

# Dagupan City Water District

# Bidding Documents for the

# Proposed Renovation of Second Floor Motorpool Building at Dagupan City Water District, Tambac, Dagupan City

Sixth Edition July 2020

# Preface

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

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

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

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

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

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

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

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# Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

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

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

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

**GFI** – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

**LGUs** – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

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

Section I. Invitation to Bid



# Invitation to Bid for the Proposed Renovation of Second Floor Motorpool Building

- 1. The Dagupan City Water District, through the Approved Corporate Budget for the year 2024 intends to apply the sum of Two Million Six Hundred Fourteen Thousand Three Hundred Ten Pesos and 40 Centavos (Php 2,614,310.40) being the Approved Budget for the Contract (ABC) to payments under the contract for Proposed Renovation of Second Floor Motor Pool Building. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Dagupan City Water District now invites bids for the above Procurement Project. Completion of the Works is required 150 Calendar Days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from Dagupan City Water District Bids and Award Committee (BAC) and inspect the Bidding Documents at the address given below during office hours from Monday Friday 8:00 AM 5:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on **May 29, 2024** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
- The Dagupan City Water District will hold a Pre-Bid Conference on June 6, 2024 at 9:30 AM at Dagupan City Water District Board of Directors Room, Tambac District, Dagupan City, Pangasinan which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **June 18, 2024 at 2:00 PM**. Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 9. Bid opening shall be on **June 18, 2024 at 2:00 PM**. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

- 10. The Dagupan City Water District reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Ma. Steely Ann P. Raga BAC Secretariat DCWD Motorpool Building Dagupan City Water District Tambac District, Dagupan City Pangasinan Telephone no.: (075) 523-2741 Email address: dagcitywdbac@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents: www.dcwd.gov.ph

Issued this May 29, 2024

JASON G. ESTRADA Chairperson, Bids and Awards Committee

# Section II. Instructions to Bidders

# 1. Scope of Bid

The Procuring Entity, Dagupan City Water District invites Bids for the Proposed Renovation of Second Floor Motor Pool, with Project Identification Number **01-06-24**.

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 **Dagupan City Water District Approved Corporate Operating Budget for Calendar Year 2024** in the amount of **Two Million Six Hundred Fourteen Thousand**, **Three Hundred Ten Pesos and 40 Centavos (Php. 2,614,310.40).**
- 2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget.

# **3. Bidding Requirements**

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

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

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

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

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

# 5. Eligible Bidders

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

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

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

# 6. Origin of Associated Goods

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

# 7. Subcontracts

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

The Procuring Entity has prescribed that:

#### a. Subcontracting is not allowed.

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

# 8. **Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at the Dagupan City Water District Board of Directors Room, Tambac District, Dagupan City 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 special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section IX. Checklist of Technical and Financial Documents.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

# **12.** Alternative Bids

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

# 13. Bid Prices

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

# 14. Bid and Payment Currencies

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

# 15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **120 calendar days**. 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 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

#### 20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR

Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

# 21. Signing of the Contract

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

Section III. Bid Data Sheet

#### **ITB Clause** 5.2 For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Any renovation and/or construction works of building or office 7.1 Subcontracting is not allowed 10.3 Valid and current PCAB License with license particulars: **Classification: General Engineering** Category : D **Registration Particulars:** Kinds of Project: Building Respective Size : SMALL B 10.4 The key personnel must meet the required minimum years of experience set below: **Key Personnel** General Experience **Relevant Experience** Project Manager 5years 3years Project Engineer **5**years **3**years Foreman 5 years **3**years The minimum major equipment requirements are the following: 10.5 Equipment Capacity Number of Units Electric hand drill 2 units 1 unit Jackhammer, electric Scaffolding 20 units Grinder/Tile cutter 2 units Circular saw 2units 12 Alternative bids shall not be accepted. 15.1 The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: The amount of not less than Php. 52,286.21, if bid security is in cash, a. cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit: The amount of not less than Php. 130,715.52, if bid security is in b. Surety Bond. Partial are not allowed. 19.2 20 Valid PCAB License: Small B License Category C & D 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 Scurve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

