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# Procurement of INFRASTRUCTURE PROJECTS

**“Renovation of CSC Dormitory at the 5<sup>th</sup> Floor of  
CSC Main Building at the Civil Service Commission-  
Central Office”**

**Project ID No. 2024 - 04**

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.

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# *Glossary of Terms, Abbreviations, and Acronyms*

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.

## ***Section I. Invitation to Bid (IB)***

### **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.





IBP Road, Constitution Hills, Batasang Pambansa Complex  
1126 Quezon City, Philippines

**Invitation to Bid (IB)**  
**for the**  
**“Renovation of CSC Dormitory at the 5<sup>th</sup> Floor of**  
**CSC Main Building at the Civil Service Commission -**  
**Central Office”**

1. The Civil Service Commission – Central Office through the CFAG Current Fund intends to apply the sum of **Two Million Eight Hundred Thousand Pesos (Php2,800,000.00)**, inclusive of VAT/government tax/service charge, being the Approved Budget for the Contract (ABC) to payments under the contract for the **“Renovation of CSC Dormitory at the 5<sup>th</sup> Floor of CSC Main Building at the Civil Service Commission – Central Office”** under Project Identification (ID) Number 2024-04. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Service Commission – Central Office now invites bids for the above Procurement Project. Delivery of the Goods as specified in Section VI (Specifications) of the Bidding Documents. Bidders should have completed within **Three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to R.A. No. 5183.
5. Prospective Bidders may obtain further information from the Civil Service Commission – Central Office, through the CSC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hour.
6. A complete set of **Public Bidding Documents (PBD)** may be acquired by interested Bidders from **26 June 2024** and onwards from the *[www.csc.gov.ph/procurement](http://www.csc.gov.ph/procurement)* (CSC Website). Upon submission of bids, the bidder shall pay the fee in the amount of **Five Thousand Pesos (Php5,000.00)**. The bidding documents may also be secured from the CSC BAC-Secretariat

upon payment of the corresponding fee. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

The CSC accepts manual payment at the CSC Cashier Unit located at the CSC Mainbuilding, or online payment with the Land Bank of the Philippines (LBP) through Deposit/Fund Transfer to the CSC Bids and Awards Committee Account at the LBP - Batasan Branch with the following details:

Account Name: CSC BIDS AND AWARDS COMMITTEE  
Account Number: 003122-1019-82

The Bidders shall submit and send through email at [csc.ofam.pmd@gmail.com](mailto:csc.ofam.pmd@gmail.com) a scanned or screenshot image of the Transaction Receipt/Deposit Slip/Official Receipt as their proof of payment at least a day before the date of the bid opening.

Bidders which previously purchased and paid fee for the Public Bidding Documents (PBD) during the first bidding may no longer required to pay the bidding documents fee during the second bidding and thereafter for the aforesaid project.

7. The Civil Service Commission – Central Office through the CSC-BAC will hold a **Pre-Bid Conference** on **01 July 2024 at 2:00 P.M.** through videoconferencing using **Microsoft (MS) Teams as platform** and shall be open to interested bidders. Below is the invitation link to the pre-bid conference:

Link here:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NTIjYWExNmQtOWE1MC00NGZiLTg0NDctMTU5ZTNmOTIiNTNi%40thread.v2/0?context=%7b%22Tid%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22Oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTIjYWExNmQtOWE1MC00NGZiLTg0NDctMTU5ZTNmOTIiNTNi%40thread.v2/0?context=%7b%22Tid%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22Oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d)

8. **Bids** must be duly received by the CSC-BAC through its BAC Secretariat **one (1) original copy (hardcopy) and one (1) softcopy/electronic copy (with password protection) of the bid documents** in the addressed indicated below and email address at [csc.ofam.pmd@gmail.com](mailto:csc.ofam.pmd@gmail.com) on or before **15 July 2024 at 9:00 a.m.** Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14** or Bid Securing Declaration (BDS).
10. **Bid Opening** shall be on **15 July 2024 at 10:30 a.m.** through videoconferencing via **Microsoft (MS) Teams** using an invitation link below:

Link here:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MjZhYmIwZmYtODg0OC00M2U5LTZiZDYtMTc3MGY2NTAxNTRi%40thread.v2/0?context=%7b%22Tid%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22Oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjZhYmIwZmYtODg0OC00M2U5LTZiZDYtMTc3MGY2NTAxNTRi%40thread.v2/0?context=%7b%22Tid%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22Oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d)

Pursuant to Item 4.2 (B) of the GPPB Resolution No. 09-2020, Bidder must allow to a password-protected Bidding Documents on opening date and time. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.

