## **PHILIPPINE BIDDING DOCUMENTS** (As Harmonized with Development Partners)

PRICE, LAGING

# Procurement of INFRASTRUCTURE PROJECTS Rehabilitation of Multi-purposed Building at J.P. Rizal St. Barangay Bagumbayan

Government of the Republic of the Philippines

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### Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the "Works") through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

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

### **TABLE OF CONTENTS**

Glossa	ry of Terms, Abbreviations, and Acronyms	5
Section	I. Invitation to Bid	8
Section	II. Instructions to Bidders	12
1.	Scope of Bid	14
2.	Funding Information	14
3.	Bidding Requirements	14
4.	Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	14
5.	Eligible Bidders	15
6.	Origin of Associated Goods	15
7.	Subcontracts	15
8.	Pre-Bid Conference	16
9.	Clarification and Amendment of Bidding Documents	16
10.	Documents Comprising the Bid: Eligibility and Technical Components	16
11.	Documents Comprising the Bid: Financial Component	17
12.	Alternative Bids	17
13.	Bid Prices	17
14.	Bid and Payment Currencies	17
15.	Bid Security	18
16.	Sealing and Marking of Bids	18
17.	Deadline for Submission of Bids	18
18.	Opening and Preliminary Examination of Bids	18
19.	Detailed Evaluation and Comparison of Bids	18
20.	Post Qualification	19
21.	Signing of the Contract	19
Section	a III. Bid Data Sheet	
Section	IV. General Conditions of Contract	23
1.	Scope of Contract	24
2.	Sectional Completion of Works	24
3.	Possession of Site	24
4.	The Contractor's Obligations	24
5.	Performance Security	25
6.	Site Investigation Reports	25

7.	Warranty	25
8.	Liability of the Contractor	25
9.	Termination for Other Causes	25
10.	Dayworks	26
11.	Program of Work	26
12.	Instructions, Inspections and Audits	26
13.	Advance Payment	26
14.	Progress Payments	26
15.	Operating and Maintenance Manuals	26
Section	V. Special Conditions of Contract	28
Section	VI. Specifications	30
Section	VII. Drawings	38
Section	VIII. Bill of Quantities	42
Section	IX. Checklist of Technical and Financial Documents	50

### Glossary of Terms, Abbreviations, and Acronyms

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

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

- **BIR** Bureau of Internal Revenue.
- **BSP** Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

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

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

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

**GFI** – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

NGA – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

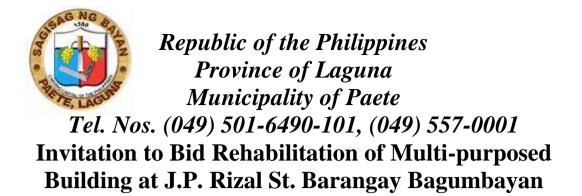
PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

- **SEC** Securities and Exchange Commission.
- **SLCC** Single Largest Completed Contract.
- **UN** United Nations.

Section I. Invitation to Bid



1. The *Municipality of Paete, Laguna*, through the 20% *Development Fund* intends to apply the sum of *two hundred ninety-three thousand nine hundred sixty nine pesos and 81/100 only (Php 293,969.81)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Rehabilitation of Multi-purposed Building at J.P. Rizal St. Barangay Bagumbayan* Bids received in excess of the ABC shall be automatically rejected at bid opening.

Descri	ption of Work					
NAME/LOCATION OF PROJECT				APPF	ROPRIATION	
REHABILITATION OF MULTI-PURPOSED BUILDING			DING	SOU	RCE OF FUND	
	(PNP BLDG.)					/
	ZAL ST. BARANGAY 7, BAGUMBAYAN			RELE	EASED	
J.I . IXI			CALE	NDAR DAYS TO COMPLETE	40 days	
PROJEC	T CATEGORY :			DESI	RABLE STARTING DATE	
PROJEC	T DESCRIPTION					
	REHABILITATION OF M	/ULTI-PUF	RPOSED	BUILDI	NG (PNP BLDG.)	
	MINIMUM EQUIPMENT REQUIREMENT			TEC	CHNICAL PERSONNEL REC	UIRED
	Description	Ν	lo.	D	escription	No.
					Foreman	1
					Mason / Carpenter	2
					Laborer	3
	ESTIMATEI	COST C	F PROP	OSED	WORK	
ltem No.	DESCRIPTION	%OF	UNIT	QTY.	DIRECT C	OST
		TOTAL		<u> </u>	TOTAL	UNIT COST
	DEMOLITION	#DIV/0!	l.s.	1	0.00	
	CARPENTRY WORKS	#DIV/0!	l.s.	1	0.00	0.00
	DOOR'S & WINDOWS	#DIV/0!	l.s.	1	0.00	0.00
IV	FINISHING WORKS	#DIV/0!	l.s.	1	0.00	0.00
V	ELECTRICAL WORKS	#DIV/0!	l.s.	1	0.00	0.00
VI	ROOFINGS / CEILLING WORKS	#DIV/0!	l.s.	1	0.00	0.00
		#DIV/0!			0.00	0.00

