

-
- 25.2. If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

26. Extension of the Intended Completion Date

- 26.1. The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 26.2. The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Right to Vary

- 27.1. The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.
- 27.2. Variations shall be valued as follows:
- (a) At a lump sum price agreed between the parties;
 - (b) where appropriate, at rates in this Contract;
 - (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
 - (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

28. Contractor's Right to Claim

If the Contractor incurs cost as a result of any of the events under **GCC** Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

29. Dayworks

- 29.1. Subject to **GCC** Clause 43 on Variation Order, 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.
- 29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be

verified and signed by the Procuring Entity's Representative within two days of the work being done.

29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Early Warning

30.1. The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2. The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

31. Program of Work

31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.

31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

31.3. 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.

31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.

31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

- 32.1. Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 32.2. The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

33. Bill of Quantities

- 33.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 33.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 33.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 33.4. If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

34. Instructions, Inspections and Audits

- 34.1. The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.
- 34.3. The Contractor shall permit the Funding Source named in the **SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. Identifying Defects

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective.

36. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

37. Correction of Defects

- 37.1. The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- 37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. Uncorrected Defects

- 38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.
- 38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

- 39.1. 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.



-
- 39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity 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.
 - 39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
 - 39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
 - 39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1.

40. Progress Payments

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request 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.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
 - (a) Cumulative value of the work previously certified and paid for.
 - (b) Portion of the advance payment to be recouped for the month.
 - (c) Retention money in accordance with the condition of contract.
 - (d) Amount to cover third party liabilities.
 - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.
- 40.5. Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.



41. Payment Certificates

- 41.1. The Contractor shall submit to the Procuring Entity's Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 41.2. The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 41.3. The value of Work executed shall:
 - (a) be determined by the Procuring Entity's Representative;
 - (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
 - (c) include the valuations of approved variations.
- 41.4. The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42. Retention

- 42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
- 42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.
- 42.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.
- 42.4. On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee in a form acceptable to the Procuring Entity.



43. Variation Orders

- 43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however*, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).
- 43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:
 - (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work,



together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.

- (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
- (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
- (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. Contract Completion

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.


45. Suspension of Work

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:



-
- (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
 - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
 - (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
 - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- 45.3. In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

46. Payment on Termination

- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under **GCC** Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.
- 

47. Extension of Contract Time

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.



48. Price Adjustment

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

49. Completion

The Contractor shall request the Procuring Entity's Representative to issue a certificate of Completion of the Works, and the Procuring Entity's Representative will do so upon deciding that the work is completed.

50. Taking Over

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date the Procuring Entity's Representative issues a certificate of Completion.

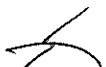
51. Operating and Maintenance Manuals

- 51.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.
- 51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the **SCC** from payments due to the Contractor.



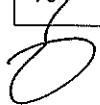
**Construction of Special and Technical
Staff Building for SSC and DACC at
Fort Bonifacio, Taguig City**

**SECTION V.
Special Conditions of
Contract**



Special Conditions of Contract

GCC Clause	
1.17	The Intended Completion Date is on the 420 th day upon NTP.
1.22	The Procuring Entity is the Bases Conversion and Development Authority (BCDA) with business address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street, corner 2nd Avenue, Bonifacio Global City, Taguig City.
1.23	The Procuring Entity's Representative is The Project Manager
1.24	The Site is located at Fort Bonifacio, Taguig City
1.28	The Start Date is projected to be in February 2020.
1.31	The Works consist of the construction of Special and Technical Staff Building for SSC and DACC. In addition, cost and application of permits, clearances Environmental Clearance Certificate and other government approvals shall be the responsibility and obligation of the contractor. Furthermore, the contractor shall submit to the BCDA the As-Built Building Information Modeling of this project.
2.2	No further instructions.
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor.
6.5	The Contractor shall employ the following Key Personnel : <ol style="list-style-type: none"> 1. Project Manager (1) 2. Project Engineer (1) 3. Architect (1) 4. Structural Engineer (1) 5. Electrical Engineer (1) 6. Mechanical Engineer II (1) 7. Quantity Surveyor (1) 8. Materials Engineer (1) 9. Health and Safety Officer (1) 10. Site Engineers (3)
7.4(c)	No further instructions.
7.7	No further instructions.
8.1	No further instructions.
10	None.



