

### **Republic of the Philippines Department of Social Welfare and Development**

DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando Pampanga, Philippines 2000 Tel: (045) 861 – 2413; Telefax: (045) 961 – 2413 Email: fo3@dswd.gov.ph Website: http://www.dswd.gov.ph

# BIDDING DOCUMENTS

# DSWD RO III PROPOSED INFRA PROJECTS FOR THE VARIOUS RM-BUILDINGS REPAIR/IMPROVEMENT AND REHABILITATION OF BUILDINGS AND FACILITIES

ITB No. GOP/DSWD3-2021-11-007 (PR Nos. 2021-11-720-725) **PHILIPPINE BIDDING DOCUMENTS** (As Harmonized with Development Partners)

# Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

Sixth Edition July 2020

## **TABLE OF CONTENTS**

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

7.	Warranty	21	
8.	Liability of the Contractor	21	
9.	Termination for Other Causes	21	
10.	Dayworks	22	
11.	Program of Work	22	
12.	Instructions, Inspections and Audits	22	
13.	Advance Payment	22	
14.	Progress Payments	22	
15.	Operating and Maintenance Manuals	22	
Section	V. Special Conditions of Contract	24	
Section	VI. Schedule of Requirements	27	
Section	VII. Specifications	30	
Section	VIII. Bill of Quantities	38	
Section	IX. Checklist of Technical and Financial Documents	47	
Section	Section X. Bidding Forms50		

Section I. Invitation to Bid



#### Republic of the Philippines Department of Social Welfare and Development DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando Pampanga, Philippines 2000

Tel: (045) 861 – 2413; Telefax: (045) 961 – 2413 Email: fo3@dswd.gov.ph Website: http://www.dswd.gov.ph

### **INVITATION TO BID FOR**

### DSWD RO III Proposed Infra Projects for the Various RM- Buildings Repair/Improvement and Rehabilitation of Buildings and Facilities

ITB NO. GOP/DSWD3-2021-11-007 (PR Nos. 2021-11-720-725)

- The Department of Social Welfare and Development (DSWD) Field Office III, through the SLP and TARA/DR/Current intends to apply the sum of Three Million Five Hundred Ninety Nine Thousand Pesos and 23/100 (3,599,999.23), being the Approved Budget for the Contract (ABC) to payments under the contract for the DSWD RO III Proposed Infra Projects for the Various RM- Buildings Repair/Improvement and Rehabilitation of Buildings and Facilities. Bid prices in excessof the ABC shall be automatically rejected at bid opening.
- 2. The DSWD Field Office III now invites bids for the above Procurement Project. DSWD RO III Proposed Infra Projects for the Various RM- Buildings Repair/Improvement and Rehabilitation of Buildings and Facilities. Completion of the Works is required. 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 DSWD Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday at 8:00 a.m. to 5:00 p.m.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on 7 December 2021 to 20 December 2021 from given address and website/s below in the amount of Five Thousand Pesos (PhP 5,000.00).

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.

- 6. The DSWD Field Office III will hold a Pre-Bid Conference on **07 December 2021** (**Tuesday**), **3:30 p.m.**, through videoconferencing/webcasting *via google meet*, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **20 December 2021 (Monday), 12:00 noon**. Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 9. Bid opening shall be on **20 December 2021** (Monday), **3:30 p.m**., at the DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines, and/or through video conferencing or webcasting via Google Meet. Bids will be opened in the presence of the bidders' representatives remotely. For those who choose to attend the activity in person, there must be shown a health clearance by the relevant government agency or local government unit concerned duly issued in favor of its Solo Authorized Representative.
- 10. The schedule of site inspection for those who will purchase the Bidding Documents shall be from 7 December 2021 to 20 December 2021. Bidders must coordinate via email with the BAC Secretariat Office in order properly facilitate the schedule of the conductof site inspection with the end-user office.
- 11. The DSWD Field Office III 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.
- 12. For further information, please refer to:

### THE CHAIRPERSON

Bids and Awards Committee c/o BAC Secretariat DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines Tel: (045) 861 – 2413 Telefax: (045) 961 – 2413 13. You may visit the following websites:

For downloading of Bidding Documents: **ps-philgeps.gov.ph** - Website of the Philippine Government Electronic Procurement System (PhilGEPS) **www.fo3.dswd.gov.ph** – Website of the DSWD

VENUS F, REBULDELA Bids and Awards Committee Chairperson

# Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development (DSWD)** – **FIELD OFFICE III** invites Bids for the **DSWD RO III Proposed Infra Projects for the Various RM- Buildings Repair/Improvement and Rehabilitation of Buildings and Facilities** with Project Identification Number **ITB NO. GOP/DSWD3-2021-11-007** 

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 SLP and TARA/DR/Current, in the total amount of Three Million Five Hundred Ninety Nine Thousand Pesos and 23/100 (3,599,999.23),
- 2.2. The source of funding is:
  - a. NGA, the General Appropriations Act or Special Appropriations.

### **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.
  - a. The Procuring Entity has prescribed that subcontracting is **not** allowed.
- 7.2 The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause5 in accordance with Section 23.4 of the 2016 Revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3 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.

7.4 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 through videoconferencing/webcasting *via google meet*, 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 *120 calendar days from the date of Opening of Bids*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 16. Sealing and Marking of Bids

- 16.1 Each Bidder shall submit the following in one (1) "mother/main" envelope duly sealed and labeled, containing two (2) sets of envelopes:
  - 1. First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as Copy One and Copy Two.
  - 2. Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as Copy One and Copy Two.

Copy 1 and Copy 2 of both Eligibility and Technical Documents, and FinancialBid documents shall be marked certified true copies.

