

PHILIPPINE BIDDING DOCUMENTS
(As Harmonized with Development Partners)

**REPAIR/
REHABILITATION
OF NEAP, BAGUIO
BUILDING, PHASE
II**

Government of the Republic of the Philippines

Sixth Edition
July 2020

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.

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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



Invitation to Bid for the *Repair/ Rehabilitation of NEAP, Baguio City Building, Phase II*

1. The Department of Education – Cordillera Administrative Region, through the 2021 General Appropriations Act, intends to apply the sum of Thirty Million Pesos (Php 30,000,000.00) only being the Approved Budget for the Contract (ABC) to payments under the contract for the Repair/Rehabilitation of NEAP, Baguio Building, Phase II with identification number 2021-018. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Education – Cordillera Administrative Region Regional Office now invites bids for the above Procurement Project. Completion of the Works is required **within 120 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from the Department of Education – Cordillera Administrative Region Regional Office and inspect the Bidding Documents at the address given below from 8:00am to 5:00pm, Mondays to Fridays.
5. A complete set of Bidding Documents may be acquired by interested bidders starting July 31, 2021 from the given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 25, 000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The DepEd-CAR Regional Office will hold a **Pre-Bid Conference on August 9, 2021 at 1:30pm at the DepEd-CAR Regional Office, Wangal, La Trinidad, Benguet**, 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 1:30pm of August 23, 2021**. 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 August 23, 2021 at 1:31pm at the DepEd-CAR Regional Office, Wangal, La Trinidad, Benguet.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The DepEd-CAR Regional Office reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BAC Secretariat
DepED-CAR Regional Office
Wangal, La Trinidad, Benguet
Tel. No. (074) 422-1804/(074) 422-5155
Email address: depedcar.bacsecretariat@gmail.com

12. You may visit the following websites:

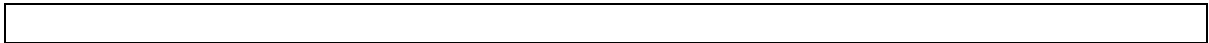
For downloading of Bidding Documents: ***depedcar.ph***

July 30, 2021

Original Signed
FLORANTE E. VERGARA
BAC Chairperson

/connie

Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, DepEd-CAR Regional Office invites Bids for the **Repair/Rehabilitation of NEAP, Baguio Building, Phase II, with Project Identification Number 2021-018.**

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 CY 2021 in the amount of **Thirty Million Pesos (Php 30,000,000.00) Only.**

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.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.**

- 7.1. 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 **at the DepEd-CAR Regional Office,**

Wangal, La Trinidad, Benguet on August 9, 2021 at 1:30pm 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 Engineer, Professional Electrical Engineer, General Foreman and Skilled Workers) 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 December 21, 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

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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: GENERAL BUILDING																																							
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10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Engineer</td> <td style="text-align: center;">5 years</td> <td style="text-align: center;">2 projects</td> </tr> <tr> <td>Materials Engineer</td> <td style="text-align: center;">2 years</td> <td style="text-align: center;">1 project</td> </tr> <tr> <td>Professional Electrical Engineer</td> <td style="text-align: center;">2 years</td> <td style="text-align: center;">1 project</td> </tr> <tr> <td>Mechanical Engineer</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 project</td> </tr> <tr> <td>Safety & Health Officer</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 project</td> </tr> <tr> <td>General Foreman</td> <td style="text-align: center;">2 years</td> <td style="text-align: center;">1 project</td> </tr> <tr> <td>2 Master Electricians</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 project</td> </tr> <tr> <td>4 Tile Setters</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 project</td> </tr> <tr> <td>4 Skilled Carpenters</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 project</td> </tr> <tr> <td>4 Masons</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 project</td> </tr> <tr> <td>2 Scaffold Installer (TESDA accredited)</td> <td></td> <td style="text-align: center;">1 project</td> </tr> <tr> <td>20 Laborers</td> <td></td> <td style="text-align: center;">none</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Engineer	5 years	2 projects	Materials Engineer	2 years	1 project	Professional Electrical Engineer	2 years	1 project	Mechanical Engineer	1 year	1 project	Safety & Health Officer	1 year	1 project	General Foreman	2 years	1 project	2 Master Electricians	1 year	1 project	4 Tile Setters	1 year	1 project	4 Skilled Carpenters	1 year	1 project	4 Masons	1 year	1 project	2 Scaffold Installer (TESDA accredited)		1 project	20 Laborers		none
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15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <u>Php 600,000.00</u> <i>[Insert two percent (2%) of ABC]</i>, 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 <u>Php 1,500,000.00</u> <i>[Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond. 																																							

19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	
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, 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.

