

PHILIPPINE BIDDING DOCUMENTS

Procurement for the Construction of Academic Building III (REBID)

**Philippine Science High School-
Zamboanga Peninsula Region Campus**

Government of the Republic of the Philippines

**Sixth Edition
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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 Construction of Academic Building III (Rebid)

1. The Philippine Science High School – Zamboanga Region Campus (PSHS-ZRC) through the **FY 2021 General Appropriations Act (GAA)** intends to apply the sum of **Forty-Five Million Pesos (P 45,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Construction of Academic Building III (Rebid)** Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The PSHS-ZRC now invites bids for the above Procurement Project. Completion of the Works required is **Four Hundred Ten (410) 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 PSHS-ZRC and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested bidders on February 19, 2021 from given address and websites 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 **Twenty-Five Thousand Pesos (P 25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the BAC Secretariat at the address given below.
6. The PSHS-ZRC will hold a **Pre-Bid Conference¹** on **March 3, 2021, 2:30 p.m.** at the Ground Floor of the Dormitory Building II, PSHS-ZRC, Cogon, Dipolog City, and through video conferencing 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 indicated below **on March 15, 2021, on or before 2:30 in the afternoon**. 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 15.
9. Bid opening shall be on **March 15, 2021** at 2:31 in the afternoon at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity
10. The PSHS-ZRC (BAC) 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Sherl Dianne S. Estoque
BAC Secretariat Office
PSHS-ZRC, Cogon, Dipolog City
srestoque@zrc.pshs.edu.ph
09089215664
<http://zrc.pshs.edu.ph/>

12. You may visit the following websites:

For downloading of Bidding Documents:

PSHS-ZRC Website- <http://zrc.pshs.edu.ph/category/bid/>

PhilGEPS Website- <https://philgeps.gov.ph/>

February 19, 2021

EUNEY GUIA-ALCAREZ
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *PSHS-ZRC* invites Bids for the Construction of Academic Building III (Rebid), with Project Identification Number *2021-02-0039*.

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 *FY 2021* in the amount of ***Forty-Five Million Pesos (P 45,000,000.00)***.

2.2. 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 **subcontracting is not allowed**.

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 PSHS-ZRC, Cogon, Dipolog City through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section 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 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 days after the date of the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

Bid Data Sheet

ITB Clause	
5.2	Contracts similar to the Project refer to contracts which have the same major categories of work, which shall be <i>Construction of Academic Building III (REBID)</i>
7.1	<i>Subcontracting is not allowed.</i>
10.3	<i>No additional requirement.</i>
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <p style="text-align: center;"><u>Key Personnel</u> <u>General Experience</u> <u>Relevant Experience</u></p> <p><u>FOR DESIGN PERSONNEL</u></p> <p>A. Design Architect</p> <p>The Design Architect must be duly-licensed with at least five (5) years of experience in the design of residential, academic or institutional facilities, and shall preferably be knowledgeable in the application of Green Design Technology in school construction.</p> <p>B. Structural Engineer</p> <p>The Structural Engineer must be duly-licensed Civil Engineer with at least five (5) years of experience in structural design and shall preferably be knowledgeable in the application of Green Design Technology in school construction.</p> <p>C. Electrical Engineer</p> <p>The Electrical Engineer must be a registered Professional Electrical Engineer with at least five (5) years of experience in the design of lighting, power distribution and preferably knowledgeable in developments in emergent efficient lighting technologies and energy management.</p> <p>D. Electronics Engineer</p> <p>The Electronics Engineer must be a registered Professional Electronics Engineer with at least five (5) years of experience in the related field and knowledgeable in communication systems (specifically on structured and local area network cabling, PABX) and building management systems.</p>

E. Mechanical Engineer

The Mechanical Engineer must be a Professional Mechanical Engineer with at least five (5) years of experience in HVAC and fire protection systems and preferably knowledgeable in emergent, alternative energy-efficient HVAC technologies.

F. Master Plumber

The Master Plumber must be duly-licensed with at least five (5) years of experience in the design of building water supply and distribution, plumbing, and preferably knowledgeable in waste water management/treatment, and emergent, alternative effluent collection and treatment systems.

FOR CONSTRUCTION PERSONNEL

A. Project Manager

The Project Manager shall be a licensed architect or engineer with at least five (5) years relevant experience on similar and comparable projects in different locations. The Project Manager should have a proven record of managerial capability through the directing/managing of major civil engineering works, including projects of a similar magnitude.

B. Project Engineer/Architect

The Project Engineer/Architect shall be a licensed architect or engineer with at least five (5) years of experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

C. Materials Engineer

The Materials Engineer must be duly accredited with at least five (5) years of experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

D. Electrical Engineer

The Electrical Engineer must be a registered Electrical Engineer with at least five (5) years of experience in the design of lighting, power distribution and preferably knowledgeable in developments in emergent efficient lighting technologies and energy management.

