PHILIPPINE BIDDING DOCUMENTS

Procurement of the Construction of Dormitory Building III (Male) (Rebid)

Philippine Science High School-Zamboanga Peninsula Region Campus

Government of the Republic of the Philippines

Sixth Edition July 2020

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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



Republic of the Philippines Department of Science and Technology **PHILIPPINE SCIENCE HIGH SCHOOL–ZAMBOANGA PENINSULA REGION CAMPUS** Cogon, Dipolog City

Invitation to Bid for the Procurement of the Construction of Dormitory Building III (Male) (Rebid)

- The Philippine Science High School Zamboanga Region Campus (PSHS-ZRC) through the FY 2021 General Appropriations Act (GAA) intends to apply the sum of TWENTY MILLION PESOS (₱20,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the project Procurement of the Construction of Dormitory Building III (Male) (Rebid). 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 **Two Hundred Ninety (290) 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 inspectthe 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 starting February 4, 2022 to February 28, 2022 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 bidding documents to the BAC Secretariat at the address given below.
- 6. The PSHS-ZRC will hold a **Pre-Bid Conference on February 16, 2022, 10:00 a.m.** at the **Lobby of the Dormitory Building I of PSHS-ZRC**, and through video conferencing via Google Meet or Zoom, which shall be open to prospective bidders.
- Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission, or (iii) both on February 28, 2022, on or before 10:00 in the morning. 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.
- Bid opening shall be on February 28, 2022 at 10:01 in the morning at the Lobby of the Dormitory Building I of PSHS-ZRC. 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:

RRYAM A. JARALVE BAC Secretariat Infrastructure Projects

SMT Office PSHS-ZRC, Cogon, Dipolog City rajaralve@zrc.pshs.edu.ph Messenger: Rryam A. Jaralve

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/

(SGD.) EUNEY B. GUIA-ALCAREZ

Chairperson, BAC for Infrastructure

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PSHS-ZRC invites Bids for the **Procurement of the Construction of Dormitory Building III (Male) (Rebid)** with Project Identification Number 2022-01-31-01.

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 **TWETY MILLION PESOS (#20,000,000.00)**

2.2. The source of funding NGA, the General Appropriations Act.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.
 - a. The Procuring Entity has prescribed that subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or

workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 **three (3) copies** 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 Procurement of the Construction of Dormitory Building III (Male) (Rebid).
7.1	Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed fifty percent (50%) of the contracted Works.
10.3	No additional requirement.
10.4	The key personnel must meet the required minimum years of experience set below:
	Key Personnel General Experience Relevant Experience
	CONSTRUCTION PERSONNEL
	The key professionals and the respective qualifications of the CONSTRUCTION PERSONNEL shall be as follows:
	A. Project Manager The Project Manager shall be a licensed architect or engineer with at least three (3) years relevant experience on similar and comparable projects in different locations. The Project Manager shall 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 engineer or architect with at least three (3) 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 three (3) 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 duly-licensed with at least three (3) years of experience in similar and comparable projects in the installation of lighting, power distribution, communication systems, building management systems.

E. Electronics Engineer

The Electronics Engineer must be a registered 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.

F. Mechanical Engineer

The Mechanical Engineer must be duly-licensed with at least three (3) years of experience in similar and comparable projects in Waste Water Management Systems and preferably knowledgeable in emergent, alternative effluent collection and treatment systems.

G. Sanitary Engineer or Master Plumber

The Sanitary Engineer or Master Plumber must be duly-licensed with at least three (3) years of experience in similar and comparable projects in Drainage Systems and Waste Water Management Systems and preferably knowledgeable in emergent, alternative effluent collection and treatment systems.

H. Foreman

The Foreman must have at least three (3) years of experience in similar and comparable projects and shall preferably be knowledgeable in Drainage Systems and Waste Water Management Systems, and emergent, alternative effluent collection and treatment systems.

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).

The above key personnel listed are required. The **CONTRACTOR** may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Construction Services, as stipulated in this Scope of Work, for the PROJECT. Prospective bidders shall attach each individual's resume and PRC license (if applicable), proof of qualifications, and related documents as necessary.