2. The *Municipality of Paete, Laguna* now invites bids for the above Procurement Project. Completion of the Works is required 40 calendar days. 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 nondiscretionary "*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 *Municipality of Paete*, *Laguna* and inspect the Bidding Documents at the address given below from 8:00 am to 5:00 pm Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on *February 11-23, 2021* from given address and website/s upon payment of a nonrefundable fee for the Bidding Documents in the amount of **five hundred pesos only (Php 500.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *presented in person through BAC Secretariat*.
- 6. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before *February 23, 2021@ 9:00 am*. Late bids shall not be accepted.
- 7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 8. Bid opening shall be on *February 23, 2021@10:00 am* at the given address below *Municipal Building, Municipal Hall, J.V. Quesada St. Brgy 1, Paete, Laguna* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The schedule of BAC activities is as follows:

BAC Activities	Schedule
1. Advertisement/Issuance of Bidding Documents	February 11-23, 2021
2.Deadline of Submission of Bids	February 23, 2021 @9:00 am
3. Opening of Bids	February 23, 2021 @10:00 am
4. Bid Evaluation	February 24, 2021

5. Post-qualification	February 25-26, 2021
6. Notice of Award	March 2, 2021
7. Contract Agreement	March 12, 2021
8. Notice to Proceed	March 15, 2021

- 9. The *Municipality Of Paete, Laguna* 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.
- 10. For further information, please refer to:

Christine M. Cainto Bac Secretariat J.V. Quesada St. B-1 Paete, Laguna odacrem\_12@yahoo.com 049-501-6490-101 Paete.gov.ph

11. You may visit the following websites:

For	downloading	of	Bidding	Documents:	<u>www.philgeps.gov.ph</u>	and
www	.Paete.gov.ph					

[February 5, 2021]

ANTONIO C. DELA ROSA BAC CHAIRMAN

### Section II. Instructions to Bidders

#### **INSTRUCTIONS TO BIDDERS**

#### 1. Introduction

The Municipality of Paete, Laguna, through the 20% Development Fund. intends to apply the sum of two hundred ninety three thousand nine hundred sixty-nine pesos and 81/100 only (Php 293,969.81) being the Approved Budget for the Contract (ABC) to payments under the contract for Rehabilitation of Multi-purposed Building at J.P. Rizal St. Barangay Bagumbayan Paete, Laguna The bidding process assumes the following timetable:

BAC Activities	Schedule
1. Advertisement/Issuance of Bidding Documents	February 11-23, 2021
2.Deadline of Submission of Bids	February 23, 2021 @9:00 am
3. Opening of Bids	February 23, 2021 @10:00 am
4. Bid Evaluation	February 24, 2021
5. Post-qualification	February 25-26, 2021
6. Notice of Award	March 2, 2021

The eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.

1. Please read Bid Data Sheet for additional requirements.

2. Please read Special Condition of Contract.

Note: deadline of Submission is on February 23, 2021 @9:00 am based on the Municipal Bundy clock, Late bids will not be accepted.

#### ANTONIO C. DELA ROSA

BAC Chairman

#### 1. Scope of Bid

The Procuring Entity, *Municipality of Paete, Laguna* invites Bids for the Rehabilitation of Multi-purposed Building at J.P. Rizal St. Barangay Bagumbayan Paete, Laguna with Project Identification Number *IP-004-21-BLDG*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for year 2020 in the amount of TWO HUNDRED NINETY-THREE THOUSAND NINE HUNDRED SIXTY-NINE PESOS AND 81/100 ONLY (Php 293,969.81).
- 2.2. The source of funding is:
  - a. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

#### **3. Bidding Requirements**

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They

or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Associated Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding*, *state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract

implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. **Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Municipal Building, Municipal Hall J.V. Quesada st. Brgy 1 Paete, Laguna and as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be

bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

#### 11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### **12.** Alternative Bids

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

#### 13. Bid Prices

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

#### 14. Bid and Payment Currencies

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

#### 15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *June 24, 2021*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 16. Sealing and Marking of Bids

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

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

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

#### 17. Deadline for Submission of Bids

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

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

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

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

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

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

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC

shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

#### 20. Post Qualification

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

#### 21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause							
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Building</i>						
7.1	Subcontracting is not a	ıllowed.					
10.3	Valid PCAB License						
10.4	The key personnel mu below:	ist meet the required mir	nimum years of experience set				
	Key Personnel	General Experience	Relevant Experience				
	Project Manager,	3 years	3 years				
	Project Engineers	3 years	3 years				
	Materials Engineers	3 years	3 years				
	Foremen	3 years	3 years				
	Mason/carpenter	3 years	3 years				
	Electrician	3 years	3 years				
	Part Time Practitioner						
	First Aider						
	Laborer						
10.5	The minimum major ed	quipment requirements ar	e the following:				
	EquipmentCapacityNumber of UnitsHands Tools						
12	alternative Bids shall n	not be accepted.					
15.1	<ul> <li>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</li> <li>a. The amount of not less than five thousand eight hundred seventy-nine pesos and 40/100 only (Php5,879.40) [ 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> </ul>						
	b. The amount of not less than <b>forteen thousand six hundred ninety-</b> <b>eight pesos and 50/100 only (Php14,698.50)</b> [five percent (5%) of <i>ABC]</i> if bid security is in Surety Bond.						
19.2	N/A						
20	Bidder of the notice from	om the BAC that it submit	ndar days from receipt by the ted the Lowest Calculated Bid, business tax returns filed and				

## **Bid Data Sheet**

	paid through the BIR Electronic Filing and Payment System (eFPS)				
21	Additional contract documents relevant to the Project that may be required by				
	existing laws and/or the Procuring Entity, such as construction schedule and S-				
	curve, manpower schedule, construction methods, equipment utilization				
	schedule, construction safety and health program approved by the DOLE,				
	PERT/CPM and other acceptable tools of project scheduling.				