In case of technicality/error in opening of electronic bid documents using password or problem in the internet connection in the CSC, the BAC shall physically open and check the submitted hardcopy of bid documents and which shall serve as references of the BAC in the bidding.

11. On or before the conduct of Pre-bid Conference, Bid Opening and BAC meetings, the authorized representative(s) of prospective bidders must present Letter of Intent (LOI)/ Authorization Letter from their company and must have a valid Identification Card (Company ID or any Government-issued ID) which may be done in person or through electronic means.
12. The Civil Service Commission – Central Office reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:  
  
**CSC-CO BAC Secretariat**  
Civil Service Commission – Central Office  
IBP Road, Constitution Hills, Quezon City  
Trunkline No. (02) 8931-7935 or 39, local 508  
Direct Line: (02) 8931-7990; Fax No. 8931-8029  
Email Address: [csc.ofam.pmd@gmail.com](mailto:csc.ofam.pmd@gmail.com)
14. You may visit the following website for downloading of Bidding Documents.  
  
[www.csc.gov.ph/procurement](http://www.csc.gov.ph/procurement) or [www.philgeps.gov.ph](http://www.philgeps.gov.ph)



**ATTY. ARIEL G. RONQUILLO**  
Assistant Commissioner for Legal  
*Chairperson, CSC CO Bids and Awards Committee (BAC)*

21 June 2024

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, Civil Service Commission – Central Office wishes to receive Bids for the “**Renovation of CSC Dormitory at the 5<sup>th</sup> Floor of CSC Main Building at the Civil Service Commission – Central Office**” with Project Identification No. 2024-04.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, the details of which are described in Section VI (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2024 in the amount of **Two Million Eight Hundred Pesos (Php2,800,000.00)**, inclusive of VAT/ government tax/service charge.

2.2. The source of funding is the CFAG Fund.

## 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 Manuals 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 **IB** 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 verified and accepted the general requirements of this Project, including 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

## 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 Subcontracting is allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through 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 special PCAB License** in case of Joint Ventures, 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.

### **a. 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.

## **12. 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.

## **13. Bid and Payment Currencies**

- 13.1 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.

*13.2 Payment of the contract price shall be made in:*

- a. Philippine Pesos.



## **14. Bid Security**

14.1 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**.

14.2 The Bid and bid security shall be valid until **15 November 2024**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. 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.

## **16. 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**.

## **17. Opening and Preliminary Examination of Bids**

17.1 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.

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

## **18. Detailed Evaluation and Comparison of Bids**

18.1 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.

18.2 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 15 shall be submitted for each contract (lot) separately.

18.3 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.

## **19. 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**.

## **20. 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***

### **Notes on the Bid Data Sheet (BDS)**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.2	For this purpose, <b>contracts similar to the Project</b> refer to contracts which have the same major categories of work, which shall be: <ul style="list-style-type: none"> <li>a. <b>Renovation/construction of Dormitory.</b></li> <li>b. <b>Completed in three (3) years prior to the deadline for the submission and receipt of bids.</b></li> </ul>
7.1	<b>Subcontracting is allowed.</b>
10.3	<i>[Specify if another Contractor license or permit is required.]</i> <b>(Please refer to the Specifications under the PBD).</b>
10.4	The key personnel must meet the required minimum years of experience set below: <b>(Please refer to the Specifications under the PBD).</b> <u>Key Personnel</u> <u>General Experience</u> <u>Relevant Experience</u>
10.5	The minimum major equipment requirements are the following:  <u>Equipment</u> <u>Capacity</u> <u>Number of Units</u> <b>(Please refer to the Specifications under the PBD).</b>
12	<i>[Insert Value Engineering clause if allowed.]</i> <b>(Please refer to the Specifications under the PBD).</b>
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php56,000.00</b> <i>[Two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>Php140,000.00</b> <i>[Five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
19.2	Partial bids are allowed, as follows: <i>[Insert grouping of lots by specifying the items and the quantity for every identified lot.]</i> <b>None.</b>
20	<i>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]</i> <b>(Please refer to the Specifications under the PBD).</b>
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. <b>(Please refer to the Specifications under the PBD).</b>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