12.3	No further instructions.																
12.5	Fifteen (15) years.																
13	No additional provision.																
18.3(h)(i)	No further instructions.																
21.2	The Arbiter is to be advised as needed.																
29.1	Dayworks are applicable at the rate shown in the Contractor's original Bid.																
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) days from receipt of Notice of Award.																
31.3	<p>The Program of Work shall be updated and shall be submitted to BCDA for approval:</p> <ol style="list-style-type: none"> 1. on the first working day of the week following a Weekly Accomplishment Report indicating a negative slippage; and 2. together with the request for Variation Orders, either in the form of a change order or extra work order, that shall cover any increase or decrease in the original quantities of the Contract. <p>No further instructions.</p>																
34.3	The Funding Source is the Government of the Philippines through the General Appropriations Act of FY 2020.																
39.1	The maximum amount of the advance payment shall be fifteen percent (15%) of the Contract Price.																
40.1	<p>Payments shall be made through a modified scheme as shown:</p> <table border="1"> <tr> <td>Advance Payment</td><td>Max 15% (subject to recoupment)</td></tr> <tr> <td>1st Payment</td><td>Shall be 20% actual accomplishment</td></tr> <tr> <td>2nd Payment</td><td>Shall be 35% actual accomplishment</td></tr> <tr> <td>3rd Payment</td><td>Shall be 50% actual accomplishment</td></tr> <tr> <td>4th Payment</td><td>Shall be 65% actual accomplishment</td></tr> <tr> <td>5th Payment</td><td>Shall be 80% actual accomplishment</td></tr> <tr> <td>6th Payment</td><td>Shall be 95% actual accomplishment</td></tr> <tr> <td>Final Payment</td><td>Shall be 100% actual accomplishment</td></tr> </table>	Advance Payment	Max 15% (subject to recoupment)	1 st Payment	Shall be 20% actual accomplishment	2 nd Payment	Shall be 35% actual accomplishment	3 rd Payment	Shall be 50% actual accomplishment	4 th Payment	Shall be 65% actual accomplishment	5 th Payment	Shall be 80% actual accomplishment	6 th Payment	Shall be 95% actual accomplishment	Final Payment	Shall be 100% actual accomplishment
Advance Payment	Max 15% (subject to recoupment)																
1 st Payment	Shall be 20% actual accomplishment																
2 nd Payment	Shall be 35% actual accomplishment																
3 rd Payment	Shall be 50% actual accomplishment																
4 th Payment	Shall be 65% actual accomplishment																
5 th Payment	Shall be 80% actual accomplishment																
6 th Payment	Shall be 95% actual accomplishment																
Final Payment	Shall be 100% actual accomplishment																
51.1	The As-Built Drawings shall be required before the issuance of a Certificate of Completion.																
51.2	The final payment shall be withheld for failing to submit the complete set of As-Built Drawings.																

6

**Construction of Special and Technical
Staff Building for SSC and DACC at
Fort Bonifacio, Taguig City**

SECTION VI.
Specifications
(In Separate Volume)

**Construction of Special and Technical
Staff Building for SSC and DACC at
Fort Bonifacio, Taguig City**

SECTION VII.

Drawings

(In Separate Volume)

**Construction of Special and Technical
Staff Building for SSC and DACC at
Fort Bonifacio, Taguig City**

SECTION VIII.
Bill of Quantities
(In Separate Volume)

**Construction of Special and Technical
Staff Building for SSC and DACC at
Fort Bonifacio, Taguig City**

**SECTION IX.
Bidding Forms**

**Construction of Special and Technical
Staff Building for SSC and DACC at
Fort Bonifacio, Taguig City**

**SECTION IX
BIDDING FORMS**

1. STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)
WHICH IS SIMILAR IN NATURE TO THE CONTRACT TO BE BID**

[Date]

The Chairperson, BAC-I
Bases Conversion and Development Authority
2/F Bonifacio Technology Center
31st St., cor. 2nd Avenue,
Bonifacio Global City, Taguig City

Dear Ma'am,

In compliance with the eligibility requirements for the bidding of the Construction of Special and Technical Staff Building for SSC and DACC at Fort Bonifacio, Taguig City, this is to certify that [name and complete address of Bidder] has its Single Largest Completed Contract (SLCC) indicated below:

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Nature of Work	Contractor's Role (whether sole contractor, subcontractor, of partner in a JV)	Total Contract Value at Award (in PhP)	Date of Completion	Total Contract Value at Completion, if applicable (in PhP)	Percentages of Planned and Actual Accomplishments, if applicable	Value of Outstanding Works, if applicable (in PhP)

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Firm]

NOTE: This statement shall be supported by contracts, certificate of completion or owner's final acceptance and CPES rating sheets, if applicable. Also, the bidder is required to submit copy of the as-built quantities as certified by the project owner.