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

- 16.2 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 shallnot be a ground for disqualification.
- 16.3 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:			
				••••
		vement/rehabilitation/		ilding
	interior/exterior works a deadline of bid submissio			
	least fifty percent (50%)			
	Performance Evaluation			
	satisfactory rating or a ce			
	issued by the owner of the	e previous completed p	project	
7.1	Subcontracting is not allo	wed.		
10.3	Size Range	License Category	Classification	
			<b>GB -</b> 1/	
	Small B	C & D	General	
	<b>T</b> T1 ' 1 ' 1'		Building	
	The required minimum license		Ç.	
10.4	The key personnel must m below:	neet the required minim	num years of experience	ce set
	<ul> <li>One (1) Licensed Civil Engineer with minimum experience of five (5) years or One (1) Licensed Architect with minimum experience of five (5) years ;</li> <li>One (1) Licensed Electrical Engineer with minimum experience of five (5) years;</li> <li>One (1) General Foreman with a minimum experience of Five (5) years of finishing works in construction industry.</li> </ul>			
	Notes:			
	<ol> <li>The list of key personnel declared in this particular project can be included in another DSWD FO3 infrastructure bidding project except for the General Foreman who should only assigned exclusively to one (1) specific project. Any interest whatsoever to participate in another DSWD FO3 infrastructure project regardless of the stage of the bidding process shall warrant a different General Foreman.</li> <li>Personnel shall submit their respective resumes and photocopy of valid Professional Regulations Commission (PRC_ license for professionals and Certificate/s of Training issued by DOLE – accredited training centers and the like for safety officers to support educational attainment, work experience and professional certifications.</li> <li>See sample forms under Section X - Bidding Forms</li> </ol>			

# **Bid Data Sheet**

10.5	The minimum major equipment requirements are the following:		
	Equipment	Capacity	Number of Units
	Grinder Portable/Machine	0.6 Mpa Minimum OAP	2 units
	Bagger concrete mixe	er	1 unit
	Service Truck	At least ELF with 4.0 cu.m. Loading Capacity	1 unit
	Note:		
	The list of equipment included in the bid submitted shall be used exclusively for this project alone except for service truck which may be used in other projects provided that priority to this project must be highly regarded ensuring no delay whatsoever in construction activity.		
	Any similar interest to participate in another DSWD FO3 infrastructure project regardless of the stage of the bidding process shall warrant presentment of different set of equipment ownership/lease or such applicable proof of valid possession.		
	-	der Section X - Bidding Forms	
12	No further instruction		
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:		
	a. The amount of not less than <b>2%</b> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;		
	b. The amount of	not less than <b>5%</b> if bid security is	in Surety Bond.
19.2		d. The infrastructure project is pad divided into sub-lots for the purpo t award.	

20	1. Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.
	NOTE: The latest income tax returns (ITR) are those covering the immediately preceding year, while the latest business tax returns (BTR) are those filed within the last six (6) months preceding the date of bid submission.
	<ol> <li>Certificate of Site Inspection by the Building and Grounds Management Division;</li> </ol>
	3. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages), if not submitted during the opening and preliminary examination of bids.
21	The following documents shall be submitted by the winning bidder within <b>five</b> (5) calendar days from receipt of the Notice of Award:
	<ol> <li>Construction schedule/GANTT Chart; 2.) S-Curve;</li> <li>List of Manpower and Organizational Structure; 4.) Manpower Deployment Schedule;</li> </ol>
	5.) Construction methods;
	<ul><li>6.) Equipment utilization schedule;</li><li>7.) Construction safety and health program approved by the Department of Labor and Employment;</li></ul>
	<ul> <li>8.) Program Evaluation and Review Technique/Critical Path Method (PERT/CPM); and</li> <li>9.) Technical Specification Sheet (input brand of items to offer).</li> </ul>
	Note:
	The foregoing documents are subject to approval of the Procuring Entity or his duly authorized representative and may thus be changed.

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.

# Section V. Special Conditions of Contract

# **Special Conditions of Contract**

GCC Clause				
2	The Intended Completion Date is within such number of days as appearing in the VI. Schedule of Requirements . Note: The contract duration shall be reckoned from the start date and not from the contract effectivity.			
4.1	The <b>Start Date</b> is <b>the date of receipt</b> of the notice from the Head of the Procuring Entity to commence the construction of the isolation facility after successful release of pertinent building permit and related documents.			
6		gation reports are: te of Site Inspection	on by the DSWD FO III Inspectorat	te
7.2	One (1) year.			
10	Bid in accordan	applicable at the rance with the approve Payment is as follo		al
15	Tranches of Payment	Percentage of Contract Price	ws. Deliverables	
	1 <sup>st</sup> Tranche	15% of the total contract cost less 10% of 15% as retention fee	Must be Fifteen Percent (15 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.	
	2 <sup>nd</sup> Tranche	35 % of the total contract cost less 10% of 35% as retention fee	Must be Fifty Percent (50 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.	
	3 <sup>rd</sup> Tranche	50 % of the total contract cost less 10% of 50% as retention fee	Must be Hundred Percent (100%) physical completed Upon with submission of Billing Statement, Contractors accomplishment reports, Statement of Work Accomplished, Progress Photos, Narrative report, Contractors certificate of completion, contractors warranty security, contractors request for acceptance and turn-over certificate; and Notarized certificate of warranty.	
	4th Tranche	10 % payment of the total contract price	Must be one (1) month and without damage/defect of installed items and	

	(10% retention fee) Upon Submission of Contractors warranty security issued by the private insurance company, Notarized Certificate of Warranty.	
14	Materials and equipment agreed to be delivered on the site although not completely put in place shall be included for payment.	
15.1	The date by which "as built" drawings are required shall be within fifteen (15) working days upon acceptance and turn-over to the DSWD Enduser.	
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required authorizes the DSWD to deduct the contractor/service provider amount of 10% of 1/10 on the percentage quoted at the item IV (Indirect Cost)	

# Section VI. Schedule of Requirements

Item No.	Unit	Quantity	Particulars	Date of Effectivity
				Such number of days after the Pre- Construction:
			• Repair and Installation of Tiles of Second and Third Floor	30 Calendar days
			• Improvement of CIU Client Waiting Area at Building 2	60 Calendar days
1	LOT	As specified and described in Section VII.Technical	• Repair and Rehabilitation of Building II Perimeter Fence	60 Calendar days
		Specifications	• Installation of Storage with Mezzanine and Built-in Metal Shelves	90 Calendar days
			<ul> <li>Repair/Replacement of Defective Roofing of DSWD FO III Buildings, Repainting of Roofings (Main and AOSHI Bldg.)</li> </ul>	90 Calendar days
			<ul> <li>Restoration of Roofing of the Terrace, Front Façade and Repair of Storm Drainage at Canteen of Main Building</li> </ul>	30 Calendar days