Section IV. General Conditions of Contract

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

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

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

#### 2. Sectional Completion of Works

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

#### **3. Possession of Site**

- 4.1. 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.
- 4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

#### 4. The Contractor's Obligations

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

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

#### 5. **Performance Security**

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

#### 6. Site Investigation Reports

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

#### 7. Warranty

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

#### 8. Liability of the Contractor

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

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

#### 9. Termination for Other Causes

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

#### 10. Dayworks

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

#### 11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

#### 12. Instructions, Inspections and Audits

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

#### **13.** Advance Payment

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

#### 14. **Progress Payments**

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

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

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

# **Special Conditions of Contract**

GCC Clause	
2	The Intended Completion Date is forty (40) calendar days which will
	commence within three calendar days from receipt of the Notice to
	Proceed.
4.1	three days from the receipt of the Notice to proceed
6	The site investigation reports are: Affidavit of Site Inspection
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,
10	and other similar semi-permanent structures:] Five (5) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative for any set within $t = (10)$ down of delivery of
	Entity's Representative for approval within <i>ten</i> (10) days of delivery of the Notice of award.
11.2	The Contractor shall submit to the Procuring Entity's Representative for
11.2	approval an updated Program of Work every week, the Procuring Entity
	may withhold the amount of Five thousand pesos only if the contractor
	failed to Submit the updated program.
13	The amount of the advance payment is 15% of the total contract price.
14	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.
15.1	The date by which operating and maintenance manuals are required is
	NOT LATER THAN 2 WEEKS AFTER THE COMPLETION OF THE
	PROJECT
	The date by which "as built" drawings are required is <i>NOT LATER</i>
15.0	THAN 2 WEEKS AFTER THE COMPLETION OF THE PROJECT
15.2	The Procuring Entity may withhold the payment of the remaining
	balance of the Contractor failed to submit or produce "as built"
	drawings.

## Section VI. Specifications

NAME/L	OCATION OF PROJECT			APPF	OPRIATION	
REHABILITATION OF MULTI-PURPOSED BUILDING			SOU	RCE OF FUND		
(PNP BLDG.)				ISSU	ED OBLIGATED AUTHORITY	
				RELE	ASED	
J.P. RI	ZAL ST. BARANGAY 7, BAGUMBAYAN	, PAETE, L	AGUNA.	CALE	NDAR DAYS TO COMPLETE	40 days
PROJEC	CT CATEGORY :			DESI	RABLE STARTING DATE	
PROJEC	CT DESCRIPTION					-
	REHABILITATION OF N	ULTI-PUR	POSED	BUILDI	NG (PNP BLDG.)	
	MINIMUM EQUIPMENT REQUIREMENT			TEC	CHNICAL PERSONNEL REQU	IRED
	Description	N	lo.	D	escription	No.
					Foreman	1
					Mason / Carpenter	2
					Laborer	3
	ESTIMATE	D COST O	F PROP	OSED	WORK	-
terne Nie	DECODIDITION	%OF	UNIT	OTV	DIRECT CO	ST
ltem No.	DESCRIPTION	TOTAL	UNIT	QTY.	TOTAL	UNIT COST
<u> </u>	DEMOLITION	#DIV/0!	l.s.	1	0.00	
<u> </u>	CARPENTRY WORKS	#DIV/0!	l.s.	1	0.00	0.00
	DOOR'S & WINDOWS	#DIV/0!	l.s.	1	0.00	0.00
IV V		#DIV/0!	l.s.	1	0.00	0.00
V	ELECTRICAL WORKS ROOFINGS / CEILLING WORKS	#DIV/0! #DIV/0!	l.s.	1	0.00	0.00
VI	ROOFINGS / CEILLING WORKS	#010/0!	1.5.		0.00	0.00
		#DIV/0!			0.00	0.00