# Special Conditions of Contract

GCC Clause	
2	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i> <b>(Please refer to the Specifications under the PBD).</b>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i> <b>(Please refer to the Specifications under the PBD).</b>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i> <b>(Please refer to the Specifications under the PBD).</b>
7.2	<p><i>[Select one, delete the other.]</i></p> <p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years.</p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p>
10	<p><i>[Select one, delete the other:]</i></p> <p style="padding-left: 40px;">a. Dayworks are applicable at the rate shown in the Contractor’s original Bid.</p> <p style="padding-left: 40px;">b. No dayworks are applicable to the contract.</p> <p><b>(Please refer to the Specifications under the PBD).</b></p>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <i>[insert number]</i> days of delivery of the Notice of Award. <b>(Please refer to the Specifications under the PBD).</b>
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> . <b>(Please refer to the Specifications under the PBD).</b>
13	The amount of the advance payment is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> . <b>(Please refer to the Specifications under the PBD).</b>

14	<i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment. <b>(Please refer to the Specifications under the PBD).</b>
15.1	The date by which operating and maintenance manuals are required is <i>[date]</i> .  The date by which “as built” drawings are required is <i>[date]</i> .  <b>(Please refer to the Specifications under the PBD).</b>
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> .  <b>(Please refer to the Specifications under the PBD).</b>

## ***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.

# *Scope of Works (SoW) / TOR*

Item	Specification	Statement of Compliance of the Bidder
	<p>Name of Project : <b>Renovation of CSC Dormitory at the 5th Floor of CSC Main Building</b></p> <p>Location : Civil Service Commission — Central Office (CSC-CO) CSC Compound, Batasang Pambansa Complex Constitutional Hills, Diliman, Quezon City</p> <p>Approved Budget for the Contract: Two Million Eight Hundred Thousand Pesos Only, <u>P2,800,000.00 (inclusive of tax)</u></p> <hr/> <p><b>I. General Background of the Project</b></p> <p>Currently, the dormitory wall, ceiling and raised floor are made of wood which is already dilapidated and infected by termites. Comfort room tiles already have a scratch, cracked and chipped and the plumbing and electrical line need to be updated. Henceforth, the Office for Financial and Assets Management thru the Building and Grounds Maintenance Division finds the importance to renovate the existing dormitory which will result in the improvement of its physical appearance and better atmosphere for the users/clients.</p> <p>The CSC-CO requires the services of a contractor that provides manpower, necessary tools and equipment and general services which are not limited to rehabilitation of existing Comfort Rooms, repartitioning (drywall and CHB wall), replacement of existing ceiling, replacement of dilapidated roofing and converting the wooden purlins to steel, replacement of existing raised floor, retiling works, repainting of walls and ceilings, rewiring of electrical lines and repiping of plumbing lines including the works which may arise during construction.</p> <p>The procurement shall be in accordance with the general provisions, specifications and other requirements of the Civil Service Commission (CSC) and the guidelines under the Revised Implementing Rules and Regulations (IRR) of R.A. 9184, otherwise known as “The Government Procurement Reform Act (GPRA)” with the duly approved Supplemental Annual Procurement Plan (SAPP), Approved Budget for the Contract (ABC) and Supplemental Procurement Project Management Plan (SPPMP) of the Commission.</p> <p><b>II. General Scope of Works:</b></p> <ol style="list-style-type: none"> <li><b>1. Ocular Inspection</b> – the Contractor shall conduct necessary ocular inspection in order to verify the measurements and check the circumstances, including but not limited to the actual conditions of the site and existing facilities of the said building. The ocular inspection shall be conducted before the schedule of the pre-bid conference. A certification will be issued by the BGMD to the Contractor after completing the required inspection.</li> <li><b>2. Renovation of the dormitory-</b> the Contractor shall provide a shop drawing for all the details needed in the project. The OFAM-BGMD as the end-user will provide the floor layout. The Contractor shall ensure that the shop drawing approved by the end-user is being followed as the floor layout provided. All changes must be coordinated with OFAM-BGMD;</li> </ol>	

