# **Philippine Bidding Documents**

# REPAINTING OF SACOBIA BRIDGE

Government of the Republic of the Philippines

Sixth Edition July 2020

### Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

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

### **Table of Contents**

Glossa	ry of Acronyms, Terms, and Abbreviations	4
Section	1 I. Invitation to Bid	7
Section	1 II. Instructions to Bidders	11
1.	Scope of Bid	12
2.	Funding Information	12
3.	Bidding Requirements	12
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	13
5.	Eligible Bidders	13
6.	Origin of Goods	14
7.	Subcontracts	14
8.	Pre-Bid Conference	15
9.	Clarification and Amendment of Bidding Documents	15
10.	Documents comprising the Bid: Eligibility and Technical Components	15
11.	Documents comprising the Bid: Financial Component	16
12.	Bid Prices	16
13.	Bid and Payment Currencies	17
14.	Bid Security	17
15.	Sealing and Marking of Bids	18
16.	Deadline for Submission of Bids	18
17.	Opening and Preliminary Examination of Bids	18
18.	Domestic Preference	19
19.	Detailed Evaluation and Comparison of Bids	19
20.	Post-Qualification	20
21.	Signing of the Contract	20
Section	n III. Bid Data Sheet	19
Section	1 IV. General Conditions of Contract	21
1.	Scope of Contract	25
2.	Advance Payment and Terms of Payment	25
3.	Performance Security	25
4.	Inspection and Tests	26
5.	Warranty	26
6.	Liability of the Supplier	26
Section	1 V. Special Conditions of Contract	27
Section	1 VI. Schedule of Requirements	32
Section	1 VII. Technical Specifications	34
Section	n VIII. Checklist of Technical and Financial Documents	38
Sectio	n IX. Bidding Forms	40
Sectio	n X. Schedule of Bidding Activities	50

### Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

DDP - Refers to the quoted price of the Goods, which means "delivered duty paid."

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

**EXW** – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

### INVITATION TO BID FOR REPAINTING OF SACOBIA BRIDGE

- 1. The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, through the 2025 Corporate Operating Budget intends to apply the sum of **Ten Million Pesos** (**Php10,000,000.00**), inclusive of VAT and all other applicable government taxes, fees, and charges, being the ABC to payments under the contract for the **Repainting of the Sacobia Bridge**, with Project Identification No.(reference no.) / Invitation to Bid Number BG2025-269. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. BCDA now invites bids for the Repainting of the Sacobia Bridge. Delivery of the Goods and services is required within Sixty (60) calendar days from the receipt of the Notice to Proceed (NTP). Bidders should have completed, within five (5) years prior to the date of submission and receipt of bids, a contract similar to the project equivalent to at least 50% of the ABC to be bid. The description of an eligible bidder is contained in the Instruction to Bidders (ITB) of the Bid Documents.
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4. Prospective Bidders may obtain further information from *BCDA* and inspect the Bidding Documents at the address given below during business hours from 8:00 AM 5:00 PM and/or at the BCDA website (https://bcda.gov.ph/bids).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City starting **18 July 2025** up to **11 August 2025** from 8:00 AM to 5:00 PM except Saturdays, Sundays and Holidays, and until **09:00 AM** on **12 August 2025**, upon payment of an applicable fee for the bidding documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (P10,000.00).

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in cash, manager's check or via online fund transfer to BCDA Account.* 

The Bidding Document may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA (<u>www.bcda.gov.ph</u>). BCDA shall only accept bids from those that have paid the applicable fee for the Bidding Documents.