DEMOLITION/REMOVAL OF OLI	D STRUCTURE			
Designation	No. of Person	No. of Day's	Daily Rate	Amount
Labor				
Construction Foreman	1	3		
Mason-Carpenter-Steelman	2	3		
Laborer	3	3		
Sub-Total for A				-
Name and Capacity	No. of Units	No. of Days	Daily Rate	Amount
Equipment				
Sub - Total for B Total (A+B)				
Name and Specification	Unit	Quantity	Unit Cost	Amount
Materials		Quantity	Oniceose	Amount
Sub-Total for D				-
Direct Unit Cost (C+D)				-
Overhead, Contingencies & Misce	llaneous (OCM)	% c	of E	-
Contractor's Profit (CP)		8%	-	
Value Added Tax (VAT)		% of (E	-	
Total Unit Cost		(E + F +		-

or Construction Fo Carpenter Laborer -Total for A Nat	Designation reman reman	No. of Person	No. of Day's	Daily Rate	Amount
or Construction Fo Carpenter Laborer -Total for A Nat	reman	1	2 2 2		
Construction Fo Carpenter Laborer -Total for A Nan		1	2		
Carpenter Laborer -Total for A Nai		1	2		
Carpenter Laborer -Total for A Nai		1	2		
Laborer -Total for A Nai	ne and Capacity				
-Total for A Nai	ne and Capacity				
Nai	ne and Capacity				
Nai	ne and Capacity				
	ne and Capacity			's Daily Rate	- Amount
ipment		No. of Units	No. of Day's		
	Equipment				
					-
					-
- Total for B					
					-
al (A+B)					-
Name	and Specification	Unit	Quantity	Unit Cost	Amount
erials					
1/4"X 4'X 8' MA	RINE PLYWOOD	pcs.	15		
Common Nail # 1		Kg.	5		
Common Nail #	2	Kg.	5		
Common Nail #	3	Kg.	5		
Common Nail #	4	Kg.	5		
		1			-
-Total for D					-
-Total for D :ct Unit Cost (C+	))				-
ect Unit Cost (C+	D) Pncies & Miscellaneous (OCN		5%	of E	- - -
ect Unit Cost (C+	ncies & Miscellaneous (OCM	v)		of E of E	
ect Unit Cost (C+ erhead, Continge	ncies & Miscellaneous (OCM CP)	VI)	8%		-

III.	DOOR'S & WINDOWS					
	Designation		No. of Person	No. of Days	Daily Rate	Amount
Α.	Labor			-		
	Construction Foreman		1	4		
	Welder / Installer		2	4		
	Laborer		3	4		
	Sub-Total for A					-
	Name and Capacit	y	No. of Units	No. of Days	Daily Rate	Amount
В.	Equipment					
	Sub - Total for B					
C.	Total (A+B)					-
ι.						-
	Name and Specificat	ion	Unit	Quantity	Unit Cost	Amount
D.	Materials					
	D1 : Flush Type Door (0.7 x 2.	10) in	set	3		
	yakal wooden frame door jumb w/					
	accessories					
	W1 : Glass jalousie complete with lock	set	2			
	and accessories with dimension of (1.20L x 1.20 W)					
						-
						-
						-
						-
						-
						-
	Sub Tatal far D					
_	Sub-Total for D					-
E. r	Direct Unit Cost (C+D)			<b>50</b> ( - 5 <b>5</b>		-
F.	Overhead, Contingencies &	viiscellaneo	ous (UCIVI)	5% of E		-
G.	Contractor's Profit (CP)			8% of E 5% of (E + F + G)		-
Н.	Value Added Tax (VAT)					-
_	Total Unit Cost			(E+F+	G+H)	-

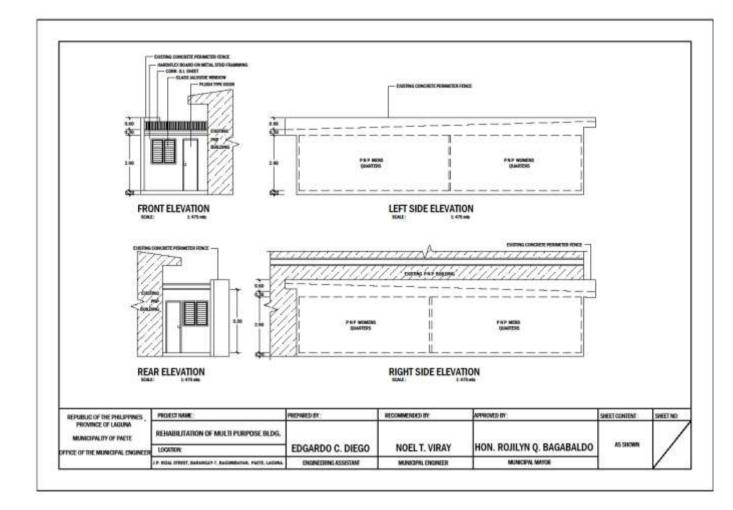
IV.	FINISHING WORK					
	Designatio	n	No. of Person	No. of Days	Daily Rate	Amount
Α.	Labor					
	A. Painting Works					
	Construction Forema	n	1	4.00		
	Painter		3	4.00		
-						
	Sub-Total for A					
	Name and Cap	acity	No. of Units	No. of Days	Daily Rate	Amount
Β.	Equipment					
	Sub - Total for B					-
C.	Total (A+B)					-
	Name and Specif	ication	Unit	Quantity	Unit Cost	Amount
D.	Materials					
	A. PAINTING WORKS					
	Flat Wall Enamel		gal.	5		
	Concrete Primer Late	x paint	gal.	7		
	Semi Gloss Latex Top Co		gal.	8		
	Paint Thinner		BOT.	6		
	Carborundum Paper		doz.	10		
	Paint Roller (Textured Finish)		pcs.	3		
						-
						-
	Sub Total for D					
<b>_</b>	Sub-Total for D					-
E.	Direct Unit Cost (C+D)	9 Mins-II		F0/	оf Г	-
F.	Overhead, Contingencies	& Wiscellaned	ous (OCIVI)	5% of E		-
G.	Contractor's Profit (CP)			8% of E		-
Н.	Value Added Tax (VAT)				E + F + G)	-
	Total Unit Cost			(E + F +	G + H )	-