**Statement of  
Compliance  
of the Bidder**

3. **Removal of existing CHB wall and dry wall partition** – the Contractor shall ensure that the CHB wall and drywall partition must be removed carefully without damaging the adjacent/connecting wall and ceiling and electrical / ACU wire/pipes. Once damaged, the Contractor must repair the said wall at their own expense.
4. **Installation of Drywall Partition** – the Contractor must construct the drywall partition in double walling.
5. **Supply Delivery and Installation of Materials**— the contractor shall present sample of all materials to the OFAM-BGMD and must be approved before the installation.
6. **Installation of raised flooring** - the Contractor shall ensure the level of floor prior to the installation of raised flooring and shall coordinate with OFAM-BGMD the changes if there are structural member, walls, pipes etc. which can become obstruction while installing the raised floor ;
7. **Chipping of tiles**— the Contractor shall ensure that the tiles has been chipped prior to the installation of approved tiles;
8. **Tile Setting**—the Contractor shall ensure proper elevation, and shall ensure that there will be no hollow area/*kapak* upon completion of the project. Any defect/s shall be properly repaired by the Contractor prior to the issuance of the Certificate of Completion by the OFAM BGMD;
9. **Plumbing and Electrical Lines** — the Contractor shall remove the existing plumbing and electrical lines carefully without damaging existing wall and ceiling and shall coordinate with the OFAM-BGMD Electrical Engineer and Foreman prior the installation of new lines.
10. **Fabrication of Cabinets** — the Contractor shall ensure the quality of workmanship in the fabrication of all the cabinets and the end-user has the right to reject the installation if there are signs of wear, damage, cracks, blisters, bubbles, or any other minor flaws upon inspection;
11. **Supply and Installation of ACU** - the Contractor shall coordinate the specification of the ACU as required by this project to the OFAM BGMD Electrical Engineer prior the installation and seek his assistance with regards the location of the ACU;
12. **Removal of Paint on existing CHB walls** — the Contractor shall ensure that the paint on the existing wall must be peeled or removed and properly neutralized prior to the repainting;
13. **Safe Conduct of Work** —the Contractor shall provide the safe conduct of work, careful removal and disposal of materials marked for salvage, and protection of those portions which remain undisturbed. Coordination shall be made with other works in progress, if any, and/or timely disconnection of utility services;
14. **Hauling of Materials/Debris**— the Contractor will not be allowed to use the elevator of the building for the hauling of materials/debris to and from the working area. The hauled materials shall be hoarded in an area designated by the OFAM-BGMD; and
15. **Cleaning** — the Contractor shall ensure that the contracted area is cleaned and ready for occupancy.



**III. Specifications:**

**A. General Condition**

**1. General**

- 1.1 Attached is the proposed floor layout of the project (ANNEX A). Any discrepancies between the existing structure and the proposed plan shall be coordinated with OFAM BGMD;
- 1.2 The Contractor shall provide all necessary labor and materials, equipment, facilities, supervision and other items necessary for the completion and satisfactory performance of work as stated in the scope of works of which this specification forms a part; and
- 1.3 All exposed structure adjacent to the area of work shall be protected while the project is in progress. Any stain, dirt, etc. shall be removed to the satisfaction of the CSC through the Building and Grounds Maintenance Division (BGMD) Project In charge.

**2. Materials**

- 2.1 Attached is the Bill of materials and quantity (ANNEX B), which specifies the minimum quantity of materials as required by this project. If the materials are insufficient to complete the project and it is found to be the Contractor's fault, the additional materials needed to finish the project shall be provided by the Contractor;
- 2.2 The Contractor shall present a mill certificate and/ ASTM (American Society for Testing and Materials) certification to ensure that all materials to be supplied and installed meet specific industry standards.
- 2.3 All materials shall be approved by the end-user before installation.

**3. Workmanship**

- 3.1 All works herein shall be done employing the highest degree of workmanship as called for in this specification and guaranteed to suit the standard engineering practices.

**4. Safety and Precautions**

- 4.1 The Contractor shall provide at all times safety measures during contract implementation period;
- 4.2 The Contractor shall, on a daily basis, maintain the area free from debris, rubbish and any foreign matter to prevent blocking or clogging of floor drain;
- 4.3 The Contractor shall be liable for any loss or damage to the building due to negligence of its representatives, employees and laborers.

**5. Site Cleaning**

5.1 The Contractor shall at all times prevent the accumulation of waste materials or rubbish in the working area by removing them from the premises and depositing the same at designated place; and

5.2 Upon completion of the works and before final payment is made, the Contractor shall remove from the site without expense to the Commission, all temporary structures, surplus materials and rubbish of any sort and shall leave the whole area in good order and condition.

**B. Special Provisions**

**1. Security Arrangement**

The Contractor shall coordinate with the BGMD relative to the security policy of the Commission (1) week prior to the start of the work hence should comply with the security regulations of the CSC. Likewise, the Contractor shall request gate passes for its employees upon entry to the CSC premises. Upon completion of the project and prior to full payment, the Contractor shall surrender the gate passes to the guard on-duty at the CSC main gate.

**2. Accountability on Human Resources**

There shall be no employer-employee relationship between the personnel of the Contractor and the CSC. The Contractor shall have the entire control and supervision of the work and personnel herein agreed upon. The CSC shall in no manner be answerable or accountable for any accident, injury of any kind, or death which may occur to any personnel of the Contractor during the time of the performance of the services under this agreement, nor for any wage, injury, loss or damage arising from the negligence or carelessness of the Contractor or any of its personnel, nor for any amount of claim or liability, civil or criminal, pertaining to any license, tax and permit, all of which shall be for the account of the Contractor. The Contractor hereby covenants and agrees to assume all liabilities described above and to render the CSC absolutely free therefrom,

**3. Accountability on Property Damages**

In case any CSCs property is lost, damaged or destroyed during the period of construction, after it has been determined that the worker/s of the Contractor is at fault, the Contractor shall pay the CSC the cost of the lost/damaged items otherwise, the CSC shall withhold such amount from the Contractor's payment.