## Section VI. Schedule of Requirements

**Conforme:** 

Name of Company

Signature of Bidder or Authorized Representative

Name and

DesignationDate

\*\*\* This document must be attached to the Technical Component Envelope \*\*\*

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

### **Section VII. Specifications**

### ITEM NO. 1 - IMPROVEMENT OF CIU CLIENT WAITING AREA AT BUILDING 2

### I. OTHER GENERAL REQUIREMENTS

A. Mobilization / Demolition

B. Occupational Safety and Health Program

### II. REINFORCING STEEL BAR WORKS

A. Fabrication/erection and setting-up of Reinforcing bars for Slab on Fill

### III. STRUCTURAL CONCRETE WORKS

A. Concrete pouring for Slab on Fill

### IV. MASONRY WORKS

A. Floor Tiles installation and Waterproofing of Balcony.

### V. CARPENTRY WORKS

A. Ceiling, Metal Frame, Ficemboard

### VI. PAINTING WORKS

A. Masonry/Concrete Painting Ceilings

### VII. STRUCTURAL STEEL WORKS

- A. Fabrication, Welding and Installation of Steel Truss and Purlins
- B. Installation of Pre-painted Rib-Type Roof Sheets and Gutter

### VIII. ELECTRICAL WORKS

- A. Installation of Electrical Wires and Wiring Devices
- **B.** Installation of Electrical LED Lighting Fixtures including complete necessary accessories

# ITEM NO. 2 – INSTALLATION OF STORAGE WITH MEZZANINE AND BUILT-IN METAL SHELVES

### I. STRUCTURAL CONCRETE WORKS

A. Installation of Mezzanine, Star-Built-in Metal Shelves and Grills

### II. CARPENTRY WORKS

A. Installation of Wooden Slab

### **III. PAINTING WORKS**

A. Painting on Concrete and Wood

### ITEM NO. 3 – REPAIR AND REHABILITATION OF BUILDING II PARAMETER FENCE

### I. OTHER GENERAL REQUIREMENTS

- **A.** Mobilization / Demolition
- **B.** Occupational Safety and Health Program

### II. CIVIL AND EARTHWORKS

- A. Structure Excavation, Common Soil
- **B.** Demolition/Removal of Existing Structure

### III. REINFORCING STEEL BAR WORKS

**A.** Fabrication/erection and setting-up of Reinforcing bars for foundation foortings, column footings, columns and Beam

### IV. FORMS AND FALSE WORK

A. Form,False works,braces,ribs and setting-up for foundation footings, column footings, columns and Beam

### V. STRUCTURAL CONCRETE WORKS

A. Concrete pouring for foundation footings, column footings, columns and Beam

### VI. MASONRY WORKS

A. Chb laying and Wall Plastering

### VII. PAINTING WORKS

A. Masonry/Concrete Painting Ceilings

### VIII. STRUCTURAL STEEL WORKS

A. Fabrication, Welding and Installation of Steel Panel with 2"x4"x1.5mm Gl Tubular Steel

### ITEM NO. 4 – RESTORATION OF ROOFING OF THE TERRACE, FRONT FAÇADE AND REPAIR OF STORM

### I. CIVIL AND EARTHWORKS

- A. Structure Excavation, Common Soil
- **B.** Demolition/Removal of Existing Structure

### II. FABRICATED MATERIALS AND HARDWARES

**A.** Installation of fabricated steel panel doors, Glass windows, window blinds, Aluminum doors, concrete mouldings Steel Door framed,, prefabricated doors and door jambs, including the neccessary part and accessories

### III. PAINTING WORKS

A. Masonry and Wood Painting Works

### IV. SANITARY AND PLUMBING WORKS

A. Fabrication/erection and setting-up of Reinforcing bars for foundation footings, column footings, columns and Beam.

### V. STRUCTURAL STEEL WORKS

**A.** Roof Framing Works

### ITEM NO. 5 – REPAIR AND INSTALLATION OF TILES OF SECOND AND THIRD FLOOR

### I. CIVIL AND EARTHWORKS

A. Removal of Structure and Obstruction

### II. MASONRY WORKS

A. Floor Topping and Installation of Floor Tiles

### CONTRACTOR'S TERMS OF REFERENCE

### A. Contractor's Qualification(s)

- 1. Service Provider/ Contractor shall have competence and meaningful experience of minimum of Five (5) years of Construction/repair/renovation/improvement works.
- 2. Service Provider/ Contractor shall have a Single Largest Contract with similar project contract and scope such as construction, improvement/ rehabilitation/ repair of building interior/ exterior works completed within the two(2) years from the deadline of bid submission, whose the value of contract amount must be at least fifty percent (50%) of the ABC with supported by the Contractors Performance Evaluation System rating or a certificate of satisfactory rating or certificate of satisfactory completion of the project issued by the owner of the previous completed project.
- 3. Service Provider/ Contractor required license shall be:

Size Range	License Category	Classification
Small B	C & D	GB - 1/ General Building

### **B.** Contractor's Working Hours

- 1. All normal works for regular days of this contract shall be performed during office hours (8:00am to 5:00Pm) and noisy works shall be performed during after office hours, including Weekends, Holiday and Special Holiday with proper coordination/approval to Admin-GSS/Implementing Team.
- 2. The Contractor/Service Provider shall be required to furnish safe, proper and sufficient lighting arrangement during overnight works.
- 3. Weekends/holidays shall deploy a maximum number of manpower based on the submitted Contractors Schedule, just to catch-up the possible delays due to possible stoppage instructed by Admin-GSS/Implementing Team.