**Construction of Special and Technical
Staff Building for SSC and DACC at
Fort Bonifacio, Taguig City**

**SECTION IX
BIDDING FORMS**

2. STATEMENT OF ALL ON-GOING CONTRACTS

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONSTRUCTION CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

[Date]

The Chairperson, SBAC
Bases Conversion and Development Authority
2/F Bonifacio Technology Center
31st St., cor. 2nd Avenue,
Bonifacio Global City, Taguig City

Dear Ma'am,

In compliance with the eligibility requirements for the biddings of the Construction of Special and Technical Staff Building for SSC and DACC at Fort Bonifacio, Taguig City, this is to certify that [name and complete address of Bidder] has the following on-going government and private contracts:

Tab No.	Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Nature of Work	Contractor's Role (whether sole contractor, subcontractor, of partner in a JV)	Total Contract Value at Award (in PhP)	Date of Completion	Total Contract Value at Completion, if applicable (in PhP)	Percentages of Planned and Actual Accomplishments, if applicable	Value of Outstanding Works, if applicable (in PhP)

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Firm]

NOTE: This statement shall be supported by contracts or notices of award or notices to proceed issued by the owners. These supporting documents shall be numbered and tabbed in the same sequence as the list of contracts appears in this statement

**Construction of Special and Technical
Staff Building for SSC and DACC at
Fort Bonifacio, Taguig City**

**SECTION IX
BIDDING FORMS**

3. OMNIBUS SWORN STATEMENT

Omnibus Sworn Statement

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] [insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative];

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], accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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;
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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

**Construction of Special and Technical Staff
Building for SSC and DACC at Fort
Bonifacio, Taguig City**

**SECTION IX
BIDDING FORMS**

4. BID FORM

Bid Form

[Insert date]

To: [name PROCURING ENTITY]

[insert address]

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract [insert name of contract];
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: [insert information];

The discounts offered and the methodology for their application are: [insert information];

- (c) Our Bid shall be valid for a period of [insert number] days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) 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;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: [insert information];
- (f) 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;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) 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
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) 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].
- (k) 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: _____

In the capacity of: _____

Signed: _____

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

Date: _____

**Construction of Special and Technical Staff
Building for SSC and DACC at Fort
Bonifacio, Taguig City**

**SECTION IX
BIDDING FORMS**

5. BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.1:

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 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 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 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;
 - c. I am/we are declared as 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'S AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. ____, [date issued], [place issued]

IBP No. ____, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

**Construction of Special and Technical Staff
Building for SSC and DACC at Fort
Bonifacio, Taguig City**

**SECTION IX
BIDDING FORMS**

6. FORM OF CONTRACT AGREEMENT

Form of 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 *[insert the amount in specified currency in numbers and words]* 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 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) 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;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Contractor).

Binding Signature of Procuring Entity

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

**Construction of Special and Technical Staff
Building for SSC and DACC at Fort
Bonifacio, Taguig City**

**SECTION IX
BIDDING FORMS**

7. FORM FOR UNIT PRICE ANALYSIS

DETAILED UNIT PRICE ANALYSIS

Item No.	Description of BOQ Item	Unit of Measurement	Quantity

A. DIRECT COST				
A.1 Cost of Materials	UNIT	QUANTITY	UNIT COST	AMOUNT
A.2 Cost of Labor	NO.	NO. OF HOURS	RATE PER HOUR	AMOUNT
A.3 Equipment Expenses	NO.	NO. OF HOURS	RATE PER HOUR	AMOUNT
Estimated Direct Cost (EDC) [A1 + A2 + A3]				

B. INDIRECT COST		% of EDC	AMOUNT
B.1 Overhead Expense			
B.2 Contingencies			
B.3 Miscellaneous Expense			
B.4 Contractor's Profit			
TOTAL MARK-UP			

EDC + TOTAL MARK-UP		
VALUE-ADDED TAX [12% (EDC + TOTAL MARK-UP)]		
TOTAL INDIRECT COST [TOTAL MARK-UP + VAT]		
TOTAL COST [EDC + TOTAL INDIRECT COST]		

UNIT COST [TOTAL COST/ QUANTITY]	
---	--

**Construction of Special and Technical Staff
Building for SSC and DACC at Fort
Bonifacio, Taguig City**

**SECTION IX
BIDDING FORMS**

8. FORM FOR DAYWORK RATES

DAYWORKS SCHEDULE

LABOR

Construction of Special and Technical Staff Building for SSC and DACC at Fort
Bonifacio, Taguig City

NO.	TYPE OF LABOR	UNIT	RATE
1	Foreman	Hour	
2	Skilled Laborer	Hour	
3	Unskilled Laborer	Hour	
4	Driver	Hour	