**4. Progress Chart**

Prior to the start of the project implementation, the Contractor shall submit to the CSC through OFAM-BGMD for approval a bar chart and S-curve schedule. The schedule must show different phases of work up to the completion of the project.

**5. Performance Security**

To guarantee the faithful performance by the Contractor of its obligations under this Contract, the Contractor shall file a performance security within ten (10) calendar days or less from receipt of Notice of Award equivalent to five percent (5%) of the total contract price (Cash, cashier's/manager's check, bank draft/guarantee confirmed by Universal or Commercial Bank). The Performance Security may be released after the issuance of the Certificate of Acceptance.

**6. Warranty of Maintenance**

1. One (1) year from project completion up to final acceptance or the defects liability period.

a. The Contractor shall undertake the repair works at its own expense, of any damage to the works undertaken within fifteen (15) days from the time the head of OFAM-BGMD has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, OFAM-BGMD shall undertake the repair works and shall be entitled to full reimbursement of expenses incurred upon demand or be deducted from the Performance Security/Bond in accordance with RA 9184.

2. From final acceptance of the project up to the period prescribed by law, the Contractor shall be held liable for "Structural Deflects". Where the Structural Defects/failures arise due to faults attributable to improper construction, use of inferior quality/standard materials, and any violation of the contract plans and specifications.

**7. Changes/Additional Activity Ordered by the Client**

If the Contractor caused additional services or other expenses due to changes ordered by the CSC after accomplishing the set activity, the Contractor shall be paid for such services involved. The amount of compensation and the extension of time for the completion of the change or additional works ordered by the CSC shall be based on the existing computation of cost per square area.

**8. On-going or Completed Projects**

The Contractor shall have at least one (1) completed or two (2) on-going of similar projects with Certificate of Satisfactory Project Completion for the last two (2) years.

**IV. Delivery Services**

The project comprising of One Hundred Ninety Square Meter (190.00 sq.m) shall be completed/accomplished within ninety (90) calendar days.

**V. Mode of Payment**

The Commission shall pay the Contractor the Contract Price inclusive of government taxes subject to the following terms and conditions:

**Statement of Compliance of the Bidder**

1. The Commission upon written request of the Contractor which shall be submitted as part of the contract document, make an advance payment to the Contractor in an amount not exceeding ten percent (10%) of the total contract price, to be made in lump sum or, at the most, two installments according to a schedule specified in the Instructions to Bidders and other relevant Tender Documents.
2. The advance payment shall be made only upon the submission to and acceptance by the Commission of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity.
3. The Contractor shall repay the advance payment by deducting ten percent (10%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.
4. A payment of thirty percent (30%) of the total contract price will be paid upon satisfactory completion of at least thirty percent (30%) of the total area as determined by OFAM-BGMD.
5. An additional payment of thirty percent (30%) of the total contract price will be paid upon satisfactory completion of at least sixty percent (60%) of the total area as determined by OFAM-BGMD.
6. A final payment of forty percent (40%) of the total contract price will be paid ten (10) calendar days after the satisfactory completion of the project as certified by the OFAM-BGMD.

**Schedule of Payment:**

<b>Payment</b>	<b>Schedule of Payment</b>
10% Advance Payment	Upon receipt of the request for advance payment
30% of Total Contract Price minus 30% of 10% Advance Payment	30% accomplishment
30% of Total Contract Price minus 30% of 10% Advance Payment	60% accomplishment
40% of Total Contract Price minus 40% of 10% Advance Payment	100% accomplishment

**VI. Delay and Liquidated Damages**

The default/abandonment of the Contractor in its responsibilities within the duration of the contract would mean forfeiture of any payment claims and other possible civil charges.

Failure of the Contractor to accomplish the project as specified in this Contract, for everyday of delay, a penalty of 1/10 of 1% of the total cost of the unfinished floor area shall be imposed on the Contractor. Also, any noted defects on the works of the Contractor for the aforementioned project that are not rectified within the duration of this Contract, will be considered as delay on the performance/obligation of the Contractor, hence, will also be subjected to the above-mentioned penalty.