# **Bid Data Sheet**

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	No sectional completion dates.
4.1	The schedule of delivery of the possession of the site to the Contractor
	is within five (5) days after the acceptance of Notice to proceed.
6	The site investigation reports are:
	Please make actual inspection of site.
7.2	The warranty against structural defects/failures, except that occasioned-
	on force majeure, shall cover the period of <b>two (2) years</b> from the date of
	issuance of the Certificate of Final Acceptance.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring
	Entity's Representative within 5 (five) days of delivery of the Notice of
	Award.
11.2	The amount to be withheld for late submission of an updated Program of
	Work is [insert amount].
13	No further instruction.
14	Not allowed.
15.1	The date by which operating and maintenance manuals are required is
	[date]. Not Applicable.
	The date by which "as built" drawings are required is upon ten (10)
	calendar days after the date of physical completion.
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
	Ten Thousand Pesos (PhP 10,000.00).

Section VI. Specifications

#### I. BIDDING REQUIREMENTS

- 1.1. All eligibility documents shall conform to the requirements stipulated in the Republic Act 9184 & its Implementing Rules and Regulation.
- 1.2. For single contractor, PCAB LICENSE shall be at least Small B with License Category C & D for General Engineering/General Building
- 1.3. For Joint Venture bidders, the JV bidders shall submit a JVA in accordance with RA 4566 and its IRR. Each partner of the Joint Venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of RA 9184 & its IRR. The submission of Technical and financial eligibility documents by any of the joint venture partners constitute compliance: Provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and Audited Financial Statements.

#### II. GENERAL SPECIFICATIONS

- a. Procurement & Implementation of this Contract shall be in accordance with RA 9184.
- b. It is recommended that the bidder will conduct a site inspection at the DCWD Motorpool Building at Barangay Tambac, Dagupan City together with the DCWD's representative prior the bid preparation. This is to determine the extent of the scope of work.
- c. The winning bidder/contractor shall be liable for restoration on any damages occurred on the existing DCWD facilities as a result of the implementation of works thereon.
- d. Winning bidder/contractor shall provide the required manpower, tools, equipment, transport, and other necessary services required for the completion of the renovation works.
- e. Winning bidder/contractor shall supply the necessary materials, fittings, accessories, and furniture for the completion of item of works as specified in the BOQ.
- f. Permits (if necessary) are part of contractor's obligation. It is the sole responsibility of the winning bidder to coordinate with other concerned agency in securing the necessary permits.
- g. The DCWD has the right to stop the work if the ongoing activities are detrimental to the existing DCWD facilities.

#### III. TECHNICAL SPECIFICATIONS

The Contractor shall haul or move the furniture, equipment, and demolished materials from the Motorpool building (project site) to the destination which is to be determined by the DCWD Engineer to clear the site and shall return only the necessary items to its origin upon project completion. The construction process shall be done in full compliance with the approved plans and specifications. All items not specifically mentioned in the technical specifications listed below or noted on the plans but which are obviously necessary for the completion of the work shall be included.

#### 1/4" THICK FIBER CEMENT BOARD ON METAL FRAME DOUBLE WALL PARTITION

Double wall partition shall comprise of 2"x 3" x 1.2mm. thick Tubular Metal Stud. The double wall covering shall be 6mm. thick Fiber Cement Board riveted/screwed unto the metal stud frames.

#### FIBER CEMENT BOARD ON METAL FRAME CEILING

The specified ceiling board is Fiber Cement type having  $\frac{1}{4}$ " bare thickness and to be installed using  $\frac{1}{8}$ " blind rivet. The number of blind rivets to be installed shall be enough to carry the weight of the ceiling board.

#### **Ceiling Frames**

All carrying channels/hangers and ceiling joist are specified to be  $\frac{1}{2}$ " x 2" x 0.4mm (or higher) Aluminum Metal Furring fastened and joined with at least 1/8" blind rivets. Ceiling joist shall be constructed at 0.40-m spacing for both ways. Moreover, ceiling joist shall adopt and allow the installation of the proposed fixtures (if any) on the ceiling such as lighting casement, ceiling mounted air conditioners among others.

# 4" CONCRETE HOLLOW BLOCK (CHB) NON-LOAD BEARING (INCLUDING REINFORCING STEEL)

Masonry walls are specified to use 4" thick CHB (Concrete Hollow Blocks) and should correspond to the detailed plans/drawings provided.

