

Republic of the Philippines  
PROVINCE OF DAVAO DEL SUR  
Office of the Governor

**P  
M  
O**

# PROCUREMENT MANAGEMENT OFFICE BIDS AND AWARDS COMMITTEE

Mobile Nos. 0905-229-0526/0908-332-2024 (Goods), 0948-768-5848 (Infra)  
Telefax: (082) 553-9579  
Website: [www.davaodelsur.gov.ph/pgo-bac](http://www.davaodelsur.gov.ph/pgo-bac)  
Email Add.: [bac.davaodelsur2@gmail.com](mailto:bac.davaodelsur2@gmail.com)/[sbacdavaodelsur@gmail.com](mailto:sbacdavaodelsur@gmail.com)



Maanyag  
nga  
Paraiso

*I Love Davao del Sur*

## BIDDING DOCUMENTS

### One Job Order for the **IMPROVEMENT OF BARANGAY ROAD AT SITIO MAGUISE located at SOONG, DIGOS CITY, DAVAO DEL SUR**

all in accordance to plans, specifications and scope of work and the Green Procurement Policy as adopted by Executive Order No. 30 series of 2019

### **IB No. C-115-23**

**Date of Opening of Bids:** September 5, 2023 at 09:00 A.M.

**Start Date for Issuance of Bidding Documents:** August 17, 2023

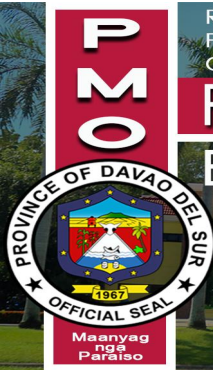
Sixth Edition  
July 2020

# **TABLE OF CONTENTS**

<b>SECTION I.</b>	<b>INVITATION TO BID</b>
<b>SECTION II.</b>	<b>INSTRUCTIONS TO BIDDERS</b>
<b>SECTION III.</b>	<b>BID DATA SHEET</b>
<b>SECTION IV.</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>
<b>SECTION V.</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
<b>SECTION VI.</b>	<b>SPECIFICATIONS</b>
<b>SECTION VII.</b>	<b>DRAWINGS</b>
<b>SECTION VIII.</b>	<b>BILL OF QUANTITIES</b>
<b>SECTION IX.</b>	<b>CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS</b>
<b>SECTION X.</b>	<b>OTHER DOCUMENTS</b>

# **SECTION 1.**

## **INVITATION TO BID**



Republic of the Philippines  
PROVINCE OF DAVAO DEL SUR  
Office of the Governor

# PROCUREMENT MANAGEMENT OFFICE BIDS AND AWARDS COMMITTEE

Mobile Nos. 0905-229-0526/0908-332-2024 (Goods), 0948-768-5848 (Infra)  
Telefax: (082) 553-9579

Website: [www.davaodelsur.gov.ph/pgo-bac](http://www.davaodelsur.gov.ph/pgo-bac)

Email Add.: [bac.davaodelsur2@gmail.com](mailto:bac.davaodelsur2@gmail.com)/[sbacdavaodelsur@gmail.com](mailto:sbacdavaodelsur@gmail.com)

*I Love Davao del Sur*

## Invitation to Bid for C-115-23

### IMPROVEMENT OF BARANGAY ROAD AT SITIO MAGUISE located at SOONG, DIGOS CITY, DAVAO DEL SUR

all in accordance to plans, specifications and scope of work and the Green Procurement Policy as adopted by Executive Order No. 30 series of 2019

1. The Provincial Government of Davao del Sur, through the **CY 2023 – 20% DEV'T FUND** intends to apply the sum of **P5,000,000.00** being the Approved Budget for the Contract (ABC) to payments under the contract for IB No. **C-115-23**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Provincial Government of Davao del Sur now invites bids for the above Procurement Project. Completion of the Works is required **80 Calendar Days Contract Duration**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from Provincial Government of Davao del Sur and inspect the Bidding Documents at the address given below during **8:00 A.M. – 4:00 P.M., Monday to Friday**:

Engr. SHIELA MAE A. ZAPANTA, MPA  
Administrative Officer IV  
Head, BAC Secretariat for Infrastructure Projects

5. A complete set of Bidding Documents may be acquired by interested bidders on **August 17 – September 05, 2023**, at the Office of the BAC Secretariat Room 16, Executive Building, Capitol Compound, Brgy. Matti, Digos City upon accomplishing a bidder’s assessment slip pursuant to the latest Guidelines issued by GPPB, in the amount of **P5,000.00**. The Provincial Government of Davao del Sur shall allow the bidder to present its proof of payment for the fees **upon payment of a non-refundable fee for the Bidding Documents in the amount stated above, to the Provincial Treasurer’s Office. An authorization from the proprietor of the company shall be presented in case the latter opted to send representative/s in his/her behalf. Only bidders who purchased the Bidding Documents with corresponding official receipt of the bidding documents will be allowed to submit bids. Eligibility/Technical and Financial documents must be book bound and properly tabbed at right side. The bidder will prepare (3) sets of book bound bidding documents with corresponding proper markings (Original Copy, Copy 1 and Copy 2), respectively. Any documents submitted,**

