK. CLEAR TEMPERED GLASS
LOCATION:	TRAINING ROOM 1

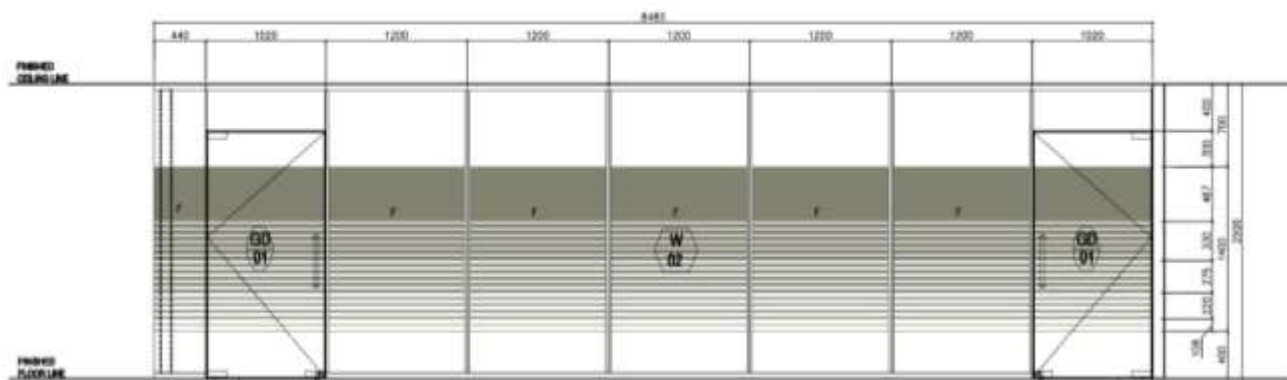
ECC-OSCH OFFICE (CDO)

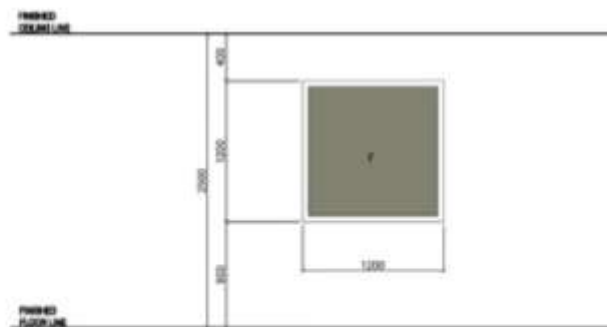
WINDOW SCHEDULE

SCALE:

1:60MM

1
A-2





FIXED GLASS PICTURE WINDOW	
DESCRIPTION:	6MM THK. WHITE FROSTED TEMPERED GLASS IN ALUMINUM FRAMING SYSTEM
QUANTITY:	3 SETS - 1200MM X 1200MM X 6MM THK. WHITE FROSTED TEMPERED GLASS
LOCATION:	LACTATION/WELLNESS ROOM; OFFICE RM 1&2

1
A-3

ECC-OSCH OFFICE (CDO)

WINDOW SCHEDULE

SCALE: 1:60MM

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the

SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

BILL OF QUANTITIES
RENOVATION OF ECC-OSHC REU 10 CAGAYAN DE ORO CITY
Corrales Avenue corner Yacapin Street, Cagayan De Oro City