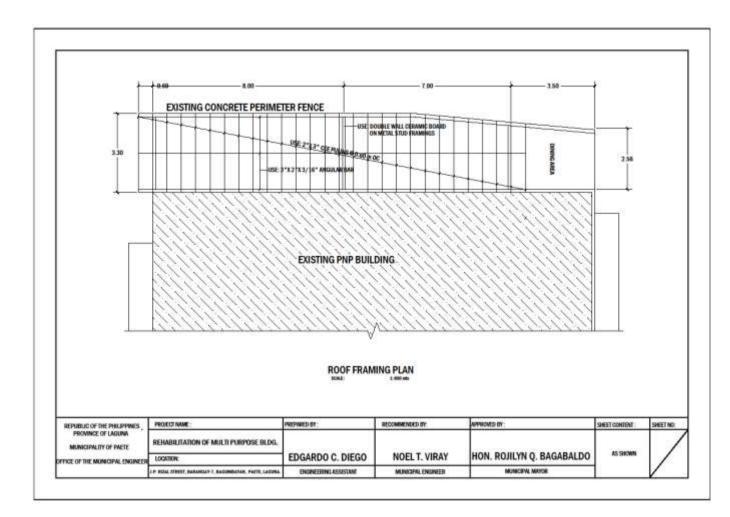
v.	ELECTRICAL WORK					
	Designat	tion	No. of Person	No. of Daily	Daily Rate	Amount
Α.	Labor					
	Construction Foren	man	1	4		
	Electrician		2	4		
	Laborer		3	4		
	Sub-Total for A					-
	Name and Ca	apacity	No. of Units	No. of Hours	Hourly Rate	Amount
В.	Equipment					
	Sub - Total for B					
C.	Total (A+B)					-
	Name and Specification		Unit	Quantity	Unit Cost	Amount
D.	Materials		Unit	Quantity		, anount
	A. LIGHT FIXTURE					
	1-40W Flourescent	Lamp in Box Type	set	4		
	3"Ø Porcelain Rece		set	4		
	B. ELECTRICAL DEVICES (Recess Type,			•		
	Wide Series )					
	Two Gang Switch		set	2		
	Duplex Type Conve	enience Outlet	set	4		
	C. WIRES & CABLE					
	3.5mm2 THHN		box	2		
	5.5mm2 THHN		mts.	50		
	8.0mm2 THHN		box	0.5		
	D. BOXES / CONDUIT (uPVC Neltex) 1/2" dia. X 3.0m Pipe					
			pc.	8		
	2"x 4" Utility Box		pc.	6		
	4"x 4" Junction Box w/ Cover E. PANEL BOARD / ENCLOSURE		pc.	6		
	(Bolt on, Breaker)					
	1 Branche 2 pole Panel Board w/		set	1		
	60 Amp. 1-15 Amp. 2-20 Amp. And					
	2-30 Amp.					
	Solvent Cement		can	1		
	Electrical Tape		roll	3		
	Ga. 16 G.I. Tie Wire		kg.	2		
	Sub-Total for D					-
E.	Direct Unit Cost (C+D)					-
F.	Overhead, Contingenci	ies & Miscellaneo	us (OCM)	5% of E		-
G.	Contractor's Profit (CP)			8% of E		-
Н.	Value Added Tax (VAT)	)		5% of (E + F + G)		-
	Total Unit Cost			(E + F +	G+H)	-