**VII. Termination of Services for Cause**

The CSC may terminate the services of the Contractor in case it is determined *prima facie* that the Contractor has engaged, before or during the implementation of the project, in unlawful deeds and behaviors relative to project acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a. Corrupt, fraudulent, collusive and coercive practices;
- b. Drawing up or using forged documents;
- c. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d. Any other act analogous to the foregoing.

The Contractor shall be suspended or blacklisted by the CSC should it be proven that the Contractor is engaged in any of the above stated unlawful acts. The procedures for suspension or blacklisting of suppliers or contractors shall be undertaken in accordance with the guidelines issued by the Government Procurement Policy Board (GPPB).

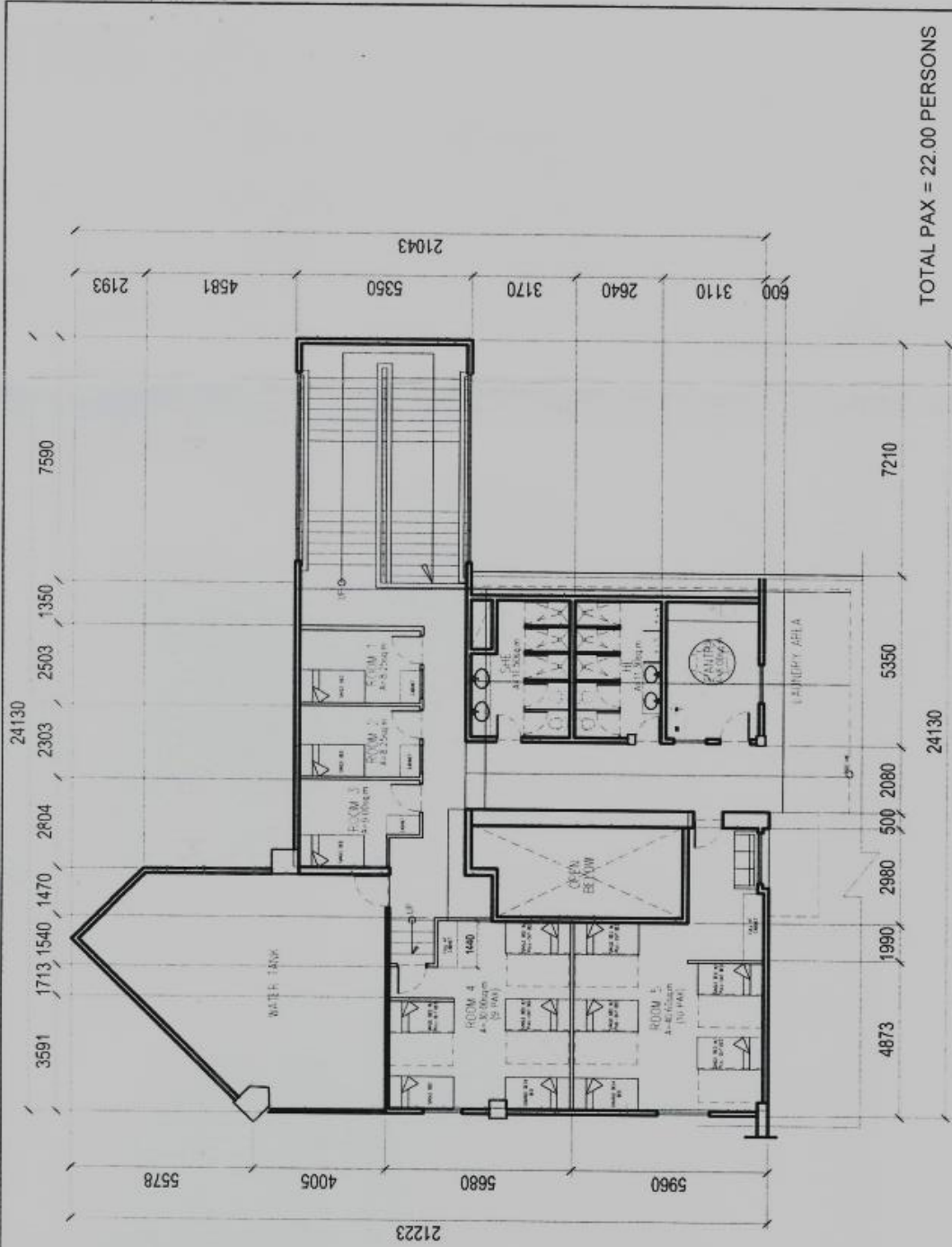
**VIII. Client's Responsibilities**

- 1. Provide full information as to the requirements for the project.
- 2. The OFAM-BGMD shall conduct daily monitoring of the work undertaken by the Contractor and shall be responsible for the issuance of the certification as to the work accomplished by the Contractor for its payment claims.
- 3. The CSC, as a collecting agency for the Bureau of Internal Revenue (BIR), shall deduct allowable Government Taxes on the Contractor.
- 4. If the CSC observes or otherwise becomes aware of anything that may impair the successful implementation of the project, OFAM-BGMD shall give prompt verbal/written notice thereof to the Contractor.