PROJECT: RENOVIATION OF REU 10 ECC-OSHC Office							
LOCATION: CAGAYAN DE ORO							
Item	Description	Quantity	Unit	Material Cost+Cost of Minor Tools	Labor Cost	Unit Cost	Total Cost
1.00	PRELIMINARIES						
	A Renovation Permit	1.00	lot				
	B Safety Requirements, PPE	1.00	lot				
	C Scaffoldings Rental	1.00	lot				
	D Barracks and Warehousing	1.00	mo				
	F Mob/ Demob	1.00	lot				
Sub Total :	PRELIMINARIES						
2.00	WALL FINISH (With metal framing of 100mm x 50mm x 0.5mm thk)						
	A Dry Wall						
	Storage Room	26.32	sq.m				
	Office Room 1	32.08	sq.m				
	Service Area/Pantry	32.79	sq.m				
	ECC/OSHC Office						
	Office Room 2	32.08	sq.m				
	Lactation/Wellness Room	43.43	sq.m				
	B Acoustic Insulation (60kg x 50mm thick)						
	Training Room 1	22.00	sq.m				
	Training Room 2	4.82	sq.m				
Sub Total :	WALL FINISH						
3.00	GLASS WALL						
	A Supply and installation of glass wall including all fixing accessories, use of tools, hardware, and equipment, and all necessary items to complete the works in accordance with the drawings and specifications						
	W-01: 12mm thk. Clear Tempered Glass (with Glass Frosting Sticker) in Aluminum Framing System (White Powdercoat)						
	Training Room 2	1.00	set				
	W-02: 12mm thk. Clear Tempered Glass (with Glass Frosting Sticker) in Aluminum Framing System (White Powdercoat)						
	Training Room 1	1.00	set				
Sub Total :	GLASS WALL						
4.00	ACOUSTIC FOLDING PARTITION	9.10	sq.m				
Sub Total :	ACOUSTIC FOLDING PARTITION						
5.00	PANEL DOORS						
	Supply and installation of Doors including all fixing accessories, use of tools, hardware, and equipment, and all necessary items to complete the works in accordance with the drawings and specifications.						
	A Flush Door						
	FD-01: 1800mm x 2100mm Double Leaf Swing Door with Complete Accessories						
	Service Area/Pantry	1.00	set				
	FD-02: 840mm and 400 x 2100mm Unequal Double Leaf Swing Door with Complete Accessories						
	Storage Room	1.00	set				
	FD-03: 900mm x 2100mm Flush Door with Complete Accessories						
	Lactation/ Wellness Room	1.00	set				
	B Glass Door						
	GD-01: 1000mmW x 2100mmH; Frameless Glass Pivot Swing Door						
	Office Room 1	1.00	set				
	Office Room 2	1.00	set				
	Training Room 1	2.00	sets				
	Training Room 2	2.00	sets				
	GD-02: 1803mmW x 2100mmH; Frameless Glass Pivot Double Swing Door						
	ECC/OSHC office	1.00	set				
Sub Total :	PANEL DOORS						

PROJECT:		RENOVATION OF REU 10 ECC-OSHC Office					
LOCATION:		CAGAYAN DE ORO					
Item	Description	Quantity	Unit	Material Cost+Cost of Minor Tools	Labor Cost	Unit Cost	Total Cost
6.00	WINDOWS						
A	Supply and installation of windows including all fixing accessories, use of tools, hardware, and equipment, and all necessary items to complete the works in accordance with the drawings and specifications						
	W-03 1200mmW x 1200mmH Fixed Glass Picture Window Aluminum Framed; 6mm thk White Frosted Tempered Glass						
	Office Room 1	1.00	set				
	Office Room 2	1.00	set				
	Lactation/Wellness Room	1.00	set				
Sub Total :							
7.00	PAINTING WORKS (Semi-Gloss Latex Paint including surface preparation)						
A	Interior Wall						
	Storage Room	26.32	sq m				
	Office Room 1	32.08	sq m				
	Service Area/Pantry	32.79	sq m				
	ECC/OSHC Office						
	Office Room 2	32.08	sq m				
	Lactation/Wellness Room	43.43	sq m				
Sub Total :							
Total							

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

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
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) 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**
- ☐ (f) 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
- ☐ (g) 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**
- ☐ (h) 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**
- ☐ (i) 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**
- ☐ (j) 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

- ☐ (k) 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**
- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- ☐ (m) 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