10.5	The minimum major equipment requirements are the following:
	Equipment Capacity Number of Units
12	 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. Importance shall be made on the following criteria: Cost-saving, measured on a per square meter average figure Time-saving in design and construction duration, measured using the HOPE approved PERT-CPM of the project. Operational efficiency to take advantage of natural lighting and ventilation in some areas and use of efficient toilet. It shall be submitted following the requirements found in the attached Scope of Works of the aforesaid project.
15.1	 The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than Four Hundred Thousand Pesos (P 400,000.00), 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 One Million Pesos (P 1,000,000.00), if bid security is in Surety Bond.
19.2	Partial bids is not allowed.
20	List of licenses and permits relevant of the project is indicated in the Scopeof Works for the Procurement of the Construction of Dormitory Building III (Male) (Rebid) .

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.
	schedding.

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	Completion of works shall be within 290 calendar days
4.1	Expected period shall not exceed Two Hundred Ninety (290) calendar days from the date of the issuance of the Notice to Proceed (NTP)
6	None
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 fourteen (14) 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 shall not exceed 15% of the total contract price and schedule of payment.
14	Materials and equipment delivered on the site and not completely put in place or used in the project shall not 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 upon completion of the project.
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 as required in the IRR of RA 9184.

Section VI. Specifications

PROJECT DESCRIPTION AND LOCATION

The **Construction of Dormitory Building III (Male) (Rebid)-Phase II** of the PSHS–ZRC in Brgy. Cogon, Dipolog City is located across the Dormitory Building I and adjacent to the Dormitory Building II. The second phase shall follow the design made in the first phase but design improvements can also be effected as maybe decided with and approved by the head of the procuring entity.

The project has an ABC of **TWENTY MILLION PESOS (₱20,000,000.00)**, inclusive of all taxes and applicable permits, licenses and clearance required for the second phase of the project.

Figure 1 below shows the conceptual completion of the first phase of the project and where the second phase leads off.

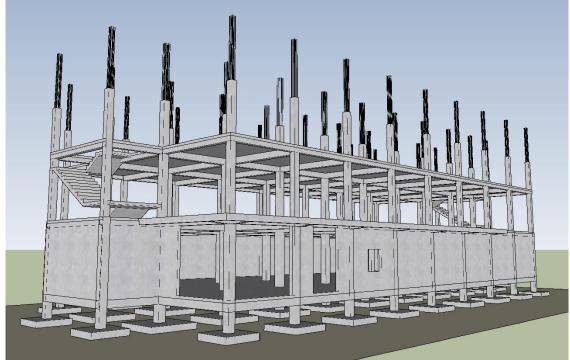


Fig. 1 Conceptual Completion of Phase 1

I. SCOPE OF WORKS

The bidder shall prepare and submit:

• Bill of Quantities (BOQ) and Detailed Cost Estimates of the scope of work of Phase 2 based on the given quantity of the items and from the attached set of plans.

Note:

- The labor component of the cost estimates shall follow the ranges provided in the latest wage order of DOLE Region IX.
- Units in lots/Lump sums in the BOQ shall be provided with itemized breakdown of the materials and their corresponding unit costs in the Detailed Cost Estimates.

ITEM NO.	DESCRIPTION	QTY	UNIT	DELINEATION OF WORK /ANNOTATIONS
	GENERAL REQUIREMENTS/DESIGN SERVICES			
A.1	Mobilization / Demobilization	1.00	lot	
A.2	Temporary Facilities and Project Bill Board	1.00	lot	
A.3	Construction Safety and Health	1.00	lot	PPEs for Construction, Medicines, and Others
A.4	Permits and Clearances	1.00	lot	 a) Certificate of Occupancy (For occupancy on Upper Ground Floor and Second Floor) b) Fire Safety Inspection Certificate c) All other necessary documents required by the procuring entity related to this phase
PART B.	CONCRETE WORKS			
B.1	Column	17.50	cu.m	The column concreting begins at the 2/3 section of the column from the 2nd floor top slab. (See attached Structural Plan)
B.2	Suspended Slab	70.00	cu.m	Third Floor Slab (See attached Structural Plan)
B.3	Beams/Girders	58.00	cu.m	-Third Floor beams/girders -Roof Beams (See attached Structural Plan)
B.4	RC gutter	10.00	cu.m.	With waterproofing (See attached Structural Plan)
B.5	Stairs/Ramp/Canopy	30.00	cu.m.	(See attached Structural Plan)
PART C.	REBAR WORKS (Def Bars Grade 40)	23,497.73	kgs	
PART D.	FORMWORKS AND FALSEWORKS	1,132.60	sq.m.	Formwork material shall be phenolic board. It shall be considered in the costing and that such material shall be usable up to three (3) times during the construction. Cost for falseworks or steel scaffoldings shall be as for RENTAL of these items only.
PART E.	MASONRY WORKS			
E.1	CHB (Including Reinforcing Steel)			
E.1.1	CHB (Including Reinforcing Steel) (Lower Ground Floor)	68.52	sq.m.	4" CHB (See attached Structural Plan for CHB Piling Details)
E.1.2	CHB (Including Reinforcing Steel) (Upper Ground Floor)	541.97	sq.m.	4" CHB (See attached Structural Plan for CHB Piling Details)
E.1.3	CHB (Including Reinforcing Steel) (Second Floor)	931.90 32	sq.m.	4" CHB (See attached Structural Plan for CHB Piling