E. Electronics Engineer

The Electronics Engineer must be a registered Electronics Engineer with at least five (5) years of experience in the related field, knowledgeable in communication systems (specifically structured and local area network cabling, PABX), building management systems.

F. Mechanical Engineer

The Mechanical Engineer must be duly-licensed with at least five (5) years of experience in similar and comparable projects in the installation of HVAC and fire protection.

G. Master Plumber

The Master Plumber must be duly-licensed with at least five (5) years of experience in similar and comparable projects in the installation of building water supply and distribution, plumbing.

H. Foreman

The Foreman must have at least five (5) years of experience in similar and comparable projects and shall preferably be knowledgeable in the application of Green Building technologies.

I. Safety Officer

The safety officer must be an accredited safety practitioner by the Department of Labor and Employment (DOLE) and has undergone the prescribed 40-hour Construction Safety and Health Training (COSH).

10.5	<p>The minimum major equipment requirements are the following:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Equipment</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Capacity</u></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>			
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>					
12	<p>Value engineering analysis of design and construction method. Prospective bidders shall prepare a value engineering analysis report of their proposed design and construction method to be applied for the PROJECT.</p> <p>Importance shall be made on the following criteria:</p> <ul style="list-style-type: none"> ➤ Cost-saving, measured on a per square meter average figure ➤ Time-saving in design and construction duration, measured using the HOPE approved PERTCPM of the project. ➤ Operational efficiency to take advantage of natural lighting and ventilation in some areas and use of efficient toilet. 						
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 Nine Hundred Thousand Pesos (P 900,000.00), 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 Two Million Two Hundred Fifty Pesos (P 2,250,000.00), if bid security is in Surety Bond. 						
19.2	<p>Partial bids is not allowed.</p>						
20	<p>List licenses and permits relevant of the project is indicated in the Scope of Works in the attached sheets.</p>						
21	<p>Schematic documents, design and construction method, value engineering of design and construction method, organizational chart, list of contractor's personnel, list of contractor's equipment, and other acceptable tools of project scheduling. Refer to the attached Scope of Works for the detailed instruction/requirements.</p>						

***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

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site 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	<i>Completion of works shall be THIRTY (30) calendar days for the Design Phase and THREE HUNDRED EIGHTY (380) calendar days for the Construction Phase.</i>
4.1	Expected period shall not exceed 410 calendar days from the date of the issuance of the Notice to Proceed (NTP): THIRTY (30) calendar days for the Design Phase and THREE HUNDRED EIGHTY (380) calendar days for the Construction Phase.
6	The site investigation reports are indicated in the Scope of Works
7.2	The warranty against Structural Defects/Failures is Fifteen (15) years.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within thirty (30) calendar days after the issuance of the Notice to proceed for approval by the procuring entity.
11.2	The period between Program of Work updates is 15 days. The amount to be withheld for late submission of an updated Program of Work is 1% of billed amount.
13	The amount of the advance payment <i>shall not exceed 15% of the total contract price and schedule of payment.</i>
14	Materials and equipment delivered on the site and completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is upon completion of the project. The date by which "as built" drawings are required is <i>upon completion of the project.</i>
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 <i>as required in the IRR of RA 9184.</i>

Section VI. Specifications

I. CONCEPTUAL DESIGN

The building design shall conform to the provisions of the National Building Code of the Philippines (PD 1096), Accessibility Law (BP 344), National Structural Code of the Philippines, Electrical Engineering Law (RA 7920), Mechanical Engineering Law (RA5336), Plumbing Code (RA 1378, 1993-1994 Revisions), Fire Code (RA 9514) and other laws and regulations covering environmental concerns and local ordinances and regulations.

The building is to be oriented based on the approved PSHS-ZRC master plan.

The proposed Academic Building III shall be 3 storeys and with a basement. The building area shall be 17 meters wide and 35 meters long, and SHALL FOLLOW THE DESIGN AND AESTHETICS OF THE ALREADY COMPLETED ACADEMIC BUILDING I to provide symmetry of the two (2) academic buildings, but shall incorporate revisions as specified in this Scope of Work.

The building shall have the following minimum standards and its corresponding dimensions:

Rooms	Location	Qty.	Minimum Requirement	
			Space	Dimension
Classrooms	2 nd to 3 rd floors	10	70 sq.m. , 2.1 sq.m./ person	10m x 7m
Classrooms	Basement	2	70 sq.m. , 2.1 sq.m./ person	10m x 7m
Smart Classrooms	Basement	2	98 sq.m. , 2.97 sq.m./ person	14m x 7m
Lobby	Basement	1	49 sq.m.	7m x 7m
Control Room	Basement	1	22.4 sq.m.	3.2m x 7m
Storage Room	Basement	1	22.4 sq.m.	3.2m x 7m