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

Other documentary requirements under RA No. 9184

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

GUIDANCE ON THE PREPARATION OF BID FOLDERS

I. TABBING OF ELIGIBILITY DOCUMENTS:

A. The **ELIGIBILITY/ TECHNICAL COMPONENT** shall be arranged and tabbed as follows:

TAB	Eligibility/ Technical/ Financial Document
A	<p>PhilGEPS Certificate of Registration (Platinum)</p> <p>Under TAB A, the bidder <u>may</u> also include the following:</p> <ul style="list-style-type: none"> • SEC/ DTI/ CDA Registration • Mayor's Permit 2021 • BIR Tax Clearance
B	<p>Statement of all Ongoing Government and Private Contracts</p> <p>Under TAB B, the bidder <u>may</u> include the following:</p> <ul style="list-style-type: none"> • Contracts, Purchase Orders, Invoices etc.
C	<p>Statement of the bidder's Single Largest Completed Contract (SLCC)</p> <p>Under TAB C, the bidder <u>may</u> include the Certificate of Acceptance/ Satisfactory Completion of the contract listed</p>
D	Philippine Contractors Accreditation Board (PCAB) License
E	Bid Security
F	Project Requirements
G	<p>Omnibus Sworn Statement</p> <p>Under TAB G, include any of the following, if applicable:</p> <ul style="list-style-type: none"> • Secretary's Certificate – for corporations, partnership, cooperative • Special Power of Attorney
H	Audited Financial Statement (AFS) stamped received by the BIR
I	Computation of Net Financial Contracting Capacity
J	Other documents (JVA, DTI Certification – Domestic Bidder Preference etc.), <i>if applicable</i>

B. The **FINANCIAL COMPONENT** shall be arranged and tabbed as follows:

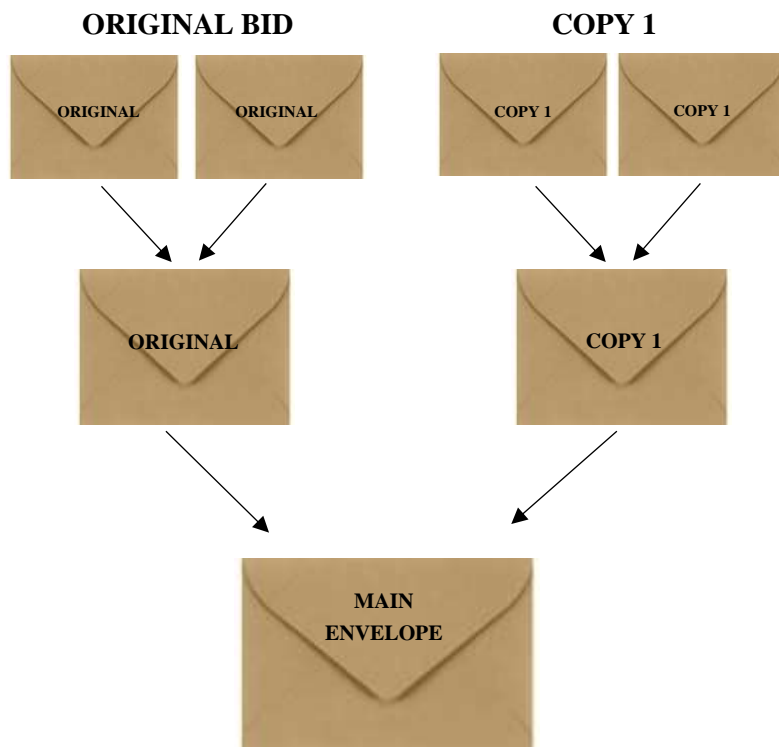
TAB	Eligibility/ Technical/ Financial Document
A	Bid Form
B	Bill of Quantities Detailed Estimates Form Cash Flow

II. SEALING AND MARKING OF BIDS

A. The sets of technical / eligibility and financial components shall be submitted in **two (2) sets/copies** (1 ORIGINAL and 1 COPY) sealed and marked as follows:

- **ORIGINAL BID ENVELOPE** (Sealed and Marked as ORIGINAL) which contains the following:
 - Sealed Envelope marked as ORIGINAL- TECHNICAL COMPONENT which contains the technical and eligibility documents, ring or book bound with tab markings/labels
 - Sealed Envelope marked as ORIGINAL – FINANCIAL COMPONENT which contains the Financial Component (Bid Form and Bill of Quantities), ring or book bound with tab markings/labels
- **COPY 1 BID ENVELOPE** (Sealed and Marked as Copy 1) which contains the following:
 - Sealed Envelope marked as COPY 1 – TECHNICAL COMPONENT which contains the technical and eligibility documents, ring or book bound with tab markings/labels
 - Sealed Envelope marked as COPY 1 – FINANCIAL COMPONENT which contains the Financial Component (Bid Form and Bill of Quantities), ring or book bound with tab markings/labels.