Section V. Special Conditions of Contract

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Special Conditions of Contract

GCC Clause	
2	<i>The intended completion date of the project is 120 calendar days.</i>
4.1	<i>The procuring entity shall give possession of all parts of the site to the contractor within 7 days from receipt of NTP.</i>
6	The site investigation reports are: <i>None</i>
7.2	<i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.</i>
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 15 days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 10% of Contract Price.
13	The amount of the advance payment is 15% of the total contract price
14	<i>No further instructions</i>
15.1	The date by which operating and maintenance manuals are required is 15 days after issuance of coc. The date by which "as built" drawings are required is 15 days after issuance of COC.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 5% of Contract Price.

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the

latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

Section VII. Drawings

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.



Republic of the Philippines
Department of Education
 CORDILLERA ADMINISTRATIVE REGION
 Wangal, La Trinidad, Benguet

PROGRAM OF WORKS

OFFICE: DepED - CAR REGIONAL OFFICE			DATE:			
REGION: CAR			BUDGET ALLOCATION: PHP 30,000,000			
DIVISION:			ESTIMATED GOVERNMENT EXPENSES:			
PROJECT DESCRIPTION:			APPROVED BUDGET FOR THE PROJECT: PHP 30,000,000			
Project: REPAIR/REHABILITATION OF NEAP, BAGUIO BUILDING PHASE II			COMPLETION PERIOD: 120 CD			
			REQUIRED MANPOWER: Project Engineer, Professional Electrical Engineer, Mechanical Engineer, Safety and Health Officer, General Foreman, 2 Master Electrician, 4 Tile Setters, 4 Skilled Carpenters, 4 Masons, 2 Scaffold Installer (TESDA Accredited) and 20 Laborers			
PLAN NO.:			REQUIRED EQUIPMENTS:			
LOCATION: Baguio City Teachers Camp			Flat Bed Truck/Dumptruck, 1 bagger Concrete mixer, Assorted Power Hand Tools			
ITEM NO.	WORK DESCRIPTION	% OF TOTAL	UNIT	QUANTITY	TOTAL COST	REMARKS
A	General Requirements		lot	1.00		
1.00	EARTHWORKS		lot	1.00		
2.00	CONCRETING WORKS		lot	1.00		
3.00	REBAR WORKS		lot	1.00		
4.00	FORMWORKS		bd.ft	5,840.00		
5.00	MASONRY WORKS		lot	1.00		
6.00	DOORS AND WINDOWS		lot	1.00		
7.00	STEEL WORKS		lot	1.00		
8.00	ROOFING WORKS		lot	1.00		
9.00	CARPENTRY WORKS		lot	1.00		
10.00	ELECTRICAL WORKS		lot	1.00		
11.00	PLUMBING WORKS		lot	1.00		
12.00	SANITARY WORKS		lot	1.00		
13.00	PAINTING WORKS		lot	1.00		
14.00	TILEWORKS		lot	1.00		
15.00	Others		lot	1.00		
16.00	WATERPROOFING		lot	1.00		
I.	DIRECT COST					
II.	INDIRECT COST (17% of I)					
III.	WITH HOLDING TAX AND VAT (5% OF I + II)					
IV.	TOTAL CONSTRUCTION COST				PhP -	

Prepared by:



Republic of the Philippines
 Department of Education
 CORDILLERA ADMINISTRATIVE REGION
 Wangal, La Trinidad, Benguet

Project: REPAIR/REHABILITATION OF NEAP, BAGUIO BUILDING PHASE II
 Location: Baguio City Teacher's Camp