Masonry units - each course shall be solidly bedded in Portland cement mortar. All units shall be damped when laid; units shall be showed into place not laid in full bed of un-furrowed mortar. All horizontal and verticals points shall be completely filled with mortar.

#### **CEMENT PLASTER FINISH**

Plastering Works requires minimum of 12mm. thickness with Class mixture of 1:3 for internal and external wall plastering (Cement and Fine Sand Ratio). This covers both sides of the walls having smooth surface finish ready for painting.

#### PLUMBING WORKS

Material's specifications such as sizes, materials and thickness and installation details shall conform with the provided detailed plans adhering to the National Plumbing Code of the Philippines. All plumbing installation shall be tested to ensure it is air and water tight.

#### **GRANITE TILES AND TRIMS**

All tiles shall be installed by competent tradesman and in accordance with the best practices of the trade. Comfort Room floors shall be of 600mm. x 600mm. Granite and walls shall be of 600mm. x 300mm. Granite tiles with application of 12mm floor topping before tile installation. Tile grout color shall conform to the color of granite tiles. Finished surfaces shall be produced in the true plans, free of damage, scratches, or otherwise faulty tile in all places solidly backed up and firmly secured.

All tiling work shall be laid out so that field or pattern is exactly centered on the area to preclude the use of tiles less than full size; do any cutting along edges of area. Joints of uniform standard width and in true alignment shall be maintained throughout; completely fill width grouting or pointing mortar and finish smooth and flush with tile. The contractor shall submit a sample to DCWD engineer for conformity before purchasing the tiles.

#### Granite Slab

Edges of the Granite slab shall be Full Bullnose or Half Bullnose. The granite slab must have smooth finish using polishing abrasives. The contractor shall consult to the DCWD engineer for conformity before purchasing the granite slab. The preferred color for granite is upon the discretion of the DCWD engineer.

#### FABRICATION OF OFFICE TABLES AND CABINETS

All office tables and cabinets are on site fabricated and its wood surface shall be painted with Quick Dry Enamel. Materials specifications and detailing shall be in accordance with the plans provided. All finishing materials should be of best quality.

#### Marine Plywood:

The plywood must have a solid surface without open defects. The Moisture content of the plywood must fall between 6% and 14%. The boards shall be equally sanded on both sides. The thickness shall be in accordance with the detailed engineering plan.

#### SUPPLY AND INSTALLATION OF DOORS WITH DOOR KNOB AND ACCESSORIES

This item of work consists of the supply and installation of doors with door knobs. All doors must be guaranteed against warping, twisting, and cracking. The contractor is obligated to replace entirely any or all defective doors.

#### **Aluminum Fixed Glass and Sliding Doors**

The frames shall be of Aluminum Frames with 6mm. thick Clear glass. Dimensions and Measurements, to verify at site.

#### PAINTING WORKS

#### **Concrete Surfaces**

For concrete surfaces, the initial application of concrete neutralizer is set to purposely clean and even the surface before applying paint. Solvent-based Acrylic Primer is then applied to the concrete surface. Body filler/ patching compound and Solvent based acrylic cast is then applied on cracks and uneven surfaces which will be then undergo abrasive polishing (sand paper). After the surface has been smoothen and free from dusts specks, solvent based acrylic primer is reapplied before the Semi-Gloss Solvent Based Acrylic paint is applied as final finish. When the surfaces are not fully covered or cannot be satisfactorily finished in the number of coats specified such preparatory coats and subsequent coats as may be required shall be applied to attain the desire evenness of the surface without any extra cost.

#### **Wood Surfaces**

Clean any wooden surface, making it free form dust and any other agent that makes the wooden surface unsmooth. Apply Enamel Primer to the surface by either roller or brush. Putty filler /Body Filler are then applied to bulges caused by rivets, screws, finishing nails and even joints. After which, abrasive polishing using sand paper is then treated making the surface even. Quick Drying Enamel (Semi-Gloss) will serve as the final coat of the wooden surface.

#### **Fiber Cement Board Surfaces**

Similar procedure to that of concrete surfaces is being applied to these types of surfaces except for the application of concrete neutralizer.