\* \* \*

## ***Section VII. Drawings (Annex A)***

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



**PROPOSED LAYOUT OF 5TH FLOOR DORM**

1:125 M

SCALE



PREPARED BY:

**ARCH. JOPE YIMAGAUAY**  
ARCHITECT

## ***Section VIII. Bill of Quantities (Annex B)***

### **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 (Annex B)*

**Project Title:** **Renovation of CSC Dormitory at the 5th Floor of CSC Main Building**  
**Location:** CSC Main Building, CSC Compound, IBP Road Batasan hills Quezon City  
**Total Floor Area:** 90.00 sq. m  
 (147.00 sq.m - Main Dormitory and 43.00 sq.m Toilet and Bath)

## **Bill of Materials and Quantities**

	<i>Description</i>	<i>Minimum Quantity</i>	<i>Unit</i>
<b>I.</b>	<b>Tiling Works</b>		
1.0	60x60 Glazed homogenous floor tiles	430.00	pcs
2.0	60x60 Unglazed ceramic floor tiles	125.00	pcs
3.0	30x60 Glazed ceramic wall tiles	235.00	pcs
4.0	30x60 Accent wall tiles	165.00	pcs
5.0	25kg Tile adhesive	420.00	bags
6.0	2kg Tile grout	30.00	bags
7.0	Natural Granite (for pantry and T & B Counter)	1.00	lot
8.0	60x60 Glazed syntheticgranite tiles	15.00	pcs
<b>II.</b>	<b>Plumbing Works</b>		
1.0	Plumbing Line	1.00	lot
2.0	S/S Shower head (complete with fittings)	6.00	units
3.0	Ceramic Urinal (complete with fittings)	2.00	units
4.0	Ceramic Water Closet (complete with fittings)	4.00	units
5.0	Ceramic Lavatory basin (complete with fittings)	4.00	units
6.0	S/S Lavatory basin faucet (complete with fittings)	4.00	units
7.0	S/S Bidet spray (complete with fittings)	4.00	units
8.0	S/S Tissue Holder	4.00	pcs
9.0	S/S Towel Holder	6.00	pcs
10.0	S/S Corner shelve	6.00	pcs
11.0	Hand Drier	2.00	units
12.0	S/S Kitchen Sink (single tub with drain)	2.00	units

13.0	S/S Kitchen Sink faucet -gooseneck (complete with fittings)	2.00	units
14.0	S/S Wall Faucet	2.00	pcs
15.0	Miscellaneous/Consumables	1.00	lot
<b>III. Carpentry Works</b>			
1.0	12mm Phenolic Board doors and partition (complete with accessories)	1.00	lot
2.0	4'x8'x3/4" thk Phenolic Board (for raised flooring)	15.00	pcs
3.0	4.5mm Fiber cement board	93.00	pcs
4.0	Metal furring	62.00	pcs
5.0	Carrying channel	62.00	pcs
6.0	W-Clip	1.00	lot
7.0	Wall angle	40.00	pcs
8.0	1/8 x 1/2" Blind Rivets	10.00	box
9.0	1/8 x 1" Blind Rivets	5.00	box
10.0	120cm x 18mm Wooden air vent	3.00	pcs
11.0	12mm Fiber cement board	55.00	pcs
12.0	3"x2"Metal Studs (3m)	45.00	pcs
13.0	3"x2"Metal Track (3m)	26.00	pcs
14.0	3/4" Marine plywood	30.00	pcs
15.0	1/4" Marine Plywood	8.00	pcs
16.0	1/2 x 2" Liston	75.00	pcs
17.0	1 1/2" Common Nails	5.00	kgs
18.0	1/4" Finishing Nails	5.00	kgs
19.0	3/4" Drywall Flat Screw (500's)	5.00	box
20.0	1/8" Stainless Steel Drill Bit (for metal)	20.00	pc
21.0	1/8" Stainless Steel Drill Bit (for concrete)	20.00	set
22.0	Gypsum Putty 5kg's	5.00	pails
23.0	2" Gasa Tape	10.00	rolls
24.0	Wood Glue	4.00	gals
25.0	Miscellaneous/Consumables	1.00	lot