SMT Faculty Office	1 st Floor	1	105 sq.m.	15m x 7m
Humanities Faculty Office	1 st Floor	1	105 sq.m.	15m x 7m
CID Chief's Office	1 st Floor	1	21 sq.m.	3m x 7m
Assistant CID Chief's Office	1 st Floor	1	21 sq.m.	3m x 7m
Pantry	1 st Floor	1	21 sq.m.	3m x 7m
Mini-conference room	1 st Floor	1	32.2 sq.m.	4.6m x 7m
C.R. (separate for male and female and separate for employees and for students)	1 st Floor	2 for female 2 for male	22.4 sq.m.	3.2m x 7m
C.R. (separate for male and for female)	2 nd and 3 rd floors	1 male and 1 female per floor	22.4 sq.m.	3.2m x 7m

The Academic Building III must be finished and functional and easily accessible to Persons with Disabilities (PWDs). Each comfort room in each floor should be provided with one cubicle for PWDs.

Provisions in Rooms:

- All classrooms should be provided with electrical, cable television and internet cables for a fully functional 21st century classroom including wall outlets.
- All doors in the offices and the classrooms should be pulled from the outside or pushed from the inside to open
- Glass partition with sliding door in between the Humanities Office and SMT Office.
- Partition with sliding door in between the Mini-Conference Room and CID Office, CID Office and Assistant CID Office, and Assistant CID Office and Pantry. See attached Floor Plan.
- Provision of outlets for Split-type Air-Conditioning Units (ACUs) per office, including the Mini-Conference Room.
- All classrooms in the basement and second to third floors, and all offices/rooms in the first floor should be half-glass, half-concrete design along the hallway.

- Comfort rooms should have provisions where to keep cleaning tools and materials.

Sun baffles shall be made of aluminum cladding or any material that will suit for the project in terms of purpose and aesthetics. However, the contractor can propose its own design and material to be used. The design of and the material to be used by the winning bidder will then be subject for approval by the procuring entity.

Ceilings on all the floors shall be made of Gypsum Board.

Floors shall be of porcelain tile finish.

Each classroom should be provided with:

- laminated white board (same as in Academic Building II);
- five (5) pieces 3-gang electrical outlet: 2 piece each on the left and right, and 1 piece at front wall;
- one (1) piece cable television outlet; and
- two (2) data outlets for internet connection.

The Humanities and SMT offices, as well as the Mini-Conference Room, should each have:

- eight (8) pieces 3-gang electrical outlet;
- one (1) piece telephone outlet; and
- four (4) pieces data outlet for internet connection.

The CID Chief's Office and Assistant CID Office should have:

- two (2) pieces 3-gang electrical outlet;
- one (1) piece telephone outlet; and
- two (2) pieces data outlet for internet connection;

Each classroom shall be provided with four (4) units ceiling fan.

Stair floor finish shall be porcelain tiles with groove. All railings on both sides of the stairs shall be 2-inch diameter stainless steel pipe.

Comfort rooms shall be:

- of unglazed porcelain tile finish;
- provided with mirrors in the sink areas; and

- with phenolic toilet partition wood grain design nylon series (same as in Academic Building II).

Exhaust fan per comfort room shall also be provided.

The ceilings of the lobbies must have unique design and made of gypsum board.

Office and room signages, fire protection equipment signages and fire evacuation plans and signages shall be provided in each floor.

The following are the features of each other required rooms:

Basement -

Area	Features/Provisions by Contractor
Server Room	- All internet, CCTV, Telephone and voice will cables be found here. - Data steel rack(s).
Pantry	- Cabinets above and below the sink

The following are the standard building fixtures and facilities required:

a. **Fire Protection System, Fire Alarm and Fire Sprinkler System -**

Fire and smoke alarms and fire sprinkler system shall be installed. Provisions on fire safety measures and construction under Republic Act (RA) No. 9514 Fire Building Code, shall be adhered to as applicable.

b. **Plumbing, Drainage and Water Distribution Systems -**

Potable waterline shall be designed with cistern tank system. A bypass line shall be installed in the system to have continuous supply of water in case of power interruption or pump damage. Water closets shall be flush valve type and provided with bidets.

Preferred design for routing of rain water pipes would be to provide false column/pipe chase to hide the pipe or route the pipe where it is more practicable and accessible for repairs.

Septic tank and piping shall be designed/constructed at a location approved by the Master Plumber and the procuring entity.

c. **Embankment -**

Embankment shall be extended not less than 1.0 meter from the

perimeter edge of the building except in the area near Academic Building 2 wherein elevation is higher. Areas facing the formation and along the road network shall be the same elevation as to the existing side walk after compaction.

d. Basement Construction -

Basement shall be poured concrete wall with waterproofing. However, not all walls will be considered as poured concrete as there are areas that are above ground level and are to be designed with windows.