				Details)
	Interior Plastering (Wall,			
E.2	Columns, Beams)			
	Interior Plastering (Upper			Rough Finish
E.2.1	Ground Floor)	876.24	sq.m.	i kougi i i iion
E.2.2	Interior Plastering (Second Floor)	1,616.61	sq.m.	Rough Finish
E.3	Exterior Plastering (Wall, Columns, Beams)		• • • • •	
E.3.1	Exterior Plastering (Upper Ground Floor)	395.06	sq.m.	Rough Finish
E.3.2	Exterior Plastering (Second Floor)	316.44	sq.m.	Rough Finish
E.4	Parapet (6" CHB) with Plaster, Reinf. Bars and waterproofing	194.82	sq.m.	Smooth Finish with waterproofing
E.5	Shafting (4" CHB) with Plaster and Reinf. Bars	291.2	sq.m.	 Lower Ground Floor Smooth Finish Upper Ground Floor Smooth Finish Second Floor
PART F.	ROOF WORKS			
F.1	Roof Framing	1.00	lot	(See attached Structural Plan for Roof Framing, Truss Details)
F.2	Pre-painted Roofing	1.00	lot	 GA 24 Pre-painted & Long- span Rib-Type Roofing Sheets (Same color as Dorm 1& 2) GA 24 Pre-form & Pre-painted Ridge Roll GA 24 Pre-form & Pre-painted Wall Flashing & Cupping (Same on both side)
PART G.	ARCHITECTURAL FINISHES			
G.1	Doors and Windows			
G.1.1	Doors and Windows (Upper Ground Floor)	1.00	lot	Provision and Installation (See attached Architectural Plan for Schedule of Doors and Windows attached)
G.1.2	Doors and Windows (Second Floor)	1.00	lot	Provision and Installation (See attached Architectural Plan for Schedule of Doors and Windows attached)
G.2	Tile Works			
G.2.1	Tile Works (Upper Ground Floor)	558.24	sq.m.	 0.60m x 0.60m Porcelain Tiles 0.30m x 0.30m Non-skid Porcelain Tiles (Bathroom/Toilet) 0.30m x 0.60m Wall Tiles (Up to Toilet Partition's Height)
G.2.2	Tile Works (Second Floor)	648.37	sq.m.	 ♦ 0.60m x 0.60m Porcelain Tiles
0.2.2		010107	99000	