#### SUPPLY AND INSTALLATION OF PANELBOARD & ACCESSORIES

Diagram and other details for this item are provided in the engineering detailed plan. Materials to be used herein and the manner of installation shall be in accordance with the Philippine Electrical Code.

#### LIGHTINGS INSTALLATION

This item of work calls for the supply and installation of lighting connection such as installation of electrical wire with conduit, utility boxes, junction boxes, socket for fixtures, light fixtures as reflected in the detailed engineering plan, switches and other necessary fittings and accessories to complete this item.

Minimum technical specification of materials for wire & conduit and type of lighting fixtures such as bulb, fluorescent among others are provided in the detailed engineering plan.

The installation manner, the procedures and the standard dimensions shall be in compliance with the Philippine Electrical Code.

The contractor shall seek first approval from DCWD Engineer prior the installation of any electrical fixtures.

#### **POWER OUTLET INSTALLATION**

This item consists of supply and installation of electrical wire with conduit, outlet with complete accessories, junction boxes, utility boxes flowing the electrical diagram in the detailed engineering plan.

Minimum technical specification of materials for wire & conduit and power outlet are stipulated in the detailed engineering plan. Installation method and dimensions shall be in accordance with Philippine Electrical Code.

#### SUPPLY AND RE-INSTALLATION OF LAN CABLE CONNECTION

This item of work covers the supply and re-installation of cables, cable tray and other accessories. The materials and accessories, and installation method shall be in accordance with the Philippine Electronic Code and Philippine Electrical Code. The contractor shall test all system after the installation for proper operational conditions.



TERMS OF REFERENCE

Project Title:

PROPOSED RENOVATION OF 2ND FLOOR MOTORPOOL BUILDING

Location:

DCWD MOTORPOOL BUILDING, TAMBAC DISTRICT, DAGUPAN CITY

#### I. INTRODUCTION

The Dagupan City Water District is a government-owned and controlled corporation that exists to monitor its JV Partner, PAMANA WATER, to ensure quality service within Dagupan City. To ensure uninterrupted and efficient work service, we would like to take advantage of the opportunity to renovate the workstation/office space into a minimalist space with more storage for DCWD's documents to deliver professionalism and quality services to clients. This office was designed with unique interiors, furniture, and fixtures.

#### **II. PROJECT OBJECTIVES**

The proposed renovation's purpose is to utilize the space for the employees and to add more file storage for DCWD. In addition to providing areas for workers to work, we also need to foster an atmosphere of group creativity, productivity, and wellbeing.

#### **III. SCOPE OF WORK**

- 1. Demolition Works
  - 1.1 Existing Ceiling
  - 1.2 Comfort Rooms
  - 1.3 Partition Walls
- 2. Provision for additional storage room for DCWD's files, with hardiflex in all sides with folding ladder for the attic.
- 3. Rehabilitate existing comfort rooms that include the following:
  - 3.1 Replacement of floor tiles
  - 3.2 Replacement of wall tiles
  - 3.3 Plumbing and Sanitation works
  - 3.4 Supply and installation of other fixtures and accessories like urinal, cubicles, lavatory sinks, mirrors and water closets.

TOR 1 of 3

New Administrative Building, Tambac District, Dagupan City Tel.: 653-1100; 653-2229; 653-2211; 653-2049; 653-2588; 653-2829; Telefax: 522-0050

# DAGUPAN CITY WATER DISTRICT DYCIDY/CITY/WATER DISTRICT

- 4. Supply and installation of WPC Panels and DCWD logo in the receiving area/waiting lounge.
- 5. Painting and repainting work in the entire area.
- 6. Electrical works must be provided/supplied by the contractor:
  - Supply and installation of pin lights including wires/cables, switches, convenience outlets, circuit breakers and exhaust fans needed for the total renovated area.
- 7. IT System:
  - Relocation of Data Base
  - · Supply and installation of Utp Cables-Cmd, Finance, Gsd & Hr area
- 8. Supply/Fabrication and Installation of cabinets and office tables
- 9. Provision of fixed glass and sliding doors before entering in the workstation area and installation of 4 units of solid wooden doors.
- 10. Supply of three-seater sofa, 8 units of side chairs for Division heads and 19 units of office chairs.
- 11. Labor and supervision; manpower to be assigned should have the proper license/s.
- 12. Rectification of 1<sup>st</sup> floor existing ceiling (Demolition/Replacement of existing ceiling affected by the renovated 2<sup>nd</sup> floor comfort room)
- 13. Installation of spandrel for the ceiling (outside part of the building)

#### IV. PREMISES: TURN OVER

The contractor turn-over must be complete, and the premises must be cleaned and free of debris. All furniture must be in accordance with specifications.