**not book bound shall be rejected outright. For the Financial Proposals not exceeding ten (10) pages may be book bound or securely stapled.**

6. The **Provincial Government of Davao del Sur** will hold a Pre-Bid Conference on **August 24, 2023, 9:00 A.M., at Ralota Hall, Gov. Douglas Ra. Cagas Cultural, Sports and Business Complex, Barangay Matti, Digos City, Davao del Sur,** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the following through manual submission. Late bids shall not be accepted.
  - Advance dropping (**before September 05, 2023**) – Room 16, Procurement Management Office (Infrastructure Projects), Capitol Building, Matti, Digos City.
  - Date of opening (**September 05, 2023, before 9:00 A.M.**) – Ralota Hall, Davao del Sur Coliseum, Matti, Digos City.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 16**.
9. Bid opening shall be on **September 05, 2023 at 9:00 A.M., Ralota Hall, Gov. Douglas Ra. Cagas Cultural, Sports and Business Complex, Barangay Matti, Digos City, Davao del Sur.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Provincial Government of Davao del Sur** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**The BAC CHAIRPERSON**

Provincial Government of Davao del Sur

Contact No: 09487685848

**Email Address: [sbacdavaodelsur@gmail.com](mailto:sbacdavaodelsur@gmail.com)**

**Engr. SHIELA MAE A. ZAPANTA, MPA**

Head, BAC Secretariat for Infrastructure Projects

PGO – Procurement Management Office

Office of BAC Secretariat for Infrastructure Projects

Room 16, Provincial Capitol Building, Matti, Digos City, Davao del Sur

Contact No: 09487685848; Email Address: **[sbacdavaodelsur@gmail.com](mailto:sbacdavaodelsur@gmail.com)**

12. You may visit the website, **[www.davaodelsur.gov.ph](http://www.davaodelsur.gov.ph)**, for downloading of Bidding Documents.

***Special Note to Bidders:***

*The Road Right of Way documents of this project are still on process. No award shall be made unless such documents are complied/ resolved by the End-User – Provincial Engineer's Office.*

**DESSAMIE BUAT- SANCHEZ, CPA, JD**

Provincial Budget Officer

BAC Chairperson

August 16, 2023

## **SECTION 11.**

### **INSTRUCTION TO BIDDERS**

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

### **1. Scope of Bid**

The **IMPROVEMENT OF BARANGAY ROAD AT SITIO MAGUISE located at SOONG, DIGOS CITY, DAVAO DEL SUR**, with Project Identification Number **C-115-23**.

The Procurement Project (referred to herein as “**IMPROVEMENT OF BARANGAY ROAD AT SITIO MAGUISE located at SOONG, DIGOS CITY, DAVAO DEL SUR**”) is for the construction of Works, as described in Section VI (Specifications).

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for **CY 2023** in the amount of **P5,000,000.00**.

2.2. The source of funding is **20% DEV'T 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 Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

### **4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.  
  
A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## 6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

## 7. Subcontracts

- 7.1. **Subcontracting is not allowed.**

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the **August 24, 2023, at 9:00 A.M., Ralota Hall, Gov. Douglas Ra. Cagas Cultural Sports and Business Complex, Barangay Matti, Digos City, Davao del Sur** 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.

## **12. Alternative Bids**

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

## **15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid for **120 Calendar Days** upon opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **16. Sealing and Marking of Bids**

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

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

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

## **17. Deadline for Submission of Bids**

17.1 Bids must be delivered to the Ralota Hall, Gov. Douglas Ra. Cagas Cultural Sports and Business Complex, Barangay Matti, Digos City, Davao del Sur **on or before September 05, 2023 at 9:00 A.M.** Late bids shall not be accepted. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

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

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

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

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

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

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

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

## **20. Post Qualification**

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

## **21. Signing of the Contract**

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

# **SECTION III.**

# **BID DATA SHEET**

## ***Bid Data Sheet*** **(IB No.: C-115-23)**

<b>ITB Clause</b>							
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p style="text-align: center;"><b>Roads: Construction or Rehabilitation</b></p> <p style="text-align: center;"><b>(based on DPWH DO 14 Series of 2017)</b></p>						
7.1	<b><i>Subcontracting is not allowed.</i></b>						
10.3	<i>“No further instructions.”</i>						
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Key Personnel</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>General Experience</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td colspan="3"><i>“No further instructions.”</i></td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	<i>“No further instructions.”</i>		
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>					
<i>“No further instructions.”</i>							
10.5	<p>The minimum major equipment requirements are the following:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Equipment</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Capacity</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td colspan="3"><i>“No further instructions.”</i></td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	<i>“No further instructions.”</i>		
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>					
<i>“No further instructions.”</i>							
12	None.						
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of <b>not less than P100,000.00</b> [two percent (2%) of ABC], 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 <b>not less than P250, 000.00</b> [five percent (5%) of ABC], if bid security is in Surety Bond.</li> </ol>						
19.2	<p>Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation must be sufficient for the contract to be awarded to the Bidder.</p>						
20	<p><i>Permits and Clearances as required by the End-User.</i></p> <p style="text-align: center;"><b>Post-Qualification Requirements: Latest Income Tax Returns, Business Tax Returns for the last 6 months.</b></p>						