Ι, An / 10 10

0

- 6. The BCDA will hold a Pre-Bid Conference on **10:00 AM**, **29 July 2025 (Tuesday)** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City, and via video conferencing thru Google Meet/Zoom, which shall be open to prospective bidders. To be able to join the online Pre-bid conference, a written request shall be made/e-mailed to the BAC-G Secretariat by the prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City on or before **09:00 AM**, **12 August 2025 (Tuesday)**.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **12 August 2025 (Tuesday)** at **10:00 AM** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the Bid Opening at the address mentioned in the preceding paragraph, and at the same time, via video conferencing through Google Meet/Zoom. An email invitation will be sent to bidders who purchased the bid documents.
- 10. Prospective bidders are expected to have read the bidding documents including the technical specifications prior to attending the pre-bid conference.
- 11. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted.
- 12. The BCDA 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For more information, please refer to: Ms. Queennie Bautista-Pormento (BAC Secretariat Head) 8575-1700, <u>gpbautista@bcda.gov.ph</u>

Date of Posting: 18 July 2025

### BIDS AND AWARDS COMMITTEE FOR GOODS

By:

ENGR. MARK P. TORRES Chairperson Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, *BCDA* wishes to receive Bids for the Repainting of the Sacobia Bridge with identification number BG2025-269.

The Procurement Project (referred to herein as "Project") is composed of 1 lot, the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for the *Repainting of the Sacobia Bridge* in the amount of *Ten Million Pesos*.
- 2.2. The source of funding is <u>Corporate Operating Budget 2025</u>

### 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

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

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

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

### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. As applicable,
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

### 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

### 7. Subcontracts

7.1. The Procuring Entity has prescribed that:

Subcontracting is not allowed.

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on 29 July 2025 (*Tuesday*) at 10:00 AM and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the IB.

### 9. Clarification and Amendment of Bidding Documents

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

### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within 5 years prior to the deadline for the submission and receipt of bids.
- 10.3. 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. Similar to the required authentication above, 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.

### 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 VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

### **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

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

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and Bid Security shall be valid until one hundred twenty (120) calendar days from its issuance. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

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

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

### 16. Deadline for Submission of Bids

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

### 17. Opening and Preliminary Examination of Bids

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

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

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

### **18.** Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 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 the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are

indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

### 20. Post-Qualification

20.1. 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

21.1. 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**

	Bi	d Data Sł	neet		
ITB Clause					
5.3	Bidders should have completed, within five (5) years prior to the date of submission and receipt of bids, a single contract similar to the project equivalent to at least 50% of the ABC.				
	For this purpose,	contracts similar to	the Project shall be	e:	
	Exterior Paintin	ng for any Structure			
7.1	Subcontracting is not al	lowed.			
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of following forms and amounts:			ration, or any of the	
	<ul> <li>a. The amount of not less than Php 200,000 (2% of the ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than Php 500,000 (5% of the ABC) if bid security is in Surety Bond.</li> </ul>				
19.3	19.3The ABC is Philippine Pesos: Ten Million and 00/100 (PhP 10,000,00 inclusive of all applicable taxes and fees.			0,000,000.00)	
	The ABC shall be the upper limit or ceiling for the bid prices. Bid prices that exceed the ABC shall be disqualified outright.				
20.2	PCAB License : License Particular : At License Classification:			ding	
	For joint venture or consortium bidder, a Joint Special License issued by the PCAB pursuant to Section 38 of RA 4566. Failure of the joint venture or consortium bidder to submit a Joint Special PCAB License shall be a ground for its disqualification.				
	The list of manpower w experience for the Proje		equired years of		
	Key PersonnelPaxMinimum Years of Experience in Similar ProjectsEligibility Requirement				

	Project Engineer or Project Architect (Civil Engineer/ Architect)	1	5 years	RA 1080/PRC License		
	Safety Officer	1	5 years	OSH Certificate or any equivalent document		
l	General Foreman	1	5 years	N/A		
	<ul> <li>(a) Each personnel shall only be for a single position.</li> <li>(b) The winning bidder shall ensure that its personnel shall be working full time on this project.</li> <li>(c) The Bidder must provide proof of employment for the required manpower during the bidding's post-qualification period.</li> <li>The list of major equipment required for the Project is as follows:</li> </ul>					
	EquipmentMinimum CapacityNumber of Units			Number of Units		
	1. Service Truck	4.0 - 6.0 m <sup>3</sup> capaci	tv	1		
	Notes: (a) a submission of pro or any equivalent docu (b) In case of rental, and the equipment lessor/ve	ment) a affidavit or certifica	l be required (S ation of availab	ility of equipment from		

Section IV. General Conditions of Contract

### **1.** Scope of Contract

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

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

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).** 

### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### **3.** Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder 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 of RA No. 9184.

### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

### 5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

### 6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

### Section V. Special Conditions of Contract

GCC				
Clause				
1				
	Delivery and Documents –			
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:			
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."			
	<i>[For Goods supplied from within the Philippines, state:]</i> "The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."			
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).			
	Incidental Services –			
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:			
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;			
	b. furnishing of tools required for assembly and/or maintenance of the			
	<ul><li>supplied Goods;</li><li>c. furnishing of a detailed operations and maintenance manual for</li></ul>			
	each appropriate unit of the supplied Goods;			
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and			
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.			
	f. [Specify additional incidental service requirements, as needed.]			

### **Special Conditions of Contract**

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used, indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

### Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
The outer packaging must be clearly marked on at least four (4) sides as follows:
Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
Transportation –
Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising			
		of the Goods or any nd Recurring Ser		
	[ <i>In case of contracts for regular and recurring services</i> , state:] "The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications."			
2.2		1. The Payment	shall be on a milestone basis.	
	Progress Minimum Accomplishment Payments:			
		1st PaymentThe first progress payment shall be paid to the su completion of 20% of the project scope.		
		2nd Payment The second progress payment shall be paid upon completion of 50% of the project scope.		
	3rd PaymentThe third progress payment shall be paid to the completion of 75% of the project scope.			
			The fourth and final payment shall be paid to after 100% of the work has been accomplished.	
	Note: Actual amount of payment shall be based on Actual billing of the supplier.			
	2. Materials and equipment delivered on the site but not completely installed and accepted by the Procuring Entity's Representative shall not be included for payment.			
	3. An equivalent percentage of the work may be paid to the supplier given that they hit the minimum target accomplishments at any period in the contract and when all documentations are validated by the end user.			

4. All progress payments must be accompanied by relevant documentation and inspection forms duly signed and approved by on-site engineers.
<ol> <li>All payments are subject to accounting regulations and may be deducted of any tax or any liabilities as required by law.</li> </ol>
6. Every progress payment shall be subject to 5% Retention money.

## Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Delivered, Weeks/Month s
1	Repainting of the Sacobia Bridge	1 lot	Within Sixty (60) calendar days from
			receipt of Notice to Proceed (NTP)

### **Bidder/Bidder's Authorized Representative:**

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

## Section VII. Technical Specifications

https://drive.google.com/file/d/1rbYpvU6JteszmLDa8f9iwxPzTpdBWae6/view?usp=drive\_li nk

Item	Specification	Statement of Compliance
		Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject
		to the applicable laws and issuances.

### Procurement of the Repainting of the Sacobia Bridge

### **SCOPE OF WORK**

The repainting of Sacobia Bridge refers to the process of cleaning and recoating its steel components to prevent corrosion and extend the structure's service life. This maintenance activity typically involves several key steps, preparation of surfaces by removing old paint, if necessary, rust, and dirt, and the application of protective coatings. A primer, often zinc-rich or epoxy-based, is first applied to shield the steel from moisture and environmental damage. This is followed by layers of topcoat such as polyurethane or modified epoxy, that provide weather resistance and an improved appearance. Repainting not only helps preserve the bridge's structural integrity but also enhances its aesthetic value and safety for motorists. The procedure is carried out with careful traffic management and safety measures to minimize disruption and ensure worker protection.

The scope of work covers the minimum requirements of surface preparation and painting of the Sacobia Bridge Steel Structures, Sidewalk Railings and zebra marking on islands, detailed below:

### A. MAIN STRUCTURE, STEEL

Refers to the primary steel components of the Sacobia Bridge, specifically the six (6) steel arches that form the core structural elements of the bridge. This includes, but is not limited to, the arch ribs, base plates, and all steel accessories, fittings, and connections that are integrally attached to or form part of the main structural system.