DETAILED ESTIMATE

I.D. NO	DESCRIPTION	UNIT	QTY	UNIT COST		TOTAL COST		GRAND TOTAL
				MATERIAL	LABOR	MATERIAL	LABOR	
A	General Requirements	lot	1.00					
	Mobilization/Temporary Structures, Utilities and Services/Demobilization	lot	1.00					
	Project Billboard	lot	1.00					
	Safety and Health	lot	1.00					
	Fire Safety	lot	1.00					
	Other Permit Fee	lot	1.00					
	NEAP Signage/ Build up Letterings and logo	lot	1.00					
	Hauling cost	lot	1.00					
	Perimeter Fence	lot	1.00					
	Long-Span Roofing, Corrugated, Pre-Painted, 1220mm x 0.4mm thk	mts	364.00					
	Rough Lumber	bd.ft.	1,156.00					
	Teckscrew 2-1/2"	pcs	1,196.00					
	Sub-total							
1.0000	EARTHWORKS							
1.0100	Clearing and Grubbing	sq.m	27.85					
1.02	Structural Excavation	cu.m	26.27					
1.04	Gravel Bedding G-1	cu.m	1.00					
1.06	Soil Poisoning	sq.m	6.88					
1.08	Demolition of reinforced concrete	cu.m	0.61					
	Sub-total							
2.0000	CONCRETING WORKS							
	Portland Cement	bag	313.00					
	Crushed Gravel 3/4"	cu.m	34.00					
	Washed Sand	cu.m	21.00					
	Sub-total							
3.0000	REBAR WORKS							
	Power House							
	Column	kg	1,136.40					
	Beam	kg	321.98					
	Slab	kg	331.35					
3.05	Deformed Round Bars Grade 40	0	1,789.73					
	G.I. Tie Wire	kg	38.00					
	Ramp							
3.05	Deformed Round Bars Grade 40 spaced @ 0.10 mm OCBW	kg	685.00					
	G.I. Tie Wire	kg	14.00					
	Mat Footing							
3.05	Deformed Round Bars Grade 40	kg	297.66					
3.12	G.I. Tie Wire	kg	6.00					
	Sub-total							
4.0000	FORMWORKS							
4.01	Rough Lumber	bd.ft.	5,840.00					
4.03	Plywood Ordinary, 1/2" x 4' x 8'	pc	100.00					
4.04	CWN, Assorted	kg	25.00					
	Sub-total							
5.0000	MASONRY WORKS							
5.01	Demolition of Masonry Wall	sq.m	45.00					
	Power House	sq.m	48.62					
5.02	Portland Cement	bag	25.00					
5.03	Washed Sand	cu.m	3.00					
5.04	CHB 4" thk	pc	608.00					
5.08	D12mm RSB	kg	65.00					
5.11	G.I. Tie Wire	kg	2.00					
	Plastering	sq.m	97.24					
5.02	Portland Cement	bag	33.00					
5.03	Washed Sand	cu.m	4.00					
	New Walls	sq.m	96.06					
5.02	Portland Cement	bag	53.00					
5.03	Washed Sand	cu.m	5.00					
5.04	CHB 4" thk	pc	1,201.00					
5.08	D12mm RSB	kg	17.00					
5.11	G.I. Tie Wire	kg	3.00					
	Plastering	sq.m	192.12					
5.02	Portland Cement	bag	101.00					