### C. Contractor's Responsibilities and Conditions

- 1. Contractor/Service Provider shall request a Pre-Construction Meeting with Admin-GSS/Implementing Team before the start of work
- 2. Contractor shall control the generation of dust and flying particles from the operation and shall provide a temporary closure to prevent creation of nuisance to the adjacent offices/rooms;
- 3. Contractor/ Service Provider shall submit own construction schedule, manpower deployment schedule, equipment's/ tools schedule, list of manpower to be deployed and Project Site organizational structure within five (5) days upon received of Notice of Award;
- 4. Contractor/Service provider shall assign project engineer/project architect from the start until completion stage;
- 5. Contractor/Service provider shall coordinate to the Admin-GSS/Implementing Team all the execution works;
- 6. Contractor/Service provider shall provide warning signages, project signboard, contractors project log book;
- 7. Contractor/Service provider's workers shall sign on the logbook before entering

the premises as reference of the DSWD-Regional Center security guards.

- 8. Contractor/Service provider shall provide/submit Statement of Works Accomplishment, Progress Photos and Narrative report as requirement of the billing request;
- 9. Contractor/Service provider shall submit weekly progress reports with attached progress photos to Admin-GSS/Implementing team;
- 10. Contractor/Service provider shall provide delivery receipt or list of all materials brought inside the compound including the list of equipment and tools;
- 11. Contractor/Service provider shall provide complete uniform with ID and basic PPE for all the construction worker and personnel; and
- 12. Contractor/ Service Provider shall have at least
  - Project License Engineer with minimum experience of five (5) years,
  - $\circ$  license Civil Engineer with minimum experience of three (3) years,
  - License Architect with minimum experience of three (3) years,
  - o License Electrical Engineer with minimum experience of three (3) years,
  - $\circ\,$  Master Electrician with minimum experience five (5) years for construction industry, and
  - General Foreman with a minimum experience of Eight (5) years of finishing works in construction industry.
- 13. Contractor/Service Provider shall strictly comply/observe the Construction Safety Guidelines for the Implementation of All Infrastructure Projects during the Covid-19 Public Health Crisis as per DPWH Department Order No. 35 Series of 2020. (Please see Annex "A" via this link: https://tinyurl.com/rmc5whrd)
- 14. Contractor/Service Provider shall assist the DSWD in securing Building Permit, Occupancy Permit and other clearances without additional cost.
- 15. Contractor/Sevice Provider shall issue a Certification to the Procuring Entity that the Equipment listed in their Previous Awarded Project/s will no longer be used to the other DSWD Project/s for Bidding except for Service Truck. In case, the Equipment is rented; the Contractor/Service Provider shall submit a copy of Lease of Agreement.

### **D. Recommended Terms of Payment**

Payment Tranches	Outputs/ Deliverables
1 <sup>st</sup> Tranche:	Must be Fifteen Percent (15 %) of project completion/ physical accomplishment with
15% of the total	the submission of Billing Statement,
contract cost less	Progress/Accomplishment Report, Statement
10% of 15% as	of Work Accomplished, Progress Photos, and
retention fee	Narrative Report.
2 <sup>nd</sup> Tranche:	Must be Fifty Percent (50 %) of project completion/ physical accomplishment with
35 % of the total	the submission of Billing Statement,
contract cost less	Progress/Accomplishment Report, Statement
10% of 35% as	of Work Accomplished, Progress Photos, and
retention fee	Narrative Report.

1. The Payment for this project shall be made upon completion of the following activity/scope of works:

3 <sup>rd</sup> Tranche:	Must be Hundred Percent (100%) physical completed Upon with submission of Billing
50 % of the total	Statement, Contractors accomplishment
contract cost less	reports, Statement of Work Accomplished,
10% of 50% as	Progress Photos, Narrative report,
retention fee	Contractors certificate of completion,
	contractors warranty security, contractors
	request for acceptance and turn-over
	certificate; and Notarized certificate of
	warranty.
4 <sup>th</sup> Tranche:	Must be one (1) month and without
	damage/defect of installed items and Upon
50 % of the total	Submission of Contractors warranty security
contract cost less	issued by the private insurance company,
10% of 50% as	Notarized Certificate of Warranty.
retention fee	

## E. Contractor's Minimum Major Equipment and Tools Requirements

1. List of Minimum major equipment/ tools requirements are the following:

i.) 1-unit baggerconcrete mixer	<ul><li>iii.) 1-unit Service Truck (at least ELF,</li><li>4.0 cu.m loadingcapacity)</li></ul>
ii.) 2-units Grinder Portable/Machine (at least 0.6 Mpa Minimum OAP);	

Other General Requirements

- 1. All dimensions/level etc. indicated in the drawing plans are to be verified on the site;
- 2. All materials are subjected for the approval by the End- user/Admin-GSS/Implementing Team;
- 3. Any discrepancies, either between written dimensions and site dimensions shall be brought to the Admin-GSS/Implementing Team office before executing the works;
- 4. All equipment, tools, scaffolding and other personnel needed shall be provided by the service provider/contractor;
- 5. Removal, dismantling and demolition work shall be coordinated and requested to the Admin-GSS/Implementing Team;
- 6. All waste materials shall be turned over to the Admin-GSS/Implementing Team with proper documentation;
- 7. All works shall comply with the National Bulidling Code of the Philippines, Fire Code of the Philippines, Philippine Electrical Code and Department rules and Regulations and othe relevant laws, rules and regulations.
- 8. No additional/extra cost to be claimed/charged by the Contractor for the Construction Works alone other than those expressly approved by the Procuring Entity
- 9. All actual and neccessary expenses incurred during the application of Building Permit,Occupancy Permit and other clearances will be shouldered by DSWD except those incurred by the Contractor/Service Provider in assisting the DSWD and No Construction will commence without Building Permit.