It has a surface area of 10,090.14 square meters.

### **B. ZEBRA MARKINGS**

Refers to the alternating yellow and black painted stripes applied at the base of each arch along the entire length of the Sacobia Bridge. It has a surface area of 650 square meters.

#### C. STEEL RAILINGS

Refers to the tubular steel railings installed along both sides of the bridge sidewalk, designed to provide safety by acting as a protective barrier for pedestrians and to enhance the overall aesthetic appeal of the bridge.

It has a surface area of 50 square meters.

#### GENERAL REQUIREMENTS

The supplier shall mobilize and demobilize all equipment, materials and employees to the site at the time of the project duration. This is in compliance with the contract requirements, and provision for health, safety and environmental protection during the entire project duration.

Construction shanties, sheds, and temporary facilities provided as required for the supplier's convenience shall be maintained in good condition and neat appearance, including finishes as required by the Engineer.

### PAINTING WORKS

Prior to paint application, all metal surfaces must be completely dry and free from condensation, moisture, dust, oil, grease, rust, dirt, and any other contaminants, in accordance with SSPC-SP1 standards. For large damaged areas, dry abrasive blasting shall be performed to meet Sa 2 standards as specified in ISO 8501-1. Minor damaged areas may be prepared by mechanical cleaning through abrasive sanding, achieving at least SSPC-SP11 quality. Care should be taken to prevent burnishing of the steel surface during this process.

In repainting existing structures where partial cleaning is required, the method of cleaning will be in accordance with the topcoat.

Before paint application, environmental conditions must be carefully checked. The relative humidity should not exceed 85%, and the surface temperature must be at least 3°C above the dew point to prevent moisture-related issues. One coat of the specified primer, shall be applied at a dry film thickness of 125 microns. The minimum drying time, as indicated in the product's technical data sheet, must be strictly followed before applying any succeeding coats. The midcoat or topcoat should then be applied according to the recommended paint system, ensuring the appropriate film thickness is achieved for long-term protection.	
Stripe coating must be applied to areas where full coverage by spray application is difficult to achieve. Special attention should be given to edges, corners, crevices, and other complex geometries to ensure adequate protection.	
The application of primer and topcoat shall be carried out in full compliance with the manufacturer's Application Guide. All procedures, including mixing, thinning, method of application, film thickness, drying times, and recoat intervals, must strictly follow the product-specific recommendations to ensure proper adhesion, performance, and durability of the coating system.	
TEMPORARY LIGHT AND POWER	
The supplier shall provide and maintain temporary electrical service, including the installation of temporary power and lighting within the construction site. Likewise, provide lights for night protection as necessary.	
The electrical services shall be adequate in capacity to supply power to construction tools and equipment and shall be made available to supply power, lighting, and construction operations of all trades. All temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of the local governing codes. At the completion of the construction work, all temporary wiring, lighting, equipment, and devices shall be removed.	

BCDA will assist the supplier in securing the necessary power source and permit prior to the temporary location of electric services on Site. However, the cost of installation, permits, and other related works for this purpose shall be borne by the supplier.

### TEMPORARY WATER SERVICE

The supplier shall maintain temporary water supply service, complete with necessarv connections and appurtenances. Installed water supply lines shall be used as a source of water for construction purposes, subject to the approval of the designated BCDA Engineer. The supplier shall pay the cost of operation and maintenance of the water system. All temporary water service, including equipment and piping, shall be removed upon completion of the work, and all worn out and damaged parts of the permanent system shall be replaced and restored to a first class condition equal to new.

### DISPOSAL AREA

Unless otherwise specified, the proposed location of the disposal area shall be at the site designated by BCDA. It is the responsibility of the supplier to dispose off-site all construction debris off-site and be considered in the preparation of his proposal.

### CONSTRUCTION HEALTH AND SAFETY

Within Fifteen (15) days of his arrival on the project site, the supplier shall submit a Health and Safety Plan/ Program with operational details of his proposals to the Engineer for prior approval.