Waterproofing method to be used shall be integral waterproofing, interior waterproofing, application of bituminous waterproofing on exterior and installation of buried perforated drain pipe - 6" pipe with holes along the wall length, filled with gravel around and wrapped with filter cloth.

e. Methodology of Design Aesthetics -

The building shall be designed with sun baffles that are extending the windows to reduce exposure to sun rays. The design of the sun baffles shall take into consideration that these shall also be applied to Academic Building I with minimal work or cost.

f. Doors and Windows -

- Sliding door glass shall be tempered glass
- Window glass shall be standard glass
- Classroom doors shall be made of wood panel door with clear glass design and stopper.
- Fire escape door shall be provided with panic device that conforms to the

requirements of the Fire Code of the Philippines.

g. Electrical Diagram -

Provide emergency line to Generator 1 through a panel box near the Academic Building 1. Design and type of lighting fixtures shall be subject for procuring entity's approval.

h. Provision of Information and Communication Technology (ICT) -

ICT Plan and installation of cables shall include:

- Voice Communication (Telephone) System at Mini-Conference Room & offices;
- Data Communication System (Internet);
- Cable Television System; and
- CCTV Television System.

All cables to be used shall be Cat 6 UTP cable.

Location of CCTV cameras should be designed that these can monitor the areas effectively. These can be designed:

- one (1) at the basement lobby;
- one (1) at the ground floor entrance;
- two (2) units at each hallway in the basement and in all floors; and
- one (1) unit per staircase.

Note: To prepare the ICT design of the building ready for future fiber optic connections.

- i. **Provision of Exhaust and Air Conditioning -**
 - Provision only of control wirings, circuit breakers and other controls necessary for the installation of ACU. ACU units are excluded in this scope of work.
 - Contractor's Professional Designer should compute or design the exhaust and ACU capacity according to the size of the offices.
- j. **Painting -**

Colors shall be the same as those applied in Academic Building I.
- k. **Formworks and Scaffoldings -**

Formwork material shall be phenolic board. It should be considered in the costing that such material could be usable for up to three (3) during construction.

Scaffoldings shall be steel/G.I. pipes and cost to be charged for these shall only be for RENTAL.

Mock-up is required for every installation of works after the approval by the procuring entity of materials to be used/installed in the project. This is done to avoid rework.

Section VII. Drawings



PERSPECTIVE
SCALE: NOTS









	REPUBLIC OF THE PHILIPPINES DEPARTMENT OF SCIENCE AND TECHNOLOGY PHILIPPINE SCIENCE HIGH SCHOOL ZAMBOANGA PENINSULA REGION CAMPUS 1101, COSON, DAPITAN CITY, ZAMBOANGA DEL NORTE	PROJECT TITLE: CONSTRUCTION OF ACADEMIC BUILDING III	PREPARED BY: ENGR. ANTONIO P. ESCOBAR JR. R-C-PSIS	CHECKED BY: ENGR. CLYDE C. PADDAO R-C-PSIS	RECOMMENDING APPROVAL: MILO S. SISON I.A.-CHIEF	APPROVED: ENGR. LOUIE C. JAMORA PAE, MSc CAMPUS DIRECTOR	SHEET NO.:
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PERSPECTIVE







SCALE: NOTS



	REPUBLIC OF THE PHILIPPINES DEPARTMENT OF SCIENCE AND TECHNOLOGY PHILIPPINE SCIENCE HIGH SCHOOL ZAMBONGUA PENINSULA REGIONAL CAMPUS 8001 CORDON, DIPCULOG CITY, ZAMBONGUA DEL NORTE	PROJECT TITLE: CONSTRUCTION OF ACADEMIC BUILDING III	PREPARED BY:  ENGR. ANTONIO F. ESTABARTE, JR. <small>RE-PSHS</small>	CHECKED BY:  ENGR. OLYDE C. PADDO <small>RE-PSHS</small>	RECOMMENDING APPROVAL:  MILO S. ALDON <small>FAO-CHIEF</small>	APPROVED:  ENGR. LOUIE C. JAMORA PAE, MSc <small>CAMPUS DIRECTOR</small>	SHEET NO.: 
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PERSPECTIVE
 SCALE: 1/8" = 1'-0"

	REPUBLIC OF THE PHILIPPINES DEPARTMENT OF SCIENCE AND TECHNOLOGY PHILIPPINE SCIENCE HIGH SCHOOL ZAMBANGIA PENINSULA REGIONAL CAMPUS 1ST FLOOR, LUPKALAN CITY, ZAMBANGIA DEL NORTE	PROJECT TITLE: CONSTRUCTION OF ACADEMIC BUILDING III	PREPARED BY:  ENGR. ANTONIO P. ESCABARTE JR. REGISTERED	CHECKED BY:  ENGR. CLYDE C. PADO REGISTERED	RECOMMENDING APPROVAL:  MILO S. ALDON ENR. CHIEF	APPROVED:  ENGR. LOUIE C. JAMORA PAE, MSc CAMPUS DIRECTOR	SHEET NO.: 
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PERSPECTIVE 2