These envelopes containing the original and the copies shall then be enclosed in one single envelope. Please see below illustration:



PROPER MARKING OF SEALED ENVELOPES

FOR: ATTY. EVELYN R. RAMOS CHAIRPERSON, ECC BAC
PUBLIC BIDDING FOR THE RENOVATION OF THE ECC-OSHC REU 10 CAGAYAN DE ORO OFFICE REF. NO.: PB-ECC-2025-01
BIDDER'S NAME BIDDER'S ADDRESS
DO NOT OPEN BEFORE MAY 5, 2025, 1:30 PM
(INDICATE IF ORIGINAL OR COPY 1)

Bid Form for the Procurement of Infrastructure Projects
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : **PB-ECC-2025-01.R**

To: The Employees' Compensation Commission (ECC)

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: **Renovation of the ECC-OSHC REU 10 Cagayan De Oro Office;**
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: _____; PhP
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines² for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

² currently based on GPPB Resolution No. 09-2020

- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

**NFCC COMPUTATION FOR ELIGIBILITY CHECK
FOR CY 2023 or 2024**

	Amount
I. CURRENT ASSETS	
II. LESS: CURRENT LIABILITIES	
III. NET WORKING CAPITAL (I – II)	
IV. NET WORKING CAPITAL x 15	
V. LESS: VALUE OF ALL OUTSTANDING OR UNCOMPLETED PORTIONS OF THE PROJECTS UNDER ONGOING CONTRACTS, INCLUDING AWARDED CONTRACTS YET TO BE STARTED, COINCIDING WITH THE CONTRACT TO BE BID	
VI. NET FINANCIAL CONTRACTING CAPACITY (NFCC)	

The values of the domestic bidder's current assets and current liabilities shall be based on **the latest Audited Financial Statements** submitted to the BIR (with stamp received by BIR).

Submitted by:

Name: _____

Legal capacity: _____

Signature: _____

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

Tel. No./Cellphone No./Email Address: _____

Date: _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT/S SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ has the following completed contracts similar to the project – Renovation of the ECC-OSHC REU 10 Cagayan De Oro Office:

Date of the Contract	Contracting Party		Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-User's Acceptance	Date of Official Receipt	Bidder is A. Manufacturer B. Supplier C. Distributor
	Business Name: Contact Person: Contact No.: Email Address:							
	Business Name: Contact Person: Contact No.: Email Address:							
	Business Name: Contact Person: Contact No.: Email Address:							

Printed Name and Signature of Authorized Representative

Date

***Instructions:**

- a) Cut-off date as of: (i) Up to the day before the deadline of submission of bids.
- b) In the column under “Dates”, indicate the dates of Delivery/ End-user’s Acceptance and Official Receipt.
- c) “Name of Contract”. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: “Supply and Delivery of Generator Set”

STATEMENT OF ONGOING CONTRACTS AND AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that _____ has the following ongoing contracts and awarded but not yet started contracts:

Date of the Contract	Contracting Party		Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A. Manufacturer B. Supplier C. Distributor
	Business Name: Contact Person: Contact No.: Email Address:						
	Business Name: Contact Person: Contact No.: Email Address:						

Printed Name and Signature of Authorized Representative

Date

*Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of: **i. The day before the deadline of submission of bids.**
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. Example: "Supply and Delivery of Generator Set"

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:

- a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
- b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- c. Performance Security;
 - d. Notice of Award of Contract and the Bidder’s conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