### ACCIDENT PREVENTION OFFICER; ACCIDENTS

Appropriate precautions shall be taken by the supplier at his own cost, to ensure the safety and protection against accidents of all staff and labor engaged on the Works, local residents in the vicinity of the Works, and the public traveling through the Works.

The supplier shall have on his staff on Site a designated Safety Officer qualified to promote and maintain safe working practices. This Safety Officer shall have authority to issue instructions and shall take protective measures to prevent accidents, including but not limited to, the establishment of safe working practices and the training of staff and labor in their implementation.	
SIGNBOARD	
The supplier shall install at the construction site two (2) Project Signboard measuring 2400 mm x 2400 mm (8ft x 8ft) bearing the name of the project, location, project cost, starting date and completion date, name of the implementing agency, the name of the supplier, and other information that shall be required by BCDA.	
The signboard shall be made of tarpaulin and posted on 5mm (3/16 inch) marine plywood framing. It shall be erected with the necessary wooden support and bracing. The signboard shall be erected by the supplier within two (2) weeks after the project commences.	
Project sign boards shall be installed, one at the beginning and one at the end of the project. The name or picture of any person should not appear on the billboard.	
COA SIGNBOARD	
The supplier shall also install one (1) signboard per COA Circular No. 2013- 004. Upon completion of the work, all sign boards shall be removed from the site.	
PERMITS, CERTIFICATION, LAWS AND ORDINANCES	
The supplier shall, at his own expense, procure all permits, certificates, and licenses required by law for the execution of his work. He shall comply with all national or local laws, ordinances, rules, and regulations relating to the performance of the work.	
	<ul> <li>designated Safety Officer qualified to promote and maintain safe working practices. This Safety Officer shall have authority to issue instructions and shall take protective measures to prevent accidents, including but not limited to, the establishment of safe working practices and the training of staff and labor in their implementation.</li> <li>SIGNBOARD</li> <li>The supplier shall install at the construction site two (2) Project Signboard measuring 2400 mm x 2400 mm (8ft x 8ft) bearing the name of the project, location, project cost, starting date and completion date, name of the supplier, and other information that shall be required by BCDA.</li> <li>The signboard shall be made of tarpaulin and posted on 5mm (3/16 inch) marine plywood framing. It shall be erected with the necessary wooden support and bracing. The signboard shall be erected by the supplier within two (2) weeks after the project commences.</li> <li>Project sign boards shall be installed, one at the beginning and one at the end of the project. The name or picture of any person should not appear on the billboard.</li> <li>COA SICNBOARD</li> <li>The supplier shall also install one (1) signboard per COA Circular No. 2013- 004. Upon completion of the work, all sign boards shall be removed from the site.</li> <li><b>FERMITS, CENTIFICATION, LAWS AND CINENTIFICATION, He shall comply with all national or local laws, ordinances, rules, and regulations relating to the performance of the graphered by law for the execution of his work. He shall comply with all national or local laws, ordinances, rules, and regulations relating to the performance of the</b></li> </ul>
<ul> <li>3. The Accruase for the Accruas</li></ul>	
--	--
2. The scriter of RA	R
Exter	e s n y y y s f
1. The havir Comj this p (50% Conti curre Auth under 23.4. 9184 For th	st o tt e o s s ot n o.

rr				-	1			
			Experience in Similar Projects					
	Project Engineer or Project Architect (Civil Engineer/ Architect)	1	5 years	RA 1080/PI License	RC			
	Safety Officer	1	5 years	OSH Certificate any equivale document	ent			
	General Foreman	1	5 years	N/A				
	<ul> <li>shall be working full time on this project.</li> <li>(c) The Bidder must provide proof of employment for the required manpower during the bidding's post-qualification period.</li> <li>5. The supplier shall mobilize full time to the project the following equipment:</li> </ul>							
	Equipment/	Capac		of Unit	1			
	Tools1.ServiceTruck	4.0 - 6.0 capacity	m <sup>3</sup>	1				
	Notes:				1			
	(a) a sub required documen (b) In ca availabil lessor/ve case ma	valent ion of it						
	WORKING H							
	norn caus that prop	during vill not l smell nearby highly earlier						