# **Section VIII. Bill of Quantities**

# **Bill of Quantities**

## ITEM NO. 1 - IMPROVEMENT OF CIU CLIENT WAITING AREA AT BUILDING 2

ltem No.		Item Description	Quantity	Unit	Unit Cost	AMOUNT							
I.	OTHER GENERAL REQUIREMENTS												
	A.)	Mobilization / Demobilization	1.00	LS.									
	B.)	Occupational Safety and Health Program	1.00	LS.									
		SUB - TOTAL (LOTHER GENERAL R	EQUIREM	ENTS)									
11.	REI	NFORCING STEEL BAR VORKS											
	A.)	Fabrication/erection and setting-up of Reinforcing bars for Slab on Fill	51.24	KGS.									
		SUB - TOTAL (II.REINFORCING STE	EL BAR V	ORKS)									
<b>III</b> .	STR	UCTURAL CONCRETE VORKS											
	A.)	Concrete pouring for Slab on Fill	5.11	CU.M									
		SUB - TOTAL (III.STRUCTURAL CON		ORKS)									
I¥.	MA	SONRY VORKS											
	A.)	Floor Tiles installation and Vaterproofing of Balcony	122.61	SQ.M									
			VODVEL										
¥.	CAP	RPENTRY VORKS											
	<b>.</b> ,	Ceiling , Metal Frame, Ficemboard	34.05	SQ.M									
		SUB - TOTAL (V.CARPENTR)	Y VORKS)										
YI.	PAI	NTING VORKS											
	A.)	Masonry/Concrete Painting Ceilings	35.97	SQ.M									
	1	SUB - TOTAL (VI.PAINTING	VORKS)										

¥II.	STR	UCTURAL STEEL VORKS				
	A.)	Fabrication, Welding and Installation of Steel Truss and Purlins	1.00	LS.		
	B.)	Installation of Pre-painted Rib-Type Roof Sheets and Gutter	1.00	LS.		
		SUB - TOTAL (VII.STRUCTURAL S	TEEL VO	RKS)		
¥III.	ELE	CTRICAL VORKS				
	A.)	Installation of Electrical Vires and Viring Devices	1.00	LS.		
	B.)	Installation of Electrical LED Lighting Fiztures including complete neccessray accessories	1.00	LS.		
		SUB - TOTAL (VIII.ELECTRICA	L VORKS	5)		
	Α	Total Direct Cost (Material, Labor and Equ	uipment)			
	В	Overhead, Contingencies and Miscellan	eous (OCM	l) (15% of A	4)	
	С	Contractor's Profit (CP) (10% of A)				
	D Value Added Tax (VAT) (5% of A +B+C)					
	Е	Mobilization / Demobilization				
	F	Occupational Safety and Health Program	n			
		TOTAL PROJECT CO	ST			

# ITEM NO. 2 – INSTALLATION OF STORAGE WITH MEZZANINE AND BUILT-IN METAL SHELVES

ltem No.		Item Description	Quantity	Unit	Unit Cost	AMOUNT		
I.	STRU	CTURAL STEEL WORKS	•	•				
	A.)	Installation of Mezzanine,Stair,Built-in Metal Shelves and Grills	1.00	L.S.				
		SUB - TOTAL (I.STRUCTURAL STEE	L WORKS)					
П.	CAR	PENTRY WORKS				•		
	A.)	Installation of Wooden Slab	16.92	SQ.M				
		SUB - TOTAL (II.CARPENTRY W	ORKS)					
Ш.	PAINTING WORKS							
	A.)	Painting on Concrete and Wood	100.00	SQ.M				
		SUB - TOTAL (III.PAINTING WO	ORKS)					
	Α	Total Direct Cost (Material, Labor and Eq	uipmont)					
				4501 54				
	В	Overhead, Contingencies and Miscellane	ous (OCM)	(15% of A	()			
	С	Contractor's Profit (CP) (10% of A)						
	D	Value Added Tax (VAT) (5% of A +B+C)						
		TOTAL PROJECT CC	)ST					

## ITEM NO. 3 – REPAIR AND REHABILITATION OF BUILDING II PARAMETER FENCE

ltem No.		Item Description	Quantity	Unit	Unit Cost	AMOUNT						
I.	отн	OTHER GENERAL REQUIREMENTS										
	A.)	Mobilization / Demobilization	1.00	LS.								
	В.)	Occupational Safety and Health Program	1.00	LS.								
		SUB - TOTAL (I.OTHER GENERAL RE	QUIREMEN	ITS)								
II.	CIVIL AND EARTHWORKS											
	A.) Structure Escavation, Common Soil		39.27	CU.M								
	B.)	Demolition/Removal of Existing Structure	1.00	LS.								
		SUB - TOTAL (II.CIVIL AND EART	HVORKS)									

III.	REI	NFORCING STEEL BAR VORKS			_			
	A.)	Fabrication/erection and setting-up of Reinforcing bars for foundation footings, column footings, columns and Beam	2,764.00	KGS.				
		SUB - TOTAL (III.REINFORCING STEEI	BAR VO	RKS)				
I¥.	FOR	MS AND FALSE VORK						
	A.)	Form,False works,braces,ribs and setting-up for foundation footings, column footings, columns and Beam	85.49	SQ.M				
		SUB - TOTAL (IV.FORMS AND FAL	SE VORK	)				
٧.	STR	UCTURAL CONCRETE VORKS						
	A.)	Concrete pouring for foundation footings, column footings, columns and Beam	14.46	CU.M				
		SUB - TOTAL (V.STRUCTURAL CONC	RETE VOF	KS)				
¥I.	MAS	SONRY VORKS						
	A.)	Chb laging and Vall Plastering	161.00	SQ.M				
		SUB - TOTAL (VI.MASONRY V	ORKS)					
VII.	РАШ	NTING VORKS						
	A.)	Masonry/Concrete Painting walls	92.73	SQ.M				
		SUB - TOTAL (VII.PAINTING V	OBKSI					
			ыкој					
¥III.		UCTURAL STEEL VORKS						
	A.)	Fabrication, Welding and Installation of Steel Panel with 2"z4"z1.5mm GI Tubular Steel	49.70	SQ.M				
		SUB - TOTAL (VIII.STRUCTURAL ST	EEL VORK	s)				
	A	Total Direct Cost (Material, Labor and Equipme	ent)					
	B Overhead, Contingencies and Miscellaneo			(of A)				
	С	Contractor's Profit (CP) (10% of A )						
	D	Value Added Tax (VAT) (5% of A +B+C)						
	E	E Mobilization/Demobilization						
	F	Occupational Safety and Health Program						