G.3. G.3.1	Ceiling Works Ceiling Works (Upper Ground Floor)	501.92	sq.m.	 0.30m x 0.30m Non-skid Porcelain Tiles (Bathroom/Toilet) 0.30m x 0.60m Wall Tiles (Up to Toilet Partition's Height) Fiber Cement Board 4' x 8' x 3/16" thk PVC Laminated Panel Board (250mm x 8mm x 2.95m) (See attached Architectural Plan for Ceiling Details for Specific Design)
G.3.2	Ceiling Works (Second Floor)	501.92	sq.m.	 Fiber Cement Board 4' x 8' x 3/16" thk PVC Laminated Panel Board (250mm x 8mm x 2.95m) (See attached Architectural Plan for Ceiling Details for Specific Design)
G.4	Railings and Handrails	1.00	lot	 STAIRS 2" x 3" Wooden Handrail (Glossy Polyurethane finish) 2" x 1/2" thk x 6m Flat Bar Vertical Frame (Applied with zinc chromate primer then painted with Glossy Black Finish) 1 1/2" x 3/16" thk x 6m Flat Bar Horizontal Frame (Applied with zinc chromate primer then painted with Glossy Black Finish) RAMP 2" Ø x 6m Stainless Steel Railing
G.5.	Carpentry Works			
G.5.1	Carpentry Works (Toilet Partition)	1.00	lot	Phenolic compact laminate Partition 3/4" x 5' x 6' with coat hook on each cubicle
G.5.2	Carpentry Works (Kitchen Cabinetry)	1.00	lot	Designed with overhead cabinets and cabinets below the sink (Use 1/2" thk Plywood)(Painted)
	PAINTING WORKS			
H.1 H.1.1	Interior Paint Interior Paint (Upper Ground Floor)	949.04	sq.m.	All interior paint should be Glossy White
H.I.2	Interior Paint (Second Floor)	1,689.41	sq.m.	All interior paint should be Glossy White
H.2	Ceiling Paint			

H.2.1	Ceiling Paint (Upper Ground Floor)	501.92	sq.m.	All interior paint should be Glossy White
H.2.2	Ceiling Paint (Second Floor)	501.92	sq.m.	All interior paint should be Glossy White
PART I.	PLUMBING WORKS			
I.1	Septic Tank	1.00	lot	(See attached Plumbing Plan for Septic Tank Details)
I.2	Rainwater Tank	1.00	lot	Apply interior waterproofing (See attached Plumbing for Rainwater Tank Details)
I.3	Potable Cistern Tank	1.00	lot	Apply interior waterproofing (See attached Plumbing Plan for Cistern Tank Details)
I.4	Plumbing Fixtures			
I.4.1	Plumbing Fixtures (Upper Ground Floor)	1.00	lot	 Water Closet with complete accessories (e.g., bidet and tissue holder; install handrails in PWD comfort Room); See Annex "A" for the sample unit. Urinal Set (Flush valve above) with complete accessories; See Annex "A" for the sample unit. Lavatory with complete accessories; See Annex "A" for the sample unit. Shower Head and Double Towel Bar; See Annex "A" for the sample unit. Floor Drain (Ensure that the floor slope should be directed to the floor drain) Note: Install necessary sanitary fittings (e.g., P-trap) to all plumbing fixtures to prevent bad odor from leaking.
I.4.2	Plumbing Fixtures (Second Floor)	1.00	lot	 Water Closet with complete accessories (e.g., bidet and tissue holder; install handrails in PWD comfort Room); See Annex "A" for the sample unit. Urinal Set (Flush valve above) with complete accessories; See Annex "A" for the sample unit. Lavatory with complete accessories; See Annex "A" for the sample unit. Shower Head and Double Towel Bar; See Annex "A" for the sample unit. Floor Drain (Ensure that the floor slope is directed towards the floor drain)

I.5	Sanitary and Waterline	1.00	lot	 Note: Install necessary sanitary fittings (e.g., P-trap) to all plumbing fixtures to prevent bad odor from leaking. See attached Plumbing Plan for Waterline and Sanitary Layout. Provide a separate Waterline distribution for flushing of the water closet and separate Waterline distribution for shower, faucets and others. Lower Ground Floor Completed Sanitary and Waterline provided with an end cap for the absence of fixtures or for future connections. Upper Ground Floor Completed Sanitary and Waterline (Fully Functional). Second Floor Completed Sanitary and Waterline (Fully Functional). Second Floor Completed Sanitary and Waterline (Fully Functional). Second Floor Completed Sanitary and Waterline embedded on Slab or Column provided with an end cap for the absence of fixtures or for future connections. Note: Provision and installation of the following. (See attached Plumbing Plan for waterline Diagram). Two (2) units of 2100 Liters Capacity Stainless Steel Tank. Two (2) sets of 2.0HP Booster Pump. One (1) sets of 1.0 HP Booster Pump. Two (sets) of 2.0 HP Transfer Pump.
PART J.	ELECTRICAL AND AUXILIARY WORKS			
J.1	Wires, Conduits, Boxes, and Conduit; ROUGH-INS for Auxiliary Systems	1.00	lot	 (See attached Electrical Plan for Electrical Line Layout) ◆ Lower Ground Floor Wires (Lighting & Power); Conduits; Boxes