r		· · · · · · · · · · · · · · · · · · ·
	2. During weekends and holidays, the supplier shall deploy a maximum number of manpower based on the submitted Schedule, to catch-up on the possible delays due to possible work stoppage instructed by the PPMD, if necessary.	
	3. The supplier shall be required to furnish safe, proper, and sufficient lighting arrangements during overnight works.	
RESP	ONSIBILITIES AND CONDITIONS	
1.	Upon awarding of contract, the supplier's representatives shall attend the scheduled Kick Off Meeting set by PPMD. The procuring entity shall turn-over the possession of the site to the supplier for the duration of the contract, in coordination with SPMD as estate manager of the area.	
2.	The supplier shall provide warning signages, project signboard, suppliers project logbook.	
3.	The supplier shall secure Permit to Enter, Permit to Stay-in and other necessary permits with attached profile of all workers such as Biodata for those who will enter within the premises as reference of the security guards.	
4.	The supplier shall provide complete uniform with ID and basic Personal Protective Equipment for all the construction worker and personnel. Uniforms and ID shall be worn at all times during the duration of the works.	
5.	The supplier shall coordinate with BCDA's end-user all the execution works and always secure approval of request for inspection.	
6.	The supplier shall submit Statement of Works Accomplishment (SWA) and other pertinent documents as requirement of the billing request.	
7.	The supplier shall submit weekly progress reports with attached progress photos to BCDA End-User.	
8.	The supplier shall provide delivery receipt or list of all materials brought inside the compound including the list of equipment and tools.	

1	The supplier shall be responsible for the one (1) year Warranty upon acceptance of the project.
OTHE	R GENERAL REQUIREMENTS
1.	All materials must be subjected to approval by the PPMD.
2.	Any discrepancies, either between written or site dimensions, shall be brought to the PPMD before executing the works.
3.	All equipment, tools, scaffolding, and other personnel needed shall be provided by the supplier.
4.	Removal, dismantling and demolition work shall be coordinated and requested from the PPMD.
5.	All works shall comply with the Fire Code of the Philippines, Philippine Electrical Code and Department rules and Regulations and other relevant laws, rules and regulations.
6.	The supplier shall, at its own expense and with the use of its own resources and equipment, undertake the Project in accordance with the approved plans, technical Specifications under these terms and other contract documents as well as relevant government laws, codes and other applicable rules and regulations, as well as ordinances.
7.	The Supplier shall comply with the requirements of the National Building Code of the Philippines, as well as other government agencies and shall hold BCDA free and harmless from any and all fines, penalties or losses incurred by reason of breach of this stipulation or non-compliance with the law or rule and regulations or pertinent issuances.
8.	All existing structures, features, or areas not explicitly included within the defined scope of work shall remain unaffected by repainting activities and shall be left in a clean, undamaged, and residue-free condition upon completion of the project. The Supplier shall take all necessary precautions to protect these excluded areas from dust, debris, material spillage, staining, or any

	other form of contamination or physical impact resulting from the execution of the works. Any damage or residual to such areas caused by the Supplier's work shall be promptly rectified at their own expense, to the satisfaction of the End User.	
	Upon completion of the project, the Supplier shall give a written notice to BCDA that the project has been completed. Once verified, BCDA shall issue a Certificate of Completion and Preliminary Acceptance of the Project, stating the date of actual completion.	
	BCDA's issuance of the Certificate of Completion and Preliminary Acceptance of the Project shall entitle the supplier to the payment of the final billing.	
	BCDA's issuance of the Certificate of Completion and Preliminary Acceptance shall mean the start and effectivity of the One-Year Defects Liability Period.	
	The Certificate of Final Acceptance shall be issued by BCDA upon written request from the Supplier upon the expiration of One (1) Year Defects Liability Period and completion of the defects as concerned by the end user.	
SUBMI	TTALS	
	A. GENERAL	
	Work under this Contract shall be subject to the terms and conditions stipulated in the Conditions of Contract. This Section sets forth general provisions regarding submittals required of the supplier.	
	Until the submittal is reviewed by the Engineer, approved, and released for distribution, work involving the relevant product data shall not proceed.	
	The Engineer's review will be signified by comments as required, identifying items for resubmission, and by the Engineer's stamp when work is released for distribution.	