## ITEM NO. 4 – RESTORATION OF ROOFING OF THE TERRACE, FRONT FAÇADE AND REPAIR OF STORM

ltem No.		Unit Cost	AMOUNT								
I.	CIV	L AND EARTHVORKS									
	A.)	Structure Excavation, Common Soil	1.20	CU.M							
	B.)	Demolition/Removal of Existing Structure	1.00	LS.							
		SUB - TOTAL (I.CIVIL AND EARTI	HVORKS)								
II.	FABRICATED MATERIALS AND HARDWARES										
	A.)	Installation of fabricated steel panel doors, Glass windows,window blinds, Aluminum doors,concrete mouldings Steel Door framed,, prefabricated doors and door jambs, including the neccessary part and accessories	65.36	KGS.							
		SUB - TOTAL (II.FABRICATED MATERIALS	AND HAR	DVARE	S)						
III.	PAI	NTING VORKS									
	A.)	Masonry and Vood Painting Vorks	120.00	SQ.M							
		SUB - TOTAL (III.PAINTING V	DRKS)								
I¥.	SAI	IITARY AND PLUMBING VORKS									
	A.)	Fabrication/erection and setting-up of Reinforcing bars for foundation footings, column footings, columns and Beam	1.00	KGS.							
	1	SUB - TOTAL (IV.SANITARY AND PLUM	IBING VO	RKS)							
۷.	STF	UCTURAL STEEL VORKS				•					
	A.)	Roof Framing Vorks	1.00	SQ.M							
	1	SUB - TOTAL (V.STRUCTURAL STE	EL VORK	5)							
	-										
	<u>A</u>	Total Direct Cost (Material, Labor and Equipm									
	B	Overhead, Contingencies and Miscellaneous	(UCM)(15%	(Ato)							
	C	Contractor's Profit (CP) (10% of A)									
	D	Value Added Tax (VAT) (5% of A +B+C)	-								
		TOTAL PROJECT COS	l l								

## ITEM NO. 5 – REPAIR AND INSTALLATION OF TILES OF SECOND AND THIRD FLOOR

ltem No		Item Description	Quantity	Unit	Unit Cost	AMOUNT			
I.	CIV	IL AND EARTHVORKS							
	A.)	A.) Removal of Structure and Obstruction 1.00 L.S.							
		SUB - TOTAL (I.CIVIL AND EAR	THYORKS	5)					
¥I.	I. MASONRY VORKS								
	A.)	Floor Topping and Installation of Floor Tiles	190.40	SQ.M					
		SUB - TOTAL (VI.MASONRY	VORKS)						
	A	Total Direct Cost (Material, Labor and Equ	uipment)						
	B Overhead, Contingencies and Miscellaneous (OCM) (15% of A.)								
	C Contractor's Profit (CP) (10% of A )								
	D Value Added Tax (VAT) (5% of A +B+C)								
		TOTAL PROJECT CO	ST						

Name of Bidder:

Name of Authorized Representative:

Signature of Authorized Representative:

Date:

# Price Schedule for Infrastructure Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

			1	roject ID No		Pageo	I	
2	3	4	5	6	7	8	9	10
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+6+7+8 )	Total Price delivered Final Destination (col 9) x (col 4)
		Description Country	Description Country Quantity	Description Country of origin Quantity Unit price EXW per	Description     Country of origin     Quantity     Unit price     Transportation and all other costs incidental to delivery, per	DescriptionCountry of originQuantityUnit priceTransportation and all other costs incidental per itemSales and other taxes payable if Contract is awarded,	DescriptionCountry of originQuantityUnit priceTransportation and all other costs incidental per itemSales and other taxes payable if contract is awarded,Cost of Incidental Services, if applicable, per item	DescriptionCountry of originQuantityUnit price EXWTransportation and all other costs incidental to delivery, per itemSales and other taxes payable if Contract is awarded,Cost of Incidental Services, if applicable, per itemTotal Price, per unit

#### For Goods Offered from Within the Philippines

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

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

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

Duly authorized to sign the Bid for and behalf of:

# Price Schedule for Infrastructure Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

#### For Goods Offered from Abroad

 Name of Bidder
 Project ID No.
 Page\_of\_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

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

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

Signature:

Duly authorized to sign the Bid for and behalf of:

# Section IX. 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); <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;

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 Original copy of Notarized Bid Securing Declaration; and

- (i) 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);

П

Π

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;

<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 instancethat the bid is successful.

#### II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Section X. Bidding Forms

# **TABLE OF CONTENTS**

Bid Form
Contract Agreement Form
Omnibus Sworn Statement
Bid Securing Declaration
Certification from Insurance Commission
Statement of All On-Going Government and Private Contracts, including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid
Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid
List of All Ongoing Government & Private Construction Contracts Including Contracts Awarded But Not Yet Started
Statement of All Completed Government & Private Construction Contracts Which are Similar In Nature
Manpower Utilization Schedule
Qualification of Key Personnel to be Assigned to the Contract
List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract
Equipment Utilization Schedule
Statement of Availability of Key Personnel and Equipment
Key Personnel's Certificate of Employment
Key Personnel (Bio-Data)69
Contractor's Organizational Chart for the Contract
Narrative Description of Construction Methods72

Date: \_\_\_\_\_\_
Project Identification No. : \_\_\_\_\_

To: [name and address of Procuring Entity]

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 agent Currency Commission 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: \_\_\_\_\_

#### CONTRACT AGREEMENT

THIS AGREEMENT, made this [insert date] day of [insert month], [insert year] between [name and address of PROCURING ENTITY] (hereinafter called the "Entity") and [name and address of Contractor] (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called "the Works") and the Entity has accepted the Bid for [contract price in words and figures in specified currency] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz*.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.</u>

- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
- 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

Insert Name and Signature]	Insert Name and Signature]
Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity]
for:	for:

[Insert Procuring Entity]

[Insert Name of Supplier]

#### **Acknowledgment**

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

#### 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 Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [*Name of Bidder*] is aware of and has undertaken the 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]

REPUBLIC OF THE PHILIPPINES) CITY OF \_\_\_\_\_\_) S.S.

#### **BID SECURING DECLARATION Project Identification 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

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

### **Certification from Insurance Commission**

**NOTE:** Use this template for the required "Certification from the Insurance Commission", which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

# [Insurance Commission Letterhead]

#### CERTIFICATION

This is to certify that *[insert Name of Insurance Company]* is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under *[insert Certificate of Authority Number]* effective *[insert date of period of effectivity]*, unless sooner revoked or suspended for cause.