5.03	Washed Sand	cu.m	9.00				
	Sub-total						
6.0000	DOORS AND WINDOWS						
6.01	Removal of Door with Jamb	lot	1.00				
	D-1, Woodlike UPVC Motorized Sliding Glass Door	set	1.00				
	D-2, Woodlike UPVC Swing Door	sets	8.00				
	D-3, Panel Door complete with accessories and lockset	sets	15.00				
	D-4, Panel Door with Open Slots Complete with accessories and lockset	set	1.00				
	D-5, Theater Door, Complete with Accessories and Lockset	sets	2.00				
	D-6, Panel Door Complete with Accessories and lockset	sets	2.00				
	D-7, Theater Doors, Complete with Accessories and lockset	sets	2.00				
	D-8, Fire Rated Steel Door 0.80m x 2.10m with Panic Bar and Accessories	sets	2.00				
	D-9, Fire Rated Steel Door with Panic Bar complete with accessories and lockset	set	1.00				
	D-10, Fixed Glass with Panel Door	sets	6.00				
	D-11, Woodlike UPVC Sliding Glass Door with Complete Accessories and lockset	sets	5.00				
	D-12, Woodlike UPVC, Swing Glass Door	set	1.00				
	D-13, Woodlike UPVC Sliding Door	set	1.00				
	Acoustic Treated Accordion Door	set	2.00				
	W-1, Woodlike UPVC Fixed, Sliding and Awning Window complete with Accessories and lockset	sets	19.00				
	W-2, Woodlike UPVC Awning Windows Complete with Accessories and Lockset	sets	2.00				
	W-3, Woodlike UPVC Awning Windows, complete with Accessories and Lockset	sets	7.00				
	W-4, Woodlike UPVC Fixed, Sliding and Awning Window Complete with Accessories and Lockset	sets	8.00				
	W-5, Woodlike UPVC Fixed, Slide and Awning Window complete with Accessories and Lockset	sets	6.00				
	Aluminum Roll Up Door complete with Accessories and Lockset	set	1.00				
	Aluminum Louver Type	set	1.00				
	Awning Window with Grills	set	1.00				
	Sub-total						
7.0000	STEEL WORKS						
	4mm Thick Aluminum Composite Panel, 4' x 8'	pcs	277.00				
	1.20 m x 25 mm Tubular Steel	pc	380.00				
	1.20 m x 25 mm Angle Bar	pc	38.00				
	25mm x 75mm x 6m Powder Coated Tubular Aluminum	pc	642.00				
	25mm x 25mm x 6m Powder Coated Tubular Aluminum	pc	20.00				
	2x4" Tubular	pc	110.00				
	2x3" Steel Tubular	pc	26.00				
	50 x 150mm tubular	pc	20.00				
	12mm thk. Glass Panel Support	pcs	60.00				
	50 x 100mm tubular canopy side perimeter vertical support	pcs	4.00				
	3/8" Expansion Bolts	pcs	13,850.00				
	25mm Steel Tubular	pc	9.00				
	12 mm U-Channel Steel	pc	10.00				
	25 x 6 mm Thick Flat Bar	pc	10.00				
	16 mm Ø Round Bar	pc	15.00				
	18mm Aluminum Angular Bracket	pc	50.00				
	38mm Ø Stainless Steel Pipe	pc	6.00				
	Stainless Steel Cap	pcs	12.00				
	Expansion Shield and Bolt	pcs	12.00				
	20 mm Ø Stainless Steel Pipe	pc	20.00				
	Welding Rod	kgs	50.00				
	Sub-total						
8.0000	ROOFING WORKS						
	Cleaning of Concrete Roof Eaves	lot	1.00				
	Sub-total						
9.0000	CARPENTRY WORKS						
	Interior Ceiling	sq.m	3,024.00				
	Acoustic Treated Wall	sq.m	254.10				
	Fluted Panels, 25mm x 155mm x 2.90m	pc	209.00				
	Adhesive for Acoustic Wall/Panels	pcs	50.00				
	Metal Double Furring channel (19mm x 50 mm x 5m, 800mm thk)	pc	2,117.00				
	Metal Carrying Channel (12 mm x 38mm x 5m x 800mm thk)	pc	605.00				
	Wall angle 1" x 1" x 10'	pc	575.00				