B. MONTHLY PROGRESS REPORT	
<ol> <li>The supplier shall maintain a daily log describing the important events pertaining to the Works, the working hours, the number of laborers employed effective operation time of equipment overtime hours, delays due to meteorological and maritime conditions lack of labor, materials or equipment progress made including those for dredging and reclamation works, and instructions, notifications and recommendations made by the Engineer.</li> </ol>	
2. The supplier shall furnish the Engineer with two (2) copies of the monthly progress reports within seven (7) calendar days after the end of every month, indicating progress made construction activities, inventories of material used and stored on job site number of laborers, equipment available and hours utilized, number of working days, the summary of the daily log of the month, and all important events in relation to the Works.	
STANDARDS	
<ul> <li>The Winning Bidder/Supplier shall provide construction services that meet the following standards: <ol> <li>Standard Specifications, by DPWH (1995 edition, Volumes I and III) (2012 edition Volume II)</li> <li>Design Guidelines Criteria and Standards Volume II (DPWH)</li> <li>Philippine Institute of Civil Engineers</li> <li>American Association of State Highway and Transportation Officials</li> <li>American Institute of Steel</li> <li>American National Standards Institute</li> </ol> </li> <li>CONTRACT DURATION</li> </ul>	
The contract duration shall be within sixty (60)	
calendar days upon receipt of the Notice to Proceed (NTP).	
The bidder must provide for after sales service for the entire duration of the warranty period.	

•	<b>PAYMENT</b> ment for this project shall be made up on of the following activity/ scope				
Progress Payments:	Minimum Accomplishment				
1st Payment	The first progress payment shall be paid to the supplier upon completion of 20% of the project scope.				
2nd Payment	The second progress payment shall be paid to the supplier upon completion of 50% of the project scope. The third progress payment shall be paid to the supplier upon completion of 75% of the project scope.				
3rd Payment					
4th and Final Payment	Final paid to the supplier after 100% of				
Note: Actual a billing of the s	mount of payment shall be based on Act upplier	ual			
not com Procuring	2. Materials and equipment delivered on the site but not completely installed and accepted by the Procuring Entity's Representative shall not be included for payment.				
to the starget acc	3. An equivalent percentage of the work may be paid to the supplier given that they hit the minimum target accomplishments at any period in the contract and when all documentations are validated by the end user.				
4. All progress payments must be accompanied by relevant documentation and inspection forms duly signed and approved by on-site engineers.					
	nents are subject to accounting regulati be deducted of any tax or any liabilitie by law.				
6. Every pr Retention	rogress payment shall be subject to n money.	5%			

]	LIQUIDATED DAMAGES	
	Should the Supplier fail to complete the Project within the Completion Period, a liquidated damage in the amount of one tenth $(1/10)$ of one percent $(1 \%)$ of the total value of the contract shall be deducted for each day of delay.	
	In case of partial performance of obligations, a liquidated damage in the amount of one tenth $(1/10)$ of one percent $(1 \%)$ of the total value of the undelivered portion of the contract shall be deducted for each day of delay.	
	WARRANTY	
	In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty security shall be required from the contract awardee for a minimum period of one (1) year after acceptance by the BCDA of the executed project in accordance with Section 62.1 of the 2016 revised IRR of RA No. 9184.	
	The obligation for the warranty shall be covered by the retention money in an amount equivalent to 5% of the total contract price. The said amounts shall only be released after the lapse of the warranty period or upon BCDA's issuance of the Certificate of Final Acceptance. Nevertheless, the Supplier may substitute the retention money with a special bank guarantee equivalent to at least one percent (5%) of the total contract price.	