It is certified, moreover, that *[insert Name of Insurance Company]* is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder's Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that *[insert Name of Insurance Company]* issued a surety bond under *[insert Bond No.]* to *[insert Name of Service Provider or Supplier]* in favor of **Department of Social Welfare and Development** in the amount of *[insert amount]* for the *[insert Name of the Project)*.

This certification is issued upon the request of *[insert Name of the Authorized Representative]* of *[insert Name of Insurance Company]*, pursuant to Section 39.2( c ) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the *[insert date]* in *[insert Place]*.

For the Insurance Commissioner

[insert name of Authorized Representative]

[insert Position and Office]

Paid under[insert Official Receipt No.]

## Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

# Business Name:

Business Address:

A. Government

Nature of Contract	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accompli	ishment	Value of Outstanding Works	
(Project Title)	b. Address			-	b. Date Started			(Undelivered Portion)	
	c. Contact Nos.		Description %		c. Target Date of Completion	Planned Actual			
1.	a.				a.				
	b.				b.				
	с.				с.				
2.	a.				a.				
	b.	-			b.				
	с.				с.				

B.	Private
<b>D</b> .	Invato

Nature of Contract	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accompli	shment	Value of Outstanding Works		
(Project Title)	b. Address				b. Date Started			(Undelivered Portion)		
	c. Contact Nos.		Description %		c. Target Date of Completion	Planned	Actual			
1.	a.				a.					
	b.				b.					
	с.				с.					
2.	a.				a.					
	b.				b.					
	с.				с.					

Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) Contract or Purchase Order, (b) Official Receipt(s) or Sales Invoice or (c) User's Certificate of Acceptance/Completion.

Name of Bidder:

Name of Authorized Representative:

Statement of Single Largest Completed Contract of Similar Nature Within the Last Three (3)Years Prior to the Date of Submission and Receipt of Bids, equivalent to at least Twenty Five percent (50%) of the ABC of this project.

Business Name:				Busi	ness Address:		
Nature of Contract			Bidder's Rol	le	a. Date Awarded		
(Project Title)	b. Address				b. Date Started		
	c. Contact Nos.		Description	%	c. Date Completed		
	a.				a.		
	b.				b.		
	с.				с.		

Note: The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion

Name of Bidder:	Name of Authorized Representative:

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

<sup>&</sup>lt;sup>2</sup> The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.4.

List of all Ongoing Government & Private Construction Contracts including contracts awarded but not yet started

Business Name Business Address \_\_\_\_\_

Name of Contract/Location	Owner Name		Nature of Work     Contractor's Role       Description     %		Date Awarded a. Date Started	% of Accomplishment		
Project Cost	<ul><li>a. Address</li><li>b. Telephone Nos.</li></ul>	Nature of work			b. Date of Completion	Planne d	Actual	Value of Outstanding Works
Government								
Private								
Note: This statement shall be supported with:								

Note: This statement shall be supported with:

1 Notice of Award and/or Contract

2 Notice to Proceed issued by the owner

3 Certificate of Accomplishments signed by the owner or Project Engineer

Submitted by

(Printed Name & Signature)

Designation Date

One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all its on-going, completed, and awarded but not yet started contracts.

#### Statement of all Completed Government & Private Construction Contracts which are similar in nature

 Business Name
 :

 Business Address
 :

Name of Contract	a. Owner Name		Contractor's Role		a. Amount at Award	Date Awarded
Name of contract	<ul><li>b. Address</li><li>c. Telephone Nos.</li></ul>	Nature of Work	<b>Description</b>	%	<ul><li><b>b.</b> Amount at Completion</li><li><b>c.</b> Duration</li></ul>	Contract Effectivity Date Completed
Government						
Private						

Note: This statement shall be supported with:

1 Contract

2 CPES rating sheets and/or Certificate of Completion

3 Certificate of Acceptance

Submitted by

(Printed Name & Signature)

Designation
Date :

One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all contracts which are similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder's largest single completed contract, adjusted to current prices using the National Statistics Office (NSO) consumer price indices available at the G-EPS website, and similar to the contract to be bid, must be at least fifty percent (50%) of the approved budget for the contract to be bid.

#### MANPOWER UTILIZATION SCHEDULE

Category		Month											
Calegoly													
Contractor's Name:	Name of the Procuring Entity:					Contract Name:							

Submitted by:

Name of the Representative of the Bidder	Date:
Position	
Name of the Bidder	

The manpower schedule (weekly or monthly scheduling of skilled and unskilled workers, including Project Manager, Project Engineers, Materials Engineers, or Foremen) is required to be in the Technical Envelope of the Bidder.

#### Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name Business Address	:		
1 Name			
2 Address			
3 Date of Birth			
4 Employed since			
5 Experience			
6 Previous			
7 Education			
8 PRC License			

#### Minimum

- One (1) Licensed Civil Engineer or One (1) Licensed Architect
- One (1) Licensed Electrical Engineer
- One (1) General Foreman

Note

: Attached individual resume and PRC License of the (professional) personnel.

Submitted by

(Printed Name & Signature)

Designation :\_\_\_\_\_

Date

#### List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract

**Business Name** \_\_\_\_\_ Business Address :

Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lessor or Vendor
A. Owned							
i.							
ii.							
iii.							
iv.							
V.							
B. Leased							
i.							
ii.							
iv.							
V.							
C. Under Purchase Agreements							
i.							
ii.							
iii.							
iv.							
v.							
List of minimum equipment required for the project	:						
Submitted by							

Submitted by

(Printed Name & Signature)

Designation Date

One of the requirements from the bidder to be included in its Technical Envelope is the list of its equipment units pledged for the contract to be bid, which are owned (supported by proof/s of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.

#### Statement of Availability of Key Personnel and Equipment

(Date of Issuance)

Name of the Head of the Procuring Entity Position of the Head of the Procuring Entity (Name of Procuring Entity) (Address of Procuring Entity)

Attention : The Chairman Bids and Awards Committee

Dear Sir / Madame:

In compliance with the requirements of the <u>(Name of the Procuring Entity)</u> BAC for the bidding of the <u>(Name of the Contract)</u>, we certify that <u>(Name of the Bidder)</u> has in its employ key personnel, such as project managers, project engineers, materials engineers and foremen, who may be engaged for the construction of the said contract.