	W-clip	pc	6,442.00				
	Concrete Nails	kgs	31.00				
	Blind Rivets	pc	52,500.00				
	Gypsum Board, 4' x 8', 6mm thk	pc	1,050.00				
	Exterior Ceiling	sq,m	363.00				
9.710	250x3028mm Woodgrained PVC Ceiling Panel	pc	480.00				
	Metal Double Furring channel (19mm x 50 mm x 5m, 800mm thk)	pc	255.00				
	Metal Carrying Channel (12 mm x 38mm x 5m x 800mm thk)	pc	73.00				
	Wall angle 1" x 1" x 10'	pc	69.00				
	W-clip	pc	774.00				
	Concrete Nails	kgs	4.00				
	Blind Rivets	pc	24,000.00				
	Stage	sq,m	363.00				
9.710	Plywood, Marine 3/4" x 4' x 8'	pcs	6.00				
	PVC Vinyl Planks, 6" x 36", 3mm thick	pcs	143.00				
	Teckscrew 2-1/2"	pc	300.00				
	Sub-total						
10.0000	ELECTRICAL WORKS						
	3 PRONG CONVENIENCE OUTLET 2 GANG RECEPTACLE	assy	145.00				
	3 PRONG CONVENIENCE OUTLET 1 GANG RECEPTACLE	assy	21.00				
	2 PRONG CONVENIENCE OUTLET 1 GANG RECEPTACLE	assy	45.00				
	HEAVY DUTY 20 A CIRCUIT BREAKER, bolt on	pc	60.00				
	HEAVY DUTY 60 A CIRCUIT BREAKER, bolt on	pc	6.00				
	DOWNLIGHT WITH DIFFUSER, 18 W	assy	148.00				
	LED TROFFER LIGHT, 20 W	assy	72.00				
	GIMBAL LIGHT, 30 W	assy	56.00				
	TRACKLIGHT, 30 W	assy	29.00				
	LED Strip Light	m	220.00				
	Heavy Duty Panel Board, 20 holes Centermain, Bolt on	assy	1				
	Heavy Duty Panel Board, 12 holes Centermain, bolt on	assy	1				
	Heavy Duty Panel Board, 10 holes Centermain, bolt on	assy	2				
	Heavy Duty Panel Board, 8 holes Centermain, bolt on	assy	1				
	Heavy Duty Panel Board, 6 holes Centermain, bolt on	assy	1				
	125 KVA Silent Type Generator Set with complete accs., (specs is for approval of agency engineer before installation)	set	1				
	Electrical Conduit uPVC, 25mmØ	pcs	750.00				
	3.5mm ² THHN Copper Wire	box	50				
	80mm ² THWN/THHN Copper Wire	m	150				
	Octagonal Junction Box	pcs.	400				
	Utility Box	pcs.	270				
	Misc. (Clamps, PVC Elbow, PVC Cement, etc)	lot	1				
	150AT ATS Single Phase. Refer to approved Single Line Diagram	lot	1				
	Sub-total						
11.0000	PLUMBING WORKS						
11.4800	Dismantling of Existing Water Closet, Lavatories and Accessories	lot	1.00				
11.4700	Re-routing of Existing Water Lines	lot	1.00				
	Chipping Works	lot	1.00				
11.0200	Water Closet 1.6gpf with Accessories	set	6.00				
	Directors Office - Water Closet with a automatic bidet functions, flushing, with high speed instant heating of water and drying functions and deodorizer	set	2.00				
11.0100	Water Closet Flange	set	8.00				
	Lavatory Basin Type on Concrete Counter Top Complete with Accessories	set	6.00				
	DC/AC Type Sensor Faucet complete with fittings	set	6.00				
	Exposed Mixing Shower F5 BF5001PX Full Brass Body Casting	set	4.00				
	Automatic Soap Dispenser	pc	20.00				
	Tissue Holder with Cover	pc	8.00				
	Bidet Faucet, rotating head, complete with Accessories	set	6.00				
	AC 220V 50/60Hz Automatic High Speed Hand Dryer with Carbon Brush Motor L250 x W175 x H 488 mm		19.00				
11.0900	PP-R Pipe 1"Ø x 4.0m	pc	24.00				
11.1000	PP-R Pipe 3/4"Ø x 4.0m	pc	12.00				
11.2000	PP-R Elbow 90° x 1"Ø	pc	16.00				