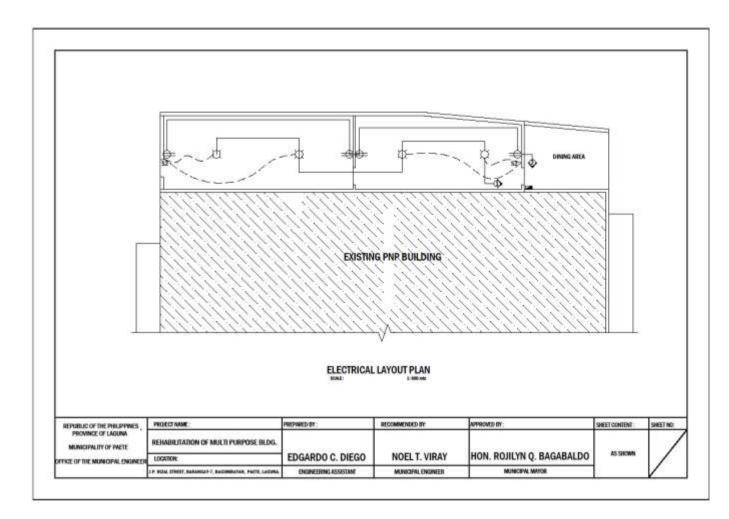
VI.	ROOFINGS/ CEILLING				
	Designation	No. of Person	No. of Days	Daily Rate	Amount
Α.	Labor				
	Construction Foreman	1	21		
	Carpenter	2	21		
	Laborer	3	21		
	Sub-Total for A				-
	Name and Capacity	No. of Units	No. of Hours	Hourly Rate	Amount
В.	Equipment				
	Sub - Total for B				-
C.	Total (A+B)				-
	Name and Specification	Unit	Quantity	Unit Cost	Amount
D.	Materials				
	14 "CORR. G.I. SHEET # 26	pcs.	25		
	G.I.PLAIN SHEET # 26'	pcs.	8		
	2"x 2" x 1/4" Angle Bar	pcs.	24		
	2"x 4" G.A. 16 Cee Purlins	pcs.	30		
	6mm thk. Fiber Cement Board	pc.	30		
	Double Furring	pc	140		
	Wall Angle	pc.	45		
	C-Channel	pc.	32		
	W-Clip	pc.	85		
	5/32"Ø (3.9mm) x1/2" Blind Rivet	box	3		
	#7 x 3/4" (20mm) Silver Hardi. Scre		600		
	5/32"Ø Drill Bit	pc.	15		
			10		
	D. DOWNSPOUT				
	4" dia. X 3.0m PVC Pipe	pc.	8		
	4" dia. PVC Coupling	pc.	8		
	4" dia PVC Elbow	pc.	16		
	4" dia PVC 1/8 Bend	pc.	8		
	Sub-Total for D				
E.	Direct Unit Cost (C+D)				
с. F.	Overhead, Contingencies & Miscellar	eous (OCM)	5%	of E	-
G.	Contractor's Profit (CP)			of E	-
о. н.	Value Added Tax (VAT)			+ F + G)	
	Total Unit Cost				
		(E + F + G + H )			-

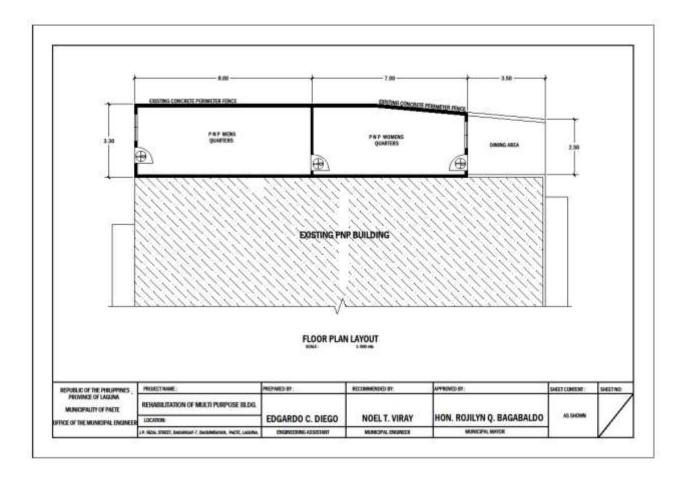
## Section VII. Drawings

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









# Section VIII. Bill of Quantities

#### **Signature Box**

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

NAME/L	OCATION OF PROJECT			APPR	OPRIATION	
REH	ABILITATION OF MULTI-PURPO	SED BUILDING		SOUF	RCE OF FUND	
	(PNP BLDG.)			ISSU	ED OBLIGATED AUTHORITY	
	ZAL ST. BARANGAY 7, BAGUMBAYAN	I, PAETE, LAGUNA		RELE	ASED	
J.F. NI	ZAL ST. BARANGAT 7, BAGOMBATAN			CALE	NDAR DAYS TO COMPLETE	40 days
PROJEC	CT CATEGORY :			DESI	RABLE STARTING DATE	
PROJEC	T DESCRIPTION					
	REHABILITATION OF I	MULTI-PUR	POSED	BUILDI	NG (PNP BLDG.)	
	MINIMUM EQUIPMENT REQUIREMENT			TEC	HNICAL PERSONNEL REQU	JIRED
	Description	No.		De	escription	No.
					Foreman	1
					Mason / Carpenter	2
					Laborer	3
	ESTIMATE	D COST O	F PROP	OSED	WORK	
ltem No.	DESCRIPTION	%OF	UNIT	QTY.	DIRECT CO	ST
		TOTAL	UNIT	<b>Q</b> 11.	TOTAL	UNIT COST
	DEMOLITION	#DIV/0!	l.s.	1	0.00	
	CARPENTRY WORKS	#DIV/0!	l.s.	1	0.00	0.00
	DOOR'S & WINDOWS	#DIV/0!	l.s.	1	0.00	0.00
IV	FINISHING WORKS	#DIV/0!	l.s.	1	0.00	0.00
V	ELECTRICAL WORKS	#DIV/0!	l.s.	1	0.00	0.00
VI	ROOFINGS / CEILLING WORKS	#DIV/0!	l.s.	1	0.00	0.00
		#DIV/0!			0.00	0.00