Further, we likewise certify the availability of equipment that <u>(*Name of the Bidder*)</u> owns, has under lease, and/or has under purchase agreements, that may be used for the construction contracts.

Very truly yours,

(Name of Representative) (Position) (Name of Bidder)

One of the requirements from a bidder for Eligibility Check is statement of the availability of key personnel and equipment needed for the construction of the project being bid.

### Key Personnel's Certificate of Employment

#### **Issuance Date**

Name of the Head of the Procuring Entity Position of the Head of the Procuring Entity Name of the Procuring Entity Address of the Procuring Entity

Dear Sir / Madame:

I am	(Name	e of Nominee)	a Licensed	Engineer with Professional License No.	_issued on
(date of issuance	) at	(place of issuance	<u>e)</u> .		

I hereby certify that (Name of Bidder) has engaged my services as (Designation) for (Name of the Contract), if awarded to

it.

As (*Designation*), I supervised the following completed projects similar to the contract under bidding):

NAME OF PROJECT	<u>OWNER</u>	<u>COST</u>	DATE COMPLETED
At present, I am supervisi	ng the following projects:		
NAME OF PROJECT	<u>OWNER</u>	<u>COST</u>	DATE COMPLETED

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the <u>(Name of the Procuring Entity)</u> at least twenty one (21) days before the effective date of my separation.

As <u>(*Designation*)</u>, I know I will have to stay in the job site all the time to supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of <u>(Designation)</u> therefor, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as <u>(Designation)</u> in any future <u>(Name of the Procuring Entity)</u> bidding or employment with any Contractor doing business with the <u>(Name of the Procuring Entity)</u>.

(Signature of Engineer)

#### DRY SEAL

Republic of the Philippines ) ) S.S.

 SUBSCRIBED AND SWORN TO before me this
 day of
 2003 affiant exhibiting to

 me his Residence Certificate No.
 issued on
 at

Notary Public Until December 31, 20\_\_\_\_\_

Doc. No.\_\_\_\_; Page No.\_\_\_\_; Book No.\_\_\_\_; Series of\_\_\_\_;

#### KEY PERSONNEL (FORMAT OF BIO-DATA)

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. <u>Fill up a form for each person.</u>

- Authorized Managing Officer / Representative
- Sustained Technical Employee

1.	Name	:	
2.	Date of Birth	:	
3.	Nationality	:	
4.	Education and Degrees	:	
5.	Specialty	:	
6.	Registration	:	
7.	Length of Service with the Firm	:	Year from(months)(year)To(months)(year)
8.	Years of Experience	:	

9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s), if necessary:

Name and Address of Employer	Length of Service	
	year(s) from	to
	 year(s) from	to
	 year(s) from	to

10. Experience:

This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

Name and Signature of Employee

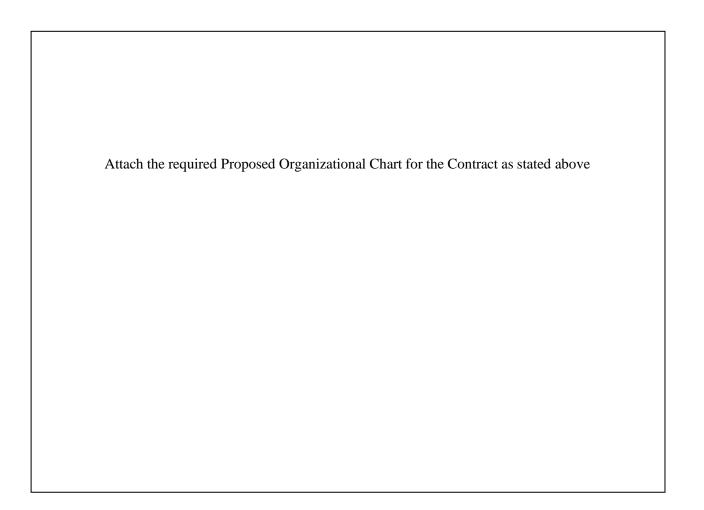
It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

(Place and Date)

(The Authorized Representative)

## **Contractor's Organizational Chart for the Contract**

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman and other Key Engineering Personnel.



- 1. This organization chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.
- 2. All these are required to be in the Technical Envelope of the Bidder.

# **SEALING AND MARKING OF BIDS**



# SAMPLE FORMAT OF LABELED ENVELOPE

	<u>COPY 1 – TECHNICAL COMPONENT</u>	
TO:	MS. VENUS F. REBULDELA Chairperson Bids and Awards Committee Name of Agency Agency Address	
FROM:	(Name of Bidder in Capital Letters)	
ADDRESS:	(Address of Bidder in Capital Letters)	
PROJECT: Bid Ref No.:	(Title of Project in Capital Letters)	
	PEN BEFORE:	
DO NOT OF	PEN BEFORE:	
DO NOT OF	<u>COPY 2 – TECHNICAL COMPONENT</u> MS. VENUS F. REBULDELA Chairperson Bids and Awards Committee Name of Agency	
TO: FROM:	COPY 2 – TECHNICAL COMPONENT MS. VENUS F. REBULDELA Chairperson Bids and Awards Committee Name of Agency Agency Address	

#### **OUTER ENVELOPE:**

	TECHNICAL COMPONENT
TO:	MS. VENUS F. REBULDELA Chairperson Bids and Awards Committee Name of Agency Agency Address
FROM:	(Name of Bidder in Capital Letters)
ADDRESS:	(Address of Bidder in Capital Letters)
PROJECT: Bid Ref No./ľ ABC:	(Title of Project in Capital Letters) FB No.:

#### MAIN ENVELOPE:

TO:	BIDDING DOCUMENTS MS. VENUS F. REBULDELA Chairperson Bids and Awards Committee Name of Agency Agency Address	
FROM: ADDRESS:	(Name of Bidder in Capital Letters) (Address of Bidder in Capital Letters)	
PROJECT: Bid Ref No./: ABC:	(Title of Project in Capital Letters)	
DO NOT OPI	EN BEFORE:	