DAYWORKS SCHEDULE

MATERIALS

Construction of Special and Technical Staff Building for SSC and DACC at Fort
Bonifacio, Taguig City

NO.	TYPE OF MATERIALS	UNIT	RATE
1	Cement	Bag	
2	Fine Aggregate	Cu.m.	
3	Coarse Aggregate	Cu.m.	
4	Reinforcing Steel Bars	Kg	
5	Coco Lumber	Bd.ft.	
6	Plywood	piece	

DAYWORKS SCHEDULE

EQUIPMENT

Construction of Special and Technical Staff Building for SSC and DACC at Fort
Bonifacio, Taguig City

NO.	TYPE OF EQUIPMENT	UNIT	RATE
1	Hauling Equipment	Hour	
2	Road Grader	Hour	
3	Skid Loader	Hour	
4	Fork Lift	Hour	
5	Water Truck	Hour	
6	Walk Behind Compactor	Hour	
7	Plate Compactor	Hour	
8	Tamping Rammer	Hour	
9	Electric Bar Cutter	Hour	
10	Electric Bar Bender	Hour	
11	One Bagger Mixer	Hour	
12	Vibratory Truss Screed	Hour	
13	Concrete Vibrator	Hour	

**Construction of Special and Technical Staff
Building for SSC and DACC at Fort
Bonifacio, Taguig City**

**SECTION IX
BIDDING FORMS**

9. FORMAT OF CURRICULUM VITAE FOR KEY PERSONNEL

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Registered Profession: _____

Date of Birth: _____ Nationality: _____

Years with Firm: _____ Position in the Firm: _____

Education

[Summarize college/university and other specialized education, giving names of schools, dates attended, and degrees obtained using the matrix below]

College/University	Degree/Title Obtained	Inclusive Dates

Trainings/Seminars

[Summarize the trainings, seminars and workshops undertaken, including those conducted by the nominated key staff, using the matrix below]

Title/Description	Conducted by	Inclusive Dates	Venue	Involvement*

*Such as participant, speaker or trainer

Projects Undertaken Related Building Construction and other related structures

[Provide outline of projects undertaken using the matrix below]

Title/Description	Client	Position	Completion Date

Projects Presently Being Undertaken

[Provide outline of on-going projects using the matrix below]

Title/Description	Client	Position	Start Date	End Date

Memberships in Professional Societies

[Give an outline of memberships in professional societies using the matrix below]

Name of Society/Commission	Date of Conferment/ Registration	License/Professional Number	Validity Date

Languages

[Using the format below, indicate proficiency of languages familiar with proficiency whether excellent, good, fair, or poor in speaking, reading, and writing]

Language	Proficiency		
	Speaking	Reading	Writing

Employment Record:

[Starting with present position, list in reverse order every employment held by nominated staff. List all positions since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. Indicate relevant work experience of staff in his/her nominated position. For experience in last ten years, also give types of activities performed and client references, where appropriate]

Certification:

I, *[full name of proposed professional staff]*, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I further commit that I shall work for the Construction of Special and Technical Staff Building as *[nominated position]* of *[name of bidding firm]* once awarded the contract..

[Signature over printed name of nominated key staff] Date: _____

[Signature over printed name of authorized representative of the firm] Date: _____

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. __

Page No. __

Book No. __

Series of ____.

Important Note: Provide copy of valid professional registration/accreditation.

Bases Conversion and Development Authority

Construction of Special and Technical Staff Building for SSC and DACC at Fort Bonifacio, Taguig City

CHECKLIST AND TABBING REQUIREMENTS OF BIDDING DOCUMENTS

First Envelope (Technical Proposal)

Tab #	Description
1	<p>PhilGEPS Certificate of Registration under Platinum Membership</p> <p>Per GPPB Resolution No. 26-2017, during bid submission, prospective bidders may still submit their Class "A" Eligibility Documents pursuant to Section 8.5.2 of the 2016 revised AIRR (i.e. Registration Certificate from SEC, DTI, CDA; Mayor's Permit; Tax Clearance; Philippine Contractors Accreditation Board (PCAB) license and registration; and Audited Financial Statements), or if already registered in the PhilGEPS under Platinum category, their Certificate of Registration and Membership in lieu of their uploaded files of Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 revised IRR of RA 9184.</p>
2	<p>Statement of all on-going 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, supported by:</p> <p>a. Contracts or Notices of Award or Notices to Proceed.</p>
3	<p>Statement of Single Largest Completed Contract similar to the contract to be bid, equivalent to at least 50% of the ABC, supported by and Owner's Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least satisfactory in the Contractors Performance Evaluation System (CPES). In case of contracts with the private sector, an equivalent document shall be submitted. Also, copy of as-built quantities as certified by the project owner.</p>
4	<p>In case of Joint Venture:</p> <p>a. Valid Joint Venture Agreement</p> <p>b. Valid special PCAB License, for at least category "A" and classification "Medium B" contractors</p> <p>Each partner of the joint venture shall submit their PhilGEPS Certificate of Registration under Platinum Membership of their Class "A" Eligibility Documents pursuant to Section 8.5.2 of the 2017 revised IRR while any of the joint venture shall submit the Technical and Financial Documents</p>
5	<p>Net Financial Contracting Capacity (NFCC) computations at least equal to the Approved Budget for the Contract (ABC) based on the latest audited Financial Statements submitted to</p>