21	<p>1. Presentation of the Bidding Documents</p> <p><b>a. Envelope 1 (Eligibility/ Technical Documents)</b>  One (1) ORIGINAL COPY, another copy for COPY 1, and another copy for COPY 2.</p> <p><b>b. Envelope 2 (Financial Proposal)</b>  One (1) ORIGINAL COPY, another copy for COPY 1, and another copy for COPY 2.</p> <p>Such documents shall be duly signed by the bidders or its duly authorized representative/s.</p> <p>Eligibility/Technical and Financial Proposal must be book bound and properly tabbed at the right side. Any documents submitted not book bound shall be rejected outright. For the Financial Proposal not exceeding ten (10) pages maybe book bound or securely stapled.</p> <p>All copies must be properly marked (ORIGINAL COPY, COPY 1 AND COPY 2)</p> <p><b>Envelope 1 and Envelope 2 must be properly sealed, and will be placed in one sealed mother envelope.</b></p> <p>2. Other documents/materials to comply with other non-discretionary criteria and requirements as stated in the Instruction to Bidders:</p> <ul style="list-style-type: none"> <li>- <b>Construction Methods</b></li> <li>- <b>Construction schedule and S-Curve</b></li> <li>- <b>Pert-CPM</b></li> <li>- <b>Manpower Utilization Schedule</b></li> <li>- <b>Equipment Utilization Schedule</b></li> <li>- <b>Construction Safety &amp; Health Program</b></li> <li>- <b>Affidavit of Site Inspection</b></li> <li>- <b>Duly Notarized Certification as to compliance to Labor Laws and Standard</b></li> </ul> <p>The DOLE approved Construction Safety and Health Program is required before entering into Contract.</p>
----	---

## SECTION 1v.

### *General conditions of contract*

# ***General Conditions of Contract***

## **1. Scope of Contract**

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

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

## **2. Sectional Completion of Works**

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

## **3. Possession of Site**

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

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

## **4. The Contractor's Obligations**

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

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

## **5. Performance Security**

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful

Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigations**

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

## **7. Warranty**

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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



## **10. Dayworks**

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

## **11. Program of Work**

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all

the activities in the Works. The submissions of the Program of Work are indicated in the SCC.

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

## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

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

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring

Entity's Representative may withhold the amount stated in the SCC from payments due to the Contractor.

## SECTION v.

# *Special conditions of contract*

## Special Conditions of Contract

GCC Clause	
2	The <b>Intended Completion Date is 80 calendar days</b> upon receipt of the Notice to Proceed.
4.1	The Procuring Entity shall give possession in full the parts of the Site to the Contractor upon receipt of the Notice to Proceed.
6	The site investigation reports are: <b>Site Inspection Report</b>
7.2	[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:] Five (5) years.
10	a. Dayworks are applicable at the rate shown in the Contractor’s original Bid.
11.1	“No further instruction.”
11.2	“No further instruction.”
13	The amount of the advance payment shall not exceed <b>Fifteen Percent (15%) of the total contract price to be recouped every progress billing.</b>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	“No further instructions.”  The date by which “as built” drawings are required is <b>15 days prior turn-over and acceptance.</b>
15.2	“No further instructions.”

## **SECTION vi.**

### ***Specifications***

[See attached file.]

## SECTION vii.

## DRAWINGS

[The **Detailed Architectural and Engineering Design** is available at the Provincial Government of Davao del Sur, Procurement Management Office, Office of the BAC Secretariat for Infrastructure Projects, Room 16, Executive Building of Provincial Capitol, Mati, Digos City, upon purchase of the corresponding bidding documents.]

## SECTION vii.

### *Bill of quantities*

[See attached file.]

## SECTION ix.

# *Checklist of technical and financial documents*

## **SECTION X.**

### **OTHER DOCUMENTS**

- 1) Purchase Request
- 2) Statement of all On-going Government & Private Contracts including Contracts awarded but not yet started (Prescribed Form)



- 3) Statement of Single Largest Completed Contract (Prescribed Form)
- 4) Bid Securing Declaration (Prescribed Form)
- 5) Omnibus Sworn Statement (Prescribed Form)
- 6) Bid Form (Prescribed Form)
- 7) Resolution No. 861 Series of 2023 / Three-Strike Policy
- 8) Resolution No. 052 Series of 2022
- 9) Resolution No. 053 Series of 2022
- 10) TWG – Checklist for Bid Evaluation
- 11) TWG – Checklist for Post Qualification