SCALE: NOTS




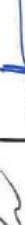




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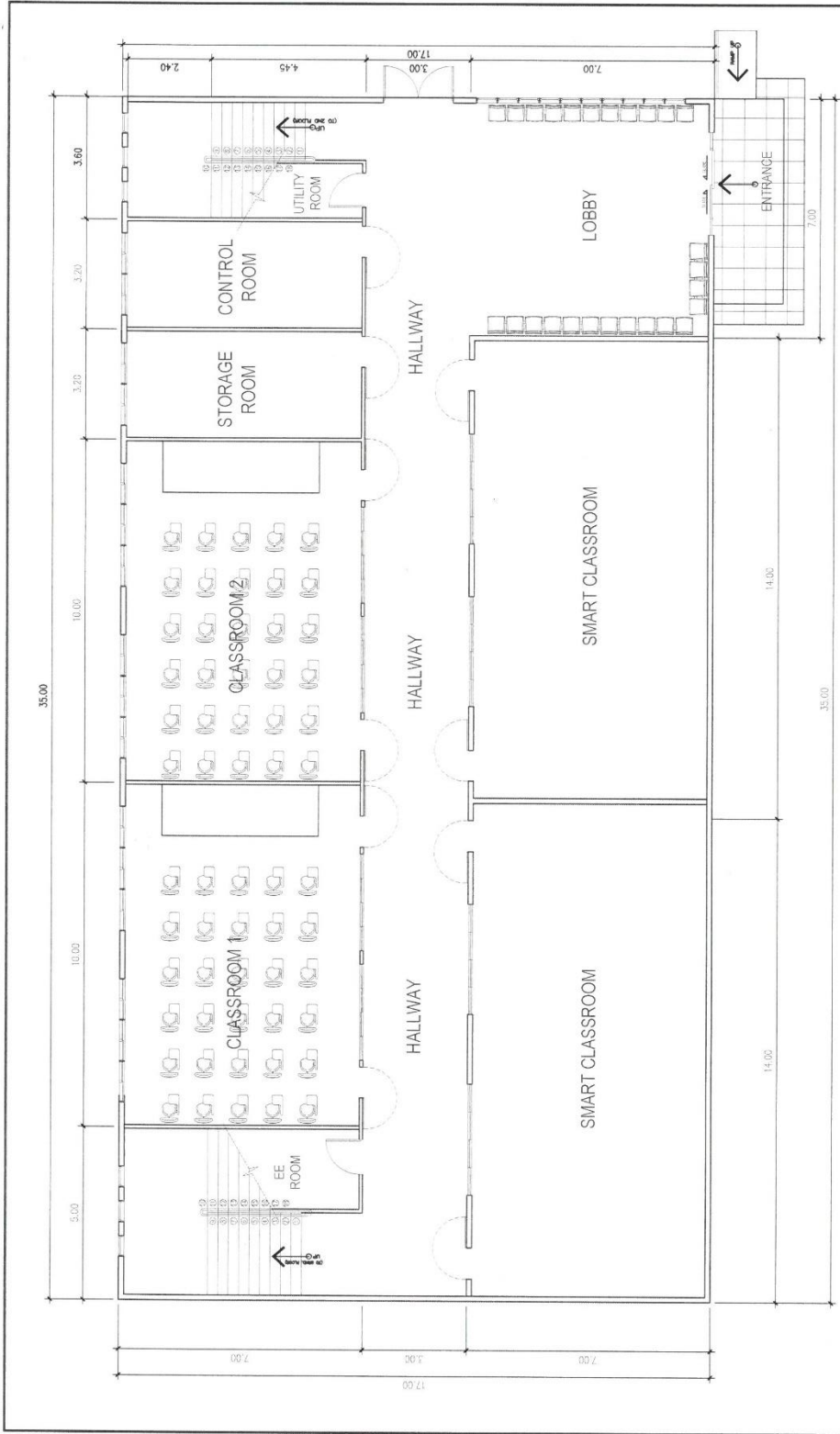