5	Net Financial Contracting Capacity (NFCC) computations at least equal to the Approved Budget for the Contract (ABC) based on the latest audited Financial Statements submitted to BIR.
6	Valid bid security (Use the form prescribed in Section IX. Bidding Forms in case Bid Securing Declaration which should be notarized)
7	Organizational Chart for the contract to be bid
8	List of contractor's personnel nominated/to be assigned to the project with their complete qualification and experience data. Personnel must meet the required minimum qualifications and years of experience set in the BDS.
9	List of contractor's equipment 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.
10	Notarized Omnibus Sworn Statement using the form prescribed in Section IX. Bidding Forms

Second Envelope (Financial Proposal)

EACH AND EVERY PAGE OF THE BID FORM, INCLUDING THE BILL OF QUANTITIES, UNDER SECTION IX HEREOF, SHALL BE SIGNED BY THE DULY AUTHORIZED REPRESENTATIVE/S OF THE BIDDER. FAILURE TO DO SO SHALL BE A GROUND FOR THE REJECTION OF THE BID.

11	Financial Bid using the form prescribed in Section IX. Bidding Forms
12	Bid Prices in the Bill of Quantities
13	Daywork Rates for materials, labor and equipment
14	Detailed Unit Price Analyses in the form prescribed in Section IX. Bidding Forms
15	Cash Flow and Payment Schedule

Note: BCDA shall not assume any responsibility regarding erroneous interpretation or conclusions by the Bidder out of the data furnished by BCDA in relation to this bidding. The Bidder shall be responsible to ensure the completeness of its submission after taking the steps to carefully examine all of the Bidding Documents and its amendments.

TIMETABLE OF BIDDING ACTIVITIES*

No.	ACTIVITIES	DATE/SCHEDULE
1	Pre-Procurement Conference	October 22, 2019
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper)	October 29, 2019 (Newspaper) October 29 to November 04, 2019 (PhilGEPS and BCDA Websites)
3	Issuance of Bid Documents	October 29 to December 12, 2019 (8:00am to 5:00pm except Saturdays, Sundays & Holidays) and December 13, 2019 (8:00am to 12:00pm)
4	Pre-Bid Conference	November 12, 2019 (1:00 pm)
5	Deadline for Request for Clarification, if any	November 25, 2019 (5:00pm)
6	Last day for the Issuance of Supplemental/Bid Bulletin, if any	December 05, 2019
7	Deadline for Submission of the following: <ul style="list-style-type: none"> • Technical Documents • Financial Proposal 	December 13, 2019 (12:00pm)
8	Opening of Bids	December 13, 2019 (1:00pm)
9	Bid Evaluation (TWG's detailed evaluation of the submitted Technical and Financial Proposal)	December 16, 2019 to January 07, 2020
10	Determination and Declaration of the Bidder with Lowest Calculated Bid (LCB)	Not later than January 22, 2020
14	Issuance of Notice to the Bidder with LCB Advising on the Conduct of Post-Qualification	Not later than January 22, 2020



15	Post Qualification of the Bidder with LCB	January 23 to 31, 2020
16	Deliberation of Results of Post Qualification and Determination of the Bidder with Lowest Calculated and Responsive Bid (LCRB)	Not later than February 03, 2020
17	Issuance of BAC Recommendation to HOPE for approval of the Bidder with LCRB	Not later than February 03, 2020
18	Issuance of Notice to Losing Bidders	Not later than February 03, 2020
19	Approval of BAC Resolution declaring LCRB	February 06, 2020
20	Issuance of Notice of Award	February 07, 2020
21	Contract Preparation and Signing/Approval	February 07 to 13, 2020
22	Issuance of Notice to Proceed	February 14, 2020

****Subject to change***