**IV. Masonry Works**

1.0	4" CHB	510.00	pcs
2.0	Portland Cement	60.00	bags
3.0	Sand (bistay)	25.00	cu.m
4.0	10mm dia. RSB	98.00	pcs
5.0	Tie Wire	5.00	kg
6.0	3/4" Gravel	5.00	cu.m
7.0	Miscellaneous/Consumables	1.00	lot

**V. Roofing Works**

1.0	2"x4"x20'x1.5mm Steel tubular	10.00	pcs
2.0	2"x3"x20'x1.5mm C-purlins	30.00	pcs
3.0	GA #24 Color roof roofing sheet	1.00	lot
4.0	6" Pre-painted Spanish Gutter (4m)	15.00	pcs
5.0	Pre Painted Flashing (4m)	10.00	pcs
6.0	1x6 Fascia Board	15.00	pcs
7.0	Welding Rod	10.00	pc
8.0	Tekscrew	1,000.00	pc
9.0	8mm Magnetic tekscrew socket	3.00	kg
10.0	3" PVC Pipe (orange)	3.00	kg
11.0	Double Insulation (50m)	3.00	kg
12.0	Miscellaneous/Consumables	1.00	lot

**VI. Steel Works (raised flooring)**

1.0	2"x4"x20'x1.5mm Steel tubular	20.00	pcs
2.0	2" Blackscrew (metal)	1,500.00	pc
3.0	Welding Rod	10.00	pc
4.0	1/8" Stainless Steel Drill Bit (for metal)	20.00	kg
5.0	1/8" Stainless Steel Drill Bit (for concrete)	20.00	kg
6.0	Miscellaneous/Consumables	1.00	lot

**VII. Painting Works**

1.0	Flat latex paint	13.00	tin
2.0	Semi-gloss latex paint	16.00	tin
3.0	Skimcoat	50.00	bags
4.0	Acri color (raw sienna)	6.00	liters
5.0	Acri color (hansa yellow)	6.00	liters
6.0	Acri color (lamb black)	6.00	liters
7.0	Acri color (bulletin red)	6.00	liters
8.0	4" Baby roller rags	35.00	pcs
9.0	7" Baby roller rags	10.00	pcs
10.0	Tinting color (raw sienna)	12.00	qrt
11.0	Tinting color (yellow)	12.00	qrt
12.0	Flatwall Enamel	3.00	tin
13.0	Quick Dry Enamel	3.00	tin
14.0	Paint thinner	7.00	gal
15.0	3" Paint Brush	10.00	pcs
16.0	2" Paint Brush	15.00	pcs
17.0	1" Paint Brush	15.00	pcs
18.0	4" Baby roller foam	15.00	pcs
19.0	1" dia Stainless rod	7.00	boxes
20.0	Sandpaper Grit 100	20.00	m
21.0	Rags	3.00	kgs
22.0	Miscellaneous/Consumables	1.00	lot

**VIII. Doors and Windows**

1.0	1.20x1.20m Sliding window, clear glass in analok frame	1.00	set
2.0	1.60x1.20m Sliding window, clear glass in analok frame	1.00	set
3.0	1.45x1.20m Sliding window w/ 0.25m transom, clear glass in analok frame	1.00	set
4.0	1.50x1.20m Sliding window, clear glass in analok frame	1.00	set
5.0	1.70x0.70m Awning window, clear glass in analok frame	1.00	set
6.0	0.90x0.70m Awning window, clear glass in analok frame	2.00	sets
7.0	1.10x1.20m Sliding window, clear glass in analok frame	2.00	sets

8.0	0.90x0.60m Awning window, clear glass in analog frame Solid Panel Door in paint finish	3.00	sets
9.0	Door hinges	8.00	sets
10.0	Door handle with lockset	24.00	sets
11.0		8.00	sets
12.0	Miscellaneous/Consumables	1.00	lot
<b>IX. Mechanical Works</b>			
1.0	Supply, delivery and installation of 3TR Ceiling mounted inverter Airconditioning Unit	2.00	units
2.0	Supply, delivery and installation of 1TR Wall mounted inverter Airconditioning Unit	1.00	unit
3.0	Supply, delivery and installation of 1Hp Window type inverter Airconditioning Unit	2.00	units
4.0	Miscellaneous/Consumables	1.00	lot
<b>X. Electrical Works</b>			
1.0	Panel Lights	28.00	units
2.0	Electrical Line	1.00	lot
3.0	Miscellaneous/Consumables	1.00	lot

\* \* \*

## ***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) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

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



Financial Documents

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

**Class "B" Documents**

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

Other documentary requirements under RA No. 9184

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