### Bidder's Authorized Representative:

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and on behalf of _	
Date:	

# Section VIII. Checklist of Technical and Financial Documents

# **Checklist of Technical and Financial Documents**

# I. TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents

### Legal Documents

□ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- □ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- □ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- □ (f) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

□ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### Class "B" Documents

□ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

### II. FINANCIAL COMPONENT ENVELOPE

- □ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- $\Box$  (j) Original of duly signed and accomplished Price Schedule(s).

### Other documentary requirements under RA No. 9184 (as applicable)

- (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- □ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

# Section IX. Bidding Forms

# **Bid Form**

Date: \_\_\_\_\_

Invitation to Bid No.(reference no.):

To: BASES CONVERSION AND DEVELOPMENT AUTHORITY 2<sup>nd</sup> Floor Bonifacio Technology Center 31<sup>st</sup> St., Cor. 2<sup>nd</sup> Ave., Bonifacio Global City Taguig City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of

of agentCurrencyCommission or gratuity

(if none, state "None") ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority].* 

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

### Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Nan	Name of <u>Bidder</u>					Project ID No			Pageof	
1	2	3	4	5	6	7	8	9	10	
ltem	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+8+7+ 8)	Total Price delivered Final Destination (col 9) x (col 4)	

### For Goods Offered from Within the Philippines

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

# **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

# AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government

Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - *b.* Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - *c.* Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

*IN WITNESS WHEREOF*, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, *Philippines.* 

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

# [Jurat]

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

# **Bid Securing Declaration Form**

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

**REPUBLIC OF THE PHILIPPINES)** 

CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION**

## Project Identification No.(reference no.): [Insert number]

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity]

Affiant

# [Jurat]

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

#### Statement of All Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started

Business Name ŝ **Business Address** 2

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<u>Government</u> Contracts:							
1.							
2.							
Private Contracts:							
1.							
2.							
Total Amount:							
*Continue in a separate sheet if necessary							

Submitted by

Signature over Printed Name of Authorized Representative

Date

Note:

- If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.
   The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

#### SF-G&S-19A

### SF-G&S-19B

#### Statement of Single Largest Completed Contract (SLCC) Similar in Nature to the Contract to be Bid

Business Name	:
Business Address	:

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Date of Delivery

#### Submitted by

Signature over Printed Name of Authorized Representative

Date

#### Note:

### This statement shall be supported by ANY of the following:

- End User's Acceptance; or
- Official Receipt of the last payment received; or
- Sales Invoice

Standard Form Number: SF-GOOD-14 Revised on: May 24, 2004

#### FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P \_\_\_\_\_

K = 15

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative Date : \_\_\_\_\_

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

# Section X. PROCUREMENT OF THE REPAINTING OF SACOBIA BRIDGE

### SCHEDULE OF BIDDING ACTIVITIES\*

No.	ACTIVITIES	DATE/SCHEDULE (2025)
1	Pre-Procurement Conference	15 July 2025, Tuesday
2	Posting of Invitation to Bid (Website, PhilGEPS, BCDA Premises)	18 July 2025, Friday
3	Issuance of Bid Documents	18 July 2025 to 12 August 2025
4	Pre-Bid Conference	10:00AM, 29 July 2025, Tuesday
5	Deadline for Request for Clarification, if any	12 August 2025, Tuesday
6	Issuance of Bid Bulletin, if any	12 August 2025, Tuesday
7	Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal	09:00 AM, 12 August 2025, Tuesday
8	Opening of the ff: Eligibility Requirements and the Financial Proposal	10:00AM, 12 August 2025, Tuesday
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	13 August 2025 to 15 August 2025
10	Presentation of detailed bid evaluation	15 August 2025, Friday
11	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	15 August 2025, Friday
12	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	16 August 2025 to 26 August 2025
13	Deliberation by BAC of the Results of Post qualification	26 August 2025, Tuesday
14	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	On or before 26 August 2025, Tuesday
15	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 01 September 2025
16	Contract Signing	On or before 11 September 2025
17	Issuance of Notice to Proceed	On or before 18 September 2025

\*Subject to change