PERSPECTIVE 1

SCALE: NOTS

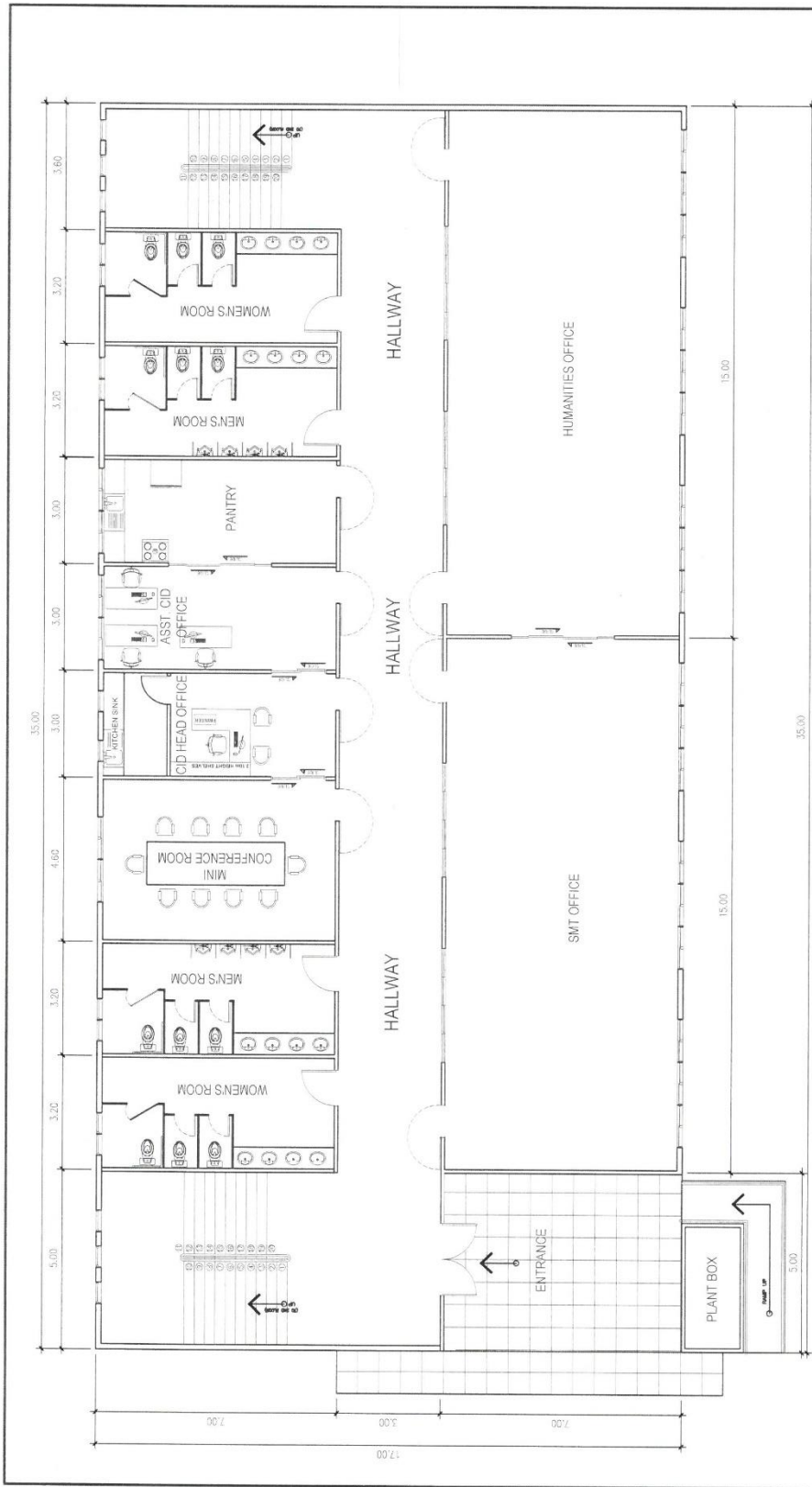


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


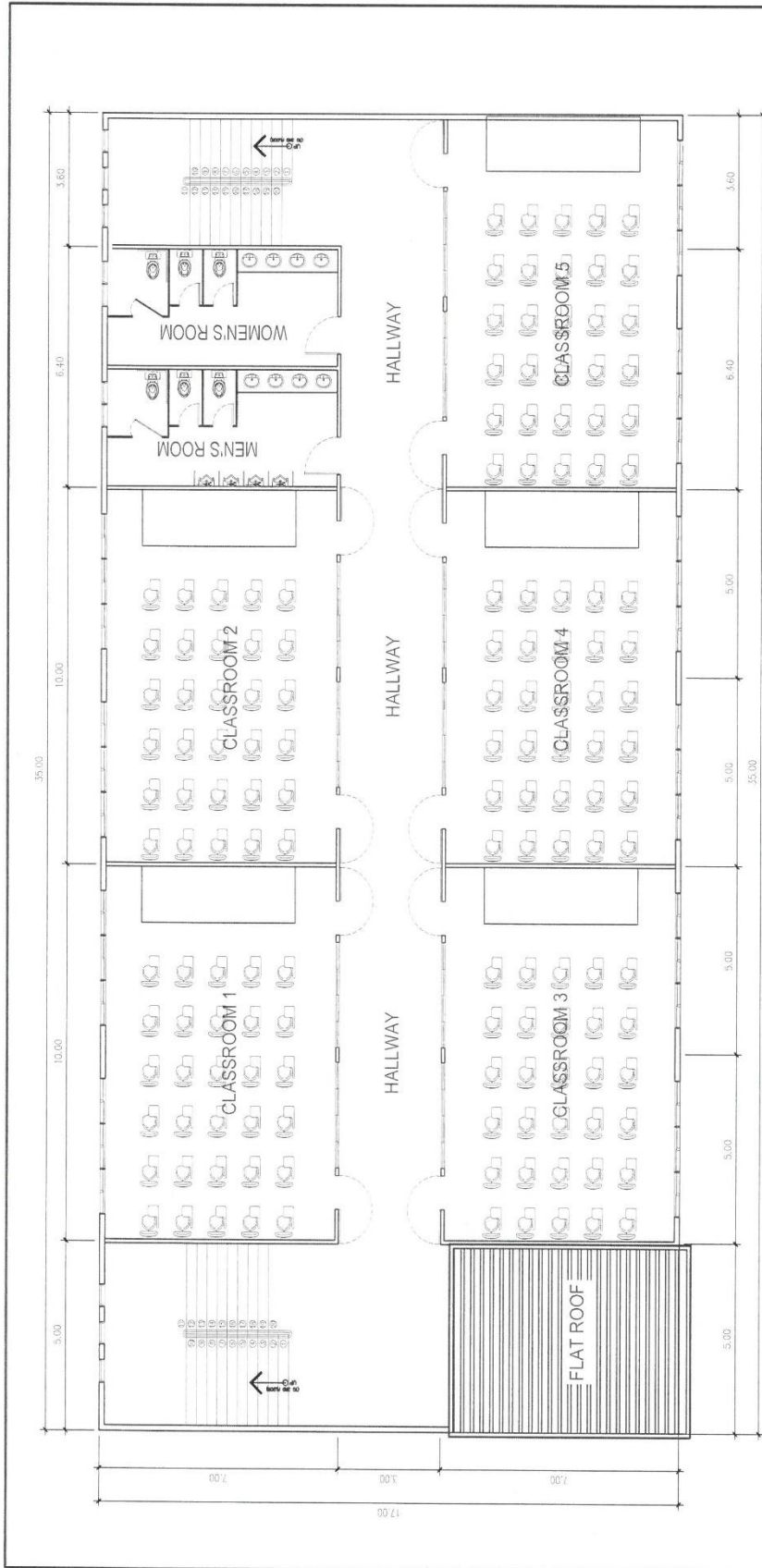
BASEMENT FLOOR PLAN
SCALE: 1:100 INT.

	RE-PSHS ENGR. ANTONIO P. ESCABARTE JR. RE-PSHS	PREPARED BY: 	CHECKED BY: 	RECOMMENDING APPROVAL: MILO S. SARDON FAD-CHIEF	APPROVED: 	SHEET NO.:
PROJECT TITLE: CONSTRUCTION OF ACADEMIC BUILDING III		RE-PSHS ENGR. SHARON T. PARASUTA RE-PSHS		ENGR. LOUIE C. JAMORA PAE, MSc. CAMPUS DIRECTOR		
REPUBLIC OF THE PHILIPPINES DEPARTMENT OF SCIENCE AND TECHNOLOGY PHILIPPINE SCIENCE HIGH SCHOOL ZAMBANGSA PENINSULA REGIONAL CAMPUS 8500/1 CORDON, DAVAO CITY, ZAMBANGSA DEL NORTE						