11.2100	PP-R Elbow 90° x 3/4"Ø	pc	16.00					
11.2210	PP-R Elbow Reducer, 1" x 3/4"Ø	pc	16.00					
11.2500	PP-R Tee, 1"Ø	pc	12.00					
11.2900	PP-R Tee Reducer, 1" x 3/4"Ø	pc	14.00					
11.2910	PP-R Tee Reducer, 3/4" x 1/2"Ø	pc	14.00					
11.4200	Teflon Tape	roll	15.00					
	Mirror	sq.m	4.50					
	Fire Hose Cabinet complete with all contents per specifications (with fire extinguisher)	set	3.00					
	Sub-total							
12.0000	SANITARY WORKS							
12.0500	PVC Sanitary Pipe 4"Ø x 3.0m	pc	10.00					
12.0700	PVC Sanitary Pipe 2"Ø x 3.0m	pc	8.00					
12.1100	PVC Sanitary Elbow 90° x 2"Ø	pc	8.00					
12.1110	PVC Sanitary Elbow 90° x 1"Ø	pc	6.00					
12.2110	PVC Sanitary Tee 4" x 4"	pc	8.00					
12.2700	PVC P-Trap 2"	pc	8.00					
12.2400	Brass Cleanout 4" x 4"	pc	8.00					
	PVC Cleanout 4" x 4"	pc	8.00					
12.3000	PVC Cement	can	10.00					
11.4410	S.S. Floor Drain 4" x 4"	set	10.00					
	Sub-total							
13.0000	PAINTING WORKS							
	Power House	sq.m	104.00					
	Latex Flat	gal	6.00					
	Latex, Semi Gloss	gal	11.00					
	Acri Color	qrt	5.00					
	Masonry Putty	gal	2.00					
	Assorted Paintbrush/ Roller	pcs	5.00					
	Flooring	sq.m	12.00					
	Primer, Epoxy	gal	2.00					
	Enamel, Epoxy	gal	4.00					
	Interior Surfaces	sq.m	1,920.40					
	Latex Flat	gal	25.00					
	Latex, Semi Gloss	gal	164.00					
	Acri Color	qrt	70.00					
	Assorted Paintbrush/ Roller	pcs	50.00					
	Exterior Surfaces	sq.m	1,749.60					
	Latex, Semi Gloss	gal	145.00					
	Acri Color	qrt	53.00					
	Assorted Paintbrush/ Roller	pcs	50.00					
	Wood Surfaces							
	Varnish	gal	5.00					
	Assorted Paintbrush/ Roller	pcs	10.00					
	Metal Surfaces							
	Acrylic Paint	gal	5.00					
	Carbon Black Automotive	gal	20.00					
	Paint Thinner	gal	10.00					
	Assorted Paintbrush/ Roller	pcs	15.00					
	Sub-total							
14.0000	TILEWORKS							
	Concrete Paver Blocks	pcs	7,335.00					
	Washed Sand	cu.m.	3.00					
	Homogenous Tile Wall Finish, 30cm x 60cm	pcs	450.00					
	Non-skid Floor Tiles, 60cm x 60cm	pcs	51.00					
14.2	Tile Grout 5 kg/bag	bags	18.00					
14.21	Tile Adhesive 25 kg/bag	bags	29.00					
	Resanding and Repolishing of marble floor @GF (including executive offices, office areas, Lobby Areas & halls)	sq.m	654.45					
	Resanding and Repolishing of Marble Floor @ 2F	sq.m	39.60					
	Resanding and Repolishing of Marble Floor @ 3F	sq.m	39.60					
	150 mm x 900 mm Homogenous Wood Tiles Non-Skid	pcs	4,640.00					
14.2	Tile Grout 5 kg/bag	bags	57.00					
14.21	Tile Adhesive 25 kg/bag	bags	136.00					