				 Rough-ins only for Auxiliary Systems Upper Ground Floor Wires (Lighting & Power); Conduits; Boxes (Fully Functional) Rough-ins only for Auxiliary Systems Second Floor Wires (Lighting & Power); Conduits; Boxes (Fully Functional) Rough-ins only for Auxiliary Systems Second Floor Wires (Lighting & Power); Conduits; Boxes (Fully Functional) Rough-ins only for Auxiliary Systems Third Floor Applicable Rough-ins embedded on Slab and Column for Lighting, Power, Fans, and Auxiliary Systems for the Lobby and Rooms.
J.2	Panel Boards and Circuit Breakers	1.00	lot	(See attached Electrical Plan for Electrical Line Diagram)
J.3	Electrical Fixtures (Outlets, Lightings & Accessories)			
J.3.1	Electrical Fixtures (Upper Ground Floor)	1.00	lot	Provision and Installation (Fully Functional)
J.3.2	Electrical Fixtures (Second Floor)	1.00	lot	Provision and Installation (Fully Functional)
J.4	Air-conditioning System w/ Accessories	3.00	sets	Provision and Installation (Fully Functional) of Split Type (1.5 T.R.) AIRCON w/ Accessories Upper Ground Floor Only 1. Manager's Room 2. Office 3. Computer Room
J.5	Ceiling Fan System	30.00	sets	 Provision and Installation (Fully Functional) of three-blade decorative ceiling fan. Specific design shall be verified before provision. See attached Electrical Plan for Ceiling Fan Layout for their locations; See Annex "A" for the sample unit. Upper Ground Floor Fourteen (14) sets of three-blade decorative ceiling fan. Second Floor Sixteen (16) sets of three-blade decorative ceiling fan.

PART K. FIRE SPRINKLER SYSTEM	1.00	lot	 Design and installation of the system shall be in accordance with NFPA 13. Lower Ground Floor Stand Pipe Only that shall be provided with an applicable end cap for future piping distribution. Upper Ground Floor Fully Functional Fire Sprinkler System Second Floor
PART L. MECHANICAL WORKS – Centralized Exhaust System	1.00	lot	 Upper Ground Floor Fully Functional Centralized Exhaust System Second Floor Fully Functional Centralized Exhaust System

The design and construction implementation of the project shall supplement the specifications found in the attached set of plans. Otherwise, if not specified, always refer to the standards set forth by the National Building Code of the Philippines (R.A. 6541); Civil Engineering Law (R.A. 544); National Plumbing Code of the Philippines (NPCP); Philippine Electrical Code; Fire Code of the Philippines, and other laws and regulations covering environmental concerns and local ordinances and regulations

Note:

The CONTRACTOR shall pay for the installation of/acquisition of connections for electricity and water and the monthly bills for these during the construction phase.

Section VII. Drawings

(Please refer to the attachments) Annex A, Architectural Plan, Electrical Plan, Mechanical Plan, Plumbing Plan, Structural Plan