DEMOLITION/REMOVAL OF	OLD STRUCTURE			
Designation		No. of Doulo	Deile Dete	A
Labor	No. of Person	No. of Day's	Daily Rate	Amount
Laboi				
Construction Foreman	1	3		
Mason-Carpenter-Steelma		3		
Laborer	3	3		
Sub-Total for A				-
Name and Capacity	No. of Units	No. of Days	Daily Rate	Amount
Equipment				
Sub - Total for B				-
Total (A+B)				-
Name and Specification	n Unit	Quantity	Unit Cost	Amount
Materials				
Sub-Total for D				-
Direct Unit Cost (C+D)				-
Overhead, Contingencies & M	iscellaneous (OCM)	% of E		-
Contractor's Profit (CP)			of E	-
Value Added Tax (VAT)		% of (E		-
Total Unit Cost		(E + F +	·G+H)	-

II.	CARPENTRY					
	Designat	ion	No. of Person	No. of Day's	Daily Rate	Amount
١.	Labor					
	Construction Foreman		1	2		
	Carpenter		1	2		
	Laborer		3	2		
	Sub-Total for A					-
	Name and C	apacity	No. of Units	No. of Day's	Daily Rate	Amount
3.	Equipment					-
2.	Sub - Total for B Total (A+B)					-
	Name and Spe	cification	Unit	Quantity	Unit Cost	Amount
).	Materials			Quantity	Oniceose	Anount
	1/4"X 4'X 8' MARINE PLY	WOOD	pcs.	15		
	Common Nail #1		Kg.	5		
	Common Nail # 2		Kg.	5		
	Common Nail # 3		Kg.	5		
	Common Nail #4		Kg.	5		
						-
	Cub Tatal fax D					
	Sub-Total for D					-
	Direct Unit Cost (C+D)	Aiscollanges (OCM)		F0/	of E	-
: <u>.</u> 5.	Overhead, Contingencies & I Contractor's Profit (CP)	vilscellaneous (UCIVI)		5% of E		-
). 1.	Value Added Tax (VAT)			8% of E 5% of (E + F + G)		-
	Total Unit Cost					
				(E+F+	·G+H)	-

III.	DOOR'S & WINDO	NS				
	Design	ation	No. of Person	No. of Days	Daily Rate	Amount
Α.	Labor					
	Construction Foreman		1	4		
	Welder / Installe	r	2	4		
	Laborer		3	4		
-	Sub-Total for A	Canacity		No. of Deve	Della Dete	
-	Name and	Capacity	No. of Units	No. of Days	Daily Rate	Amount
В.	Equipment					
	Sub - Total for B					
C.	Total (A+B)					-
с.						
	Name and Specification		Unit	Quantity	Unit Cost	Amount
D.	Materials					
	D1 : Flush Type Door	(0.7 x 2.10) in	set	3		
	yakal wooden frame door jumb w/					
	accessories					
	W1 : Glass jalousie co	omplete with lock	set	2		
	and accessories with dimension of					
	(1.20L x 1.20 W)					
						-
						-
						-
						-
						-
						-
	Cult Tatal C D					-
	Sub-Total for D					
E.	Direct Unit Cost (C+D			Eo/	-f <b>r</b>	-
F.	Direct Unit Cost (C+D Overhead, Continger	ncies & Miscellaneo	us (OCM)		of E	-
F. G.	Direct Unit Cost (C+D Overhead, Continger Contractor's Profit (C	ncies & Miscellaneo CP)	us (OCM)	8%	of E	-
F.	Direct Unit Cost (C+D Overhead, Continger	ncies & Miscellaneo CP)	us (OCM)	8% 5% of (E		-

IV.	FINISHING WORK				
	Designation	No. of Person	No. of Days	Daily Rate	Amount
Α.	Labor				
	A. Painting Works				
	Construction Foreman	1	4.00		
	Painter	3	4.00		
	Sub-Total for A				-
	Name and Capacity	No. of Units	No. of Days	Daily Rate	Amount
В.	Equipment				
	Sub - Total for B				
C.	Total (A+B)				-
ι.					-
	Name and Specification	Unit	Quantity	Unit Cost	Amount
D.	Materials				
	A. PAINTING WORKS				
	Flat Wall Enamel	gal.	5		
	Concrete Primer Latex paint	gal.	7		
	Semi Gloss Latex Top Coat (Spl. Co	olor) gal.	8		
	Paint Thinner	BOT.	6		
	Carborundum Paper	doz.	10		
	Paint Roller (Textured Finish)	pcs.	3		
					-
					-
					-
_	Sub-Total for D				-
Ε.	Direct Unit Cost (C+D)				-
F.	Overhead, Contingencies & Misce	llaneous (OCM)		of E	-
G.	Contractor's Profit (CP)			of E	-
Н.	Value Added Tax (VAT)			+ F + G)	-
	Total Unit Cost		(E + F +	G + H )	-