	600mm x 600mm Rustic Tiles	pcs	107.00				
14.2	Tile Grout 5 kg/bag	bags	3.00				
14.21	Tile Adhesive 25 kg/bag	bags	7.00				
Ground Floor Comfort Rooms							
Executive Offices							
Male							
Floor Tiles		sq.m	4.32				
	600 mm x 600 mm Non Skid Tiles	pcs	17.00				
14.2	Tile Grout 5 kg/bag	bags	1.00				
14.21	Tile Adhesive 25 kg/bag	bags	1.00				
Wall Tiles		sq.m	47.04				
	300 mm x 600 mm Wall Granite Tiles	pcs	267.00				
14.21	Tile Adhesive 25 kg/bag	bags	9.00				
14.2	Tile Grout 5 kg/bag	bags	4.00				
Lavatory		sq.m	-				
	Granite Slab, Black 0.60m x 1.2m x 10mm	pcs	1.00				
14.18	Tile Trim 6mm x 3m	pc	1.00				
Female							
Floor Tiles		sq.m	4.32				
	600 mm x 600 mm Non Skid Tiles	pcs	17.00				
14.2	Tile Grout 5 kg/bag	bags	1.00				
14.21	Tile Adhesive 25 kg/bag	bags	1.00				
Wall Tiles		sq.m	47.04				
	300 mm x 600 mm Wall Granite Tiles	pcs	267.00				
14.21	Tile Adhesive 25 kg/bag	bags	9.00				
14.2	Tile Grout 5 kg/bag	bags	4.00				
Lavatory		sq.m	1.00				
	Granite Slab, Black 0.60m x 1.2m x 10mm	pcs	1.00				
14.18	Tile Trim 6mm x 3m	pc	1.00				
Common CR							
Floor Tiles		sq.m	25.20				
	600 mm x 600 mm Non Skid Tiles	pcs	75.00				
14.2	Tile Grout 5 kg/bag	bags	2.00				
14.21	Tile Adhesive 25 kg/bag	bags	5.00				
Staff Quarters							
Wall Tiles		sq.m	48.72				
	300 mm x 600 mm Wall Granite Tiles	pcs	276.00				
14.2	Tile Grout 5 kg/bag	bags	4.00				
14.21	Tile Adhesive 25 kg/bag	bags	9.00				
Lavatory		sq.m	-				
	Granite Slab, Black 0.60m x 3.5m x 10mm	pcs	1.00				
14.18	Tile Trim 6mm x 3m	pcs	2.00				
Staff Quarters							
Floor Tiles		sq.m	6.90				
	600 mm x 600 mm Non Skid Tiles	pcs	25.00				
14.2	Tile Grout 5 kg/bag	bags	1.00				
14.21	Tile Adhesive 25 kg/bag	bags	2.00				
Wall Tiles		sq.m	11.64				
	300 mm x 600 mm Wall Granite Tiles	pcs	70.00				
14.2	Tile Grout 5 kg/bag	bags	1.00				
14.21	Tile Adhesive 25 kg/bag	bags	3.00				
Stairs							
	Wood Planks	sq.ft.	360.67				
	Wood Planks Adhesive	gal	30.00				
	CWN Nails	kgs	4.00				
	Sub-total						
15.0000	Others						
	Lift (Capacity: 1000kg/ 10-12 pax)	lot	1.00				
	6 mm Thick Tempered Glass	sq.m	91.02				
	12 mm Thick Tempered Glass	sq.m	79.89				
	Sub-total						
16.0000	WATERPROOFING						
	Waterproofing, Cementitious	gal	8.00				
	Sub-total						
I.	DIRECT COST						-
II.	INDIRECT COST 17% of (I - Gen Req't)						-
III.	TAX 5% of (I + II)						-
IV.	TOTAL CONSTRUCTION COST (I + II + III)						-

Prepared by:

Section IX. Checklist of Technical and Financial Documents

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Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (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;
or
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**
- (j) 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, Professional Electrical Engineer, General Foreman, 2 Master Electrician, 4 Masons, 4 Tile setters and 4 Carpenters, 2 Scaffold installer), 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**

- (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.

other requirement for submission:

- **SITE INSPECTION CERTIFICATE** with picture (NEAP bldg. for repair/rehab shall be the background).

Financial Documents

- (l) 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

- (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 equipment rentals used in coming up with the Bid; **and**
- (r) Cash Flow by Month and payment schedule.

other requirement:

- '(s) USB/flash drive (soft copy of Financial Proposal in EXCEL format)

Reminder: 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.

Note: Templates for the Omnibus Sworn Statement (Revised), Bid Form and the Bid Securing Declaration are herein attached.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

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

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the 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]

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

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, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. 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 and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

¹ currently based on GPPB Resolution No. 09-2020

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

- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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