Section VIII. Bill of Quantities

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
	GENERAL REQUIREMENTS/DESIGN SERVICES				
A.1	Mobilization / Demobilization	1.00	lot		
A.2	Temporary Facilities and Project Bill Board	1.00	lot		
A.3	Construction Safety and Health	1.00	lot		
A.4	Permits and Clearances	1.00	lot		
PART B.					
B.1	Column	17.50	cu.m		
B.2	Suspended Slab	70.00	cu.m		
B.3	Beams/Girders	58.00	cu.m		
B.4	RC gutter	10.00	cu.m.		
B.5	Stairs/Ramp/Canopy	30.00	cu.m.		
PART C.	REBAR WORKS (Def Bars Grade 40)	23,497.73	kgs		
PART D.	FORMWORKS AND FALSEWORKS	1,132.60	sq.m.		
PART E.	MASONRY WORKS				
E.1	CHB (Including Reinforcing Steel)				
E.1.1	CHB (Including Reinforcing Steel) (Lower Ground Floor)	68.52	sq.m.		
E.1.2	CHB (Including Reinforcing Steel) (Upper Ground Floor)	541.97	sq.m.		
E.1.3	CHB (Including Reinforcing Steel) (Second Floor)	931.90	sq.m.		
E.2	Interior Plastering (Wall, Columns, Beams)				
E.2.1	Interior Plastering (Upper Ground Floor)	876.24	sq.m.		
E.2.2	Interior Plastering (Second Floor)	1,616.61	sq.m.		
E.3	Exterior Plastering (Wall, Columns, Beams)				
E.3.1	Exterior Plastering (Upper Ground Floor)	395.06	sq.m.		
E.3.2	Exterior Plastering (Second Floor)	316.44	sq.m.		
E.4	Parapet (6" CHB) with Plaster, Reinf. Bars and waterproofing	194.82	sq.m.		
E.5	Shafting (4" CHB) with Plaster and Reinf. Bars	291.2	sq.m.		
PART F.	ROOF WORKS				
F.1	Roof Framing	1.00	lot		
F.2	Pre-painted Roofing	1.00	lot		
PART G.	ARCHITECTURAL FINISHES				

G.1	Doors and Windows				
	Doors and Windows (Upper				
G.1.1	Ground Floor)	1.00	lot		
	Doors and Windows (Second Floor)	1.00	lot		
G.2	Tile Works				
G.2.1	Tile Works (Upper Ground Floor)	558.24	sq.m.	*	*
	Tile Works (Second Floor)	648.37	sq.m.	*	*
G.3.	Ceiling Works				
G.3.1	Ceiling Works (Upper Ground Floor)	501.92	sq.m.		
G.3.2	Ceiling Works (Second Floor)	501.92	sq.m.		
G.4	Railings and Handrails	1.00	lot	*	*
G.5.	Carpentry Works				
G.5.1	Carpentry Works (Toilet Partition)	1.00	lot		
G.5.2	Carpentry Works (Kitchen Cabinetry)	1.00	lot		
PART H.	PAINTING WORKS				
H.1	Interior Paint				
H.1.1	Interior Paint (Upper Ground Floor)	949.04	sq.m.		
H.1.2	Interior Paint (Second Floor)	1,689.41	sq.m.		
H.2	Ceiling Paint				
H.2.1	Ceiling Paint (Upper Ground Floor)	501.92	sq.m.		
H.2.2	Ceiling Paint (Second Floor)	501.92	sq.m.		
PART I.	PLUMBING WORKS				
I.1	Septic Tank	1.00	lot		
I.2	Rainwater Tank	1.00	lot		
I.3	Potable Cistern Tank	1.00	lot		
I.4	Plumbing Fixtures				
I.4.1	Plumbing Fixtures (Upper Ground Floor)	1.00	lot		
I.4.2	Plumbing Fixtures (Second Floor)	1.00	lot		
I.5	Sanitary and Waterline	1.00	lot		
PART J.	ELECTRICAL AND				
PARTJ.	AUXILIARY WORKS				
J.1	Wires, Conduits, Boxes, and Conduit; ROUGH-INS for Auxiliary Systems	1.00	lot	-	-
J.2	Panel Boards and Circuit Breakers	1.00	lot		
J.3	Electrical Fixtures (Outlets, Lightings & Accessories)				
J.3.1	Electrical Fixtures (Upper Ground Floor)	1.00	lot		
J.3.2	Electrical Fixtures (Second Floor)	1.00	lot		
	Air-conditioning System w/	3.00	sets		

	Accessories			
J.5	Ceiling Fan System	30.00	sets	
PART K.	FIRE SPRINKLER SYSTEM	1.00	lot	
PART L.	MECHANICAL WORKS – Centralized Exhaust System	1.00	lot	

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

<u>or</u>

 (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;

and

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <u>and</u>
- □ (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;

Special PCAB License in case of Joint Ventures;

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

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

Class "B" Documents

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

<u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the 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 shee indicating the unit prices of construction materials, labor rates, an equipment rentals used in coming up with the Bid; <u>and</u>
- \Box (r) Cash Flow by Quarter.