۷.	ELECTRICAL WORK					
	Designation		No. of Person	No. of Daily	Daily Rate	Amount
Α.	Labor			•		
	Construction Foreman		1	4		
	Electrician		2	4		
	Laborer		3	4		
	Sub-Total for A					-
	Name and Capa	city	No. of Units	No. of Hours	Hourly Rate	Amount
В.	Equipment					
	Sub - Total for B					-
C.	Total (A+B)					-
	Name and Specifi	ation	Unit	Quantity	Unit Cost	Amount
D.	Materials					
	A. LIGHT FIXTURE					
	1-40W Flourescent Lar	np in Box Type	set	4		
	3"Ø Porcelain Recepta			4		
	B. ELECTRICAL DEVICES					
	Wide Series )					
	Two Gang Switch		set	2		
	Duplex Type Convenie	nce Outlet	set	4		
	C. WIRES & CABLE					
	3.5mm2 THHN		box	2		
	5.5mm2 THHN		mts.	50		
	8.0mm2 THHN		box	0.5		
	D. BOXES / CONDUIT (	PVC Neltex)				
	1/2" dia. X 3.0m Pipe		pc.	8		
	2"x 4" Utility Box		pc.	6		
	4"x 4" Junction Box w/	Cover	pc.	6		
	E. PANEL BOARD / ENCLOSURE					
	(Bolt on, Breaker)					
	1 Branche 2 pole Pane	Board w/	set	1		
	60 Amp. 1-15 Amp. 2-20 Amp. And					
	2-30 Amp.					
	Solvent Cement		can	1		
	Electrical Tape		roll	3		
	Ga. 16 G.I. Tie Wire		kg.	2		
	Sub-Total for D					-
E.	Direct Unit Cost (C+D)					-
F.	Overhead, Contingencies	& Miscellaneo	us (OCM)	5%	of E	-
G.	Contractor's Profit (CP)			8%	of E	-
Н.	Value Added Tax (VAT)			5% of (E	+ F + G)	-
	Total Unit Cost			(E + F +	G+H)	-

ROOFINGS/ CEILLING				
Designation	No. of Person	No. of Days	Daily Rate	Amount
Labor		_		
Construction Foreman	1	21		
Carpenter	2	21		
Laborer	3	21		
Sub-Total for A				-
	No. of Units	No. of Hours	Hourly Rate	Amount
-4				
Sub - Total for B				-
				_
Name and Specification	Unit	Quantity	Unit Cost	Amount
•		Quantity	Office Cost	Amount
	ncs	25		
	•			
	•			
	•			
	•			
	•			
	•			
· · · · · · · · · · · · · · · · · · ·				
5/32"Ø Drill Bit	pc.	15		
D. DOWNSPOUT				
	pc.	8		
	pc.	8		
4" dia PVC Elbow	pc.	16		
4" dia PVC 1/8 Bend	pc.	8		
Sub-Total for D				-
Direct Unit Cost (C+D)				-
	ous (OCM)	5% of E		-
				-
				-
Total Unit Cost				-
	LaborImage: construction Foreman Carpenter LaborerImage: construction Foreman Carpenter LaborerSub-Total for AImage: construction Foreman Sub-Total for AImage: construction Foreman Sub-Total for BSub - Total for BImage: constructionTotal (A+B)Image: constructionMaterialsImage: construction14 "CORR. G.I. SHEET # 26Image: constructionMaterialsImage: construction14 "CORR. G.I. SHEET # 26Image: construction2 "x 2" x 1/4" Angle BarImage: construction2 "x 4" G.A. 16 Cee Purlins 6 mm thk. Fiber Cement BoardImage: constructionDouble FurringImage: constructionWall AngleImage: constructionC-ChannelImage: constructionW/-ClipImage: construction5/32"Ø (3.9mm) x1/2" Blind Rivet#7 x 3/4" (20mm) Silver Hardi. Screw5/32"Ø Drill BitImage: constructionD. DOWNSPOUT4" dia. X 3.0m PVC Pipe4" dia. PVC Coupling4" dia PVC 1/8 BendImage: construction for DDirect Unit Cost (C+D)Overhead, Contingencies & MiscellanecContractor's Profit (CP)Value Added Tax (VAT)	Image: I	Image: book book book book book book book boo	DesignationNo. of PersonNo. of DaysDesily RateLaborIIIILaborIIIIConstruction ForemanI221ICargenterII21ILaborerII21ISub-Total for AIIIISub-Total for BIIIISub-Total for DIIII<

## Section IX. Checklist of Technical and Financial Documents

### Notes on the Checklist of Technical and Financial Documents

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

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

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

### **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

#### Legal Documents

- □ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <u>or</u>
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;

#### and

- □ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
   and
- □ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### **Technical Documents**

- □ (f) 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
- □ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
- □ (h) Philippine Contractors Accreditation Board (PCAB) License;

#### <u>or</u>

Special PCAB License in case of Joint Ventures;

and registration for the type and cost of the contract to be bid; and

☐ (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

#### or

(j)

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Original copy of Notarized Bid Securing Declaration; and

- Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
- □ c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
- $\Box$  (k) 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

- □ (1) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- □ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

#### Class "B" Documents

□ (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;
 or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

#### **II. FINANCIAL COMPONENT ENVELOPE**

 $\Box$  (o) Original of duly signed and accomplished Financial Bid Form; <u>and</u>

#### Other documentary requirements under RA No. 9184

- $\Box$  (p) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
- □ (q) Duly accomplished Detailed Estimates Form, including a summary sheel indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and
- $\Box$  (r) Cash Flow by Quarter.