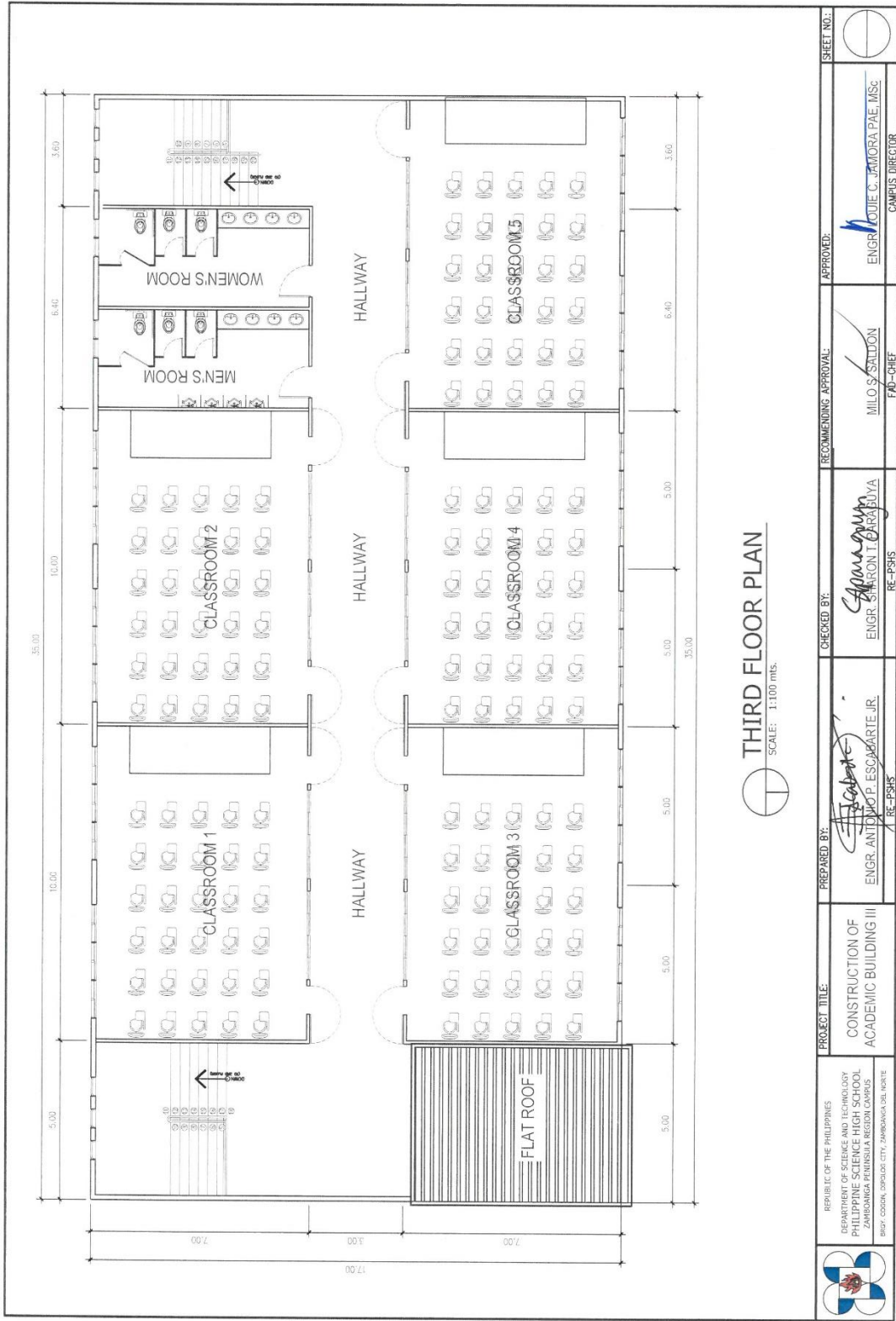

FIRST FLOOR PLAN
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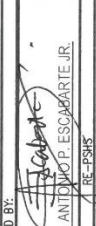

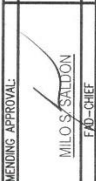
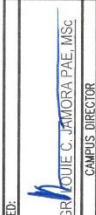
	REPUBLIC OF THE PHILIPPINES DEPARTMENT OF SCIENCE AND TECHNOLOGY PHILIPPINE SCIENCE HIGH SCHOOL ZAMBANGA PENINSULA REGION CAMPUS <small>BRDY' COCOY, DIPCULO, CITY, ZAMBANGA DEL NORTE</small>	PROJECT TITLE: CONSTRUCTION OF ACADEMIC BUILDING III	PREPARED BY:  ENGR. ANTONIO P. ESCAPARTE, JR. RE-PSHS	CHECKED BY:  ENGR. SHARON T. BARABUYA RE-PSHS	RECOMMENDING APPROVAL:  MILO S. SALDON FAD-CHIEF	APPROVED:  ENGR. LOUIE C. JAMORA, PAE, MSc CAMPUS DIRECTOR	SHEET NO.: 
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SECOND FLOOR PLAN
 SCALE: 1:100 mts.

	REPUBLIC OF THE PHILIPPINES DEPARTMENT OF SCIENCE AND TECHNOLOGY PHILIPPINE SCIENCE HIGH SCHOOL ZAMBONGA PENINSULA REGION CAMPUS <small>Bldg. 100EN, DIPHOLDO CITY, ZAMBONGA DEL NORTE</small>	PROJECT TITLE: CONSTRUCTION OF ACADEMIC BUILDING III	PREPARED BY: ENGR. ANTHON P. ESCABATE JR. <small>RE-PSHS</small>	CHECKED BY: ENGR. SHARON I. BARABUYA <small>RE-PSHS</small>	RECOMMENDING APPROVAL: MILO S. ARDON <small>FAO-CHIEF</small>	APPROVED: ENGR. LOUIE C. JAWORA PAET MISC <small>CAMPUS DIRECTOR</small>	SHEET NO.:
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	PROJECT TITLE: CONSTRUCTION OF ACADEMIC BUILDING III	PREPARED BY:  ENGR. ANTONIO P. ESCOBAR JR. RE-PSHS	CHECKED BY:  ENGR. SAM RON T. CARASUYA RE-PSHS	RECOMMENDING APPROVAL:  MILO S. SALDON FPD-CHEF	APPROVED:  ENGR. LOUIE C. JAMORA PAE, MSc CAMPUS DIRECTOR	SHEET NO.:
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Section VIII. Bill of Quantities

***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);
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, 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**
- (k) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (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 Quarter and/or Payment Schedule.