#### **V. METHODS OF WORK PERFORMANCE**

The contractor then proceeds with the execution of the work called for in the proposal, which shall be completed approximately within (150) calendar days or as circumstances and the availability of materials and labor permit.

The contractor shall establish a scheme whereby the regular work of DCWD employees will not be impeded during the project's construction progress.

#### VI. PAYMENTS

Payments shall be in accordance with the Bidding Documents R.A. 9184 and/or Progress Billing in proper/standard form by DCWD.

TOR 2 of 3

New Administrative Building, Tambac District, Dagupan City Tel.: 653-1100; 653-2229; 653-2211; 653-2049; 653-2588; 653-2829; Telefax: 522-0050



Progress billing payments shall be released upon the approval from the DCWD's Board of Directors.

#### VII. GUARANTEE/WARRANTY

Any discovered defects either on material/s and/or construction method/s during the one (1) year Defects Liability Period/Warranty Period shall be repaired/replaced by the Contractor otherwise WD may do the repair/replacement works or assign to other Contractor/Supplier. All repair/replacement expenses are chargeable to the Contractor.

#### VIII. APPROVED BUDGET COST

Our office has an approved budget of TWO MILLION SIX HUNDRED FOURTEEN THOUSAND THREE HUNDRED TEN AND FORTY CENTS (₱ 2,614,310.40) for this contract.

**Prepared By:** 

ENGR. HIDE AKI I. SAKAMOTO Water/Sewerage Maintenance Man A

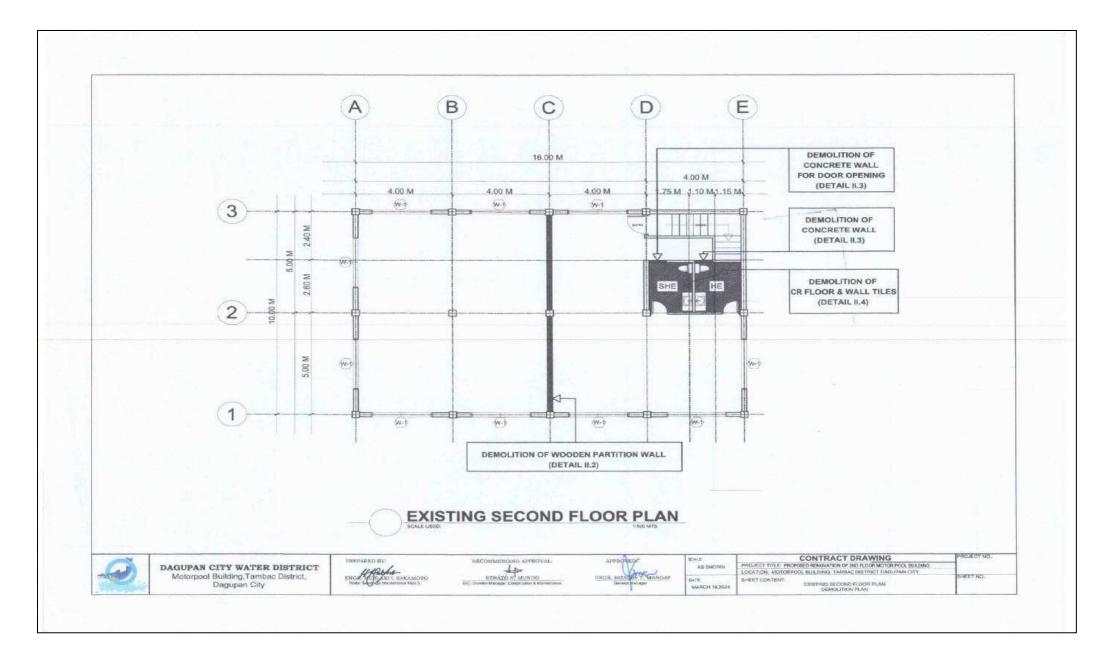
Approved By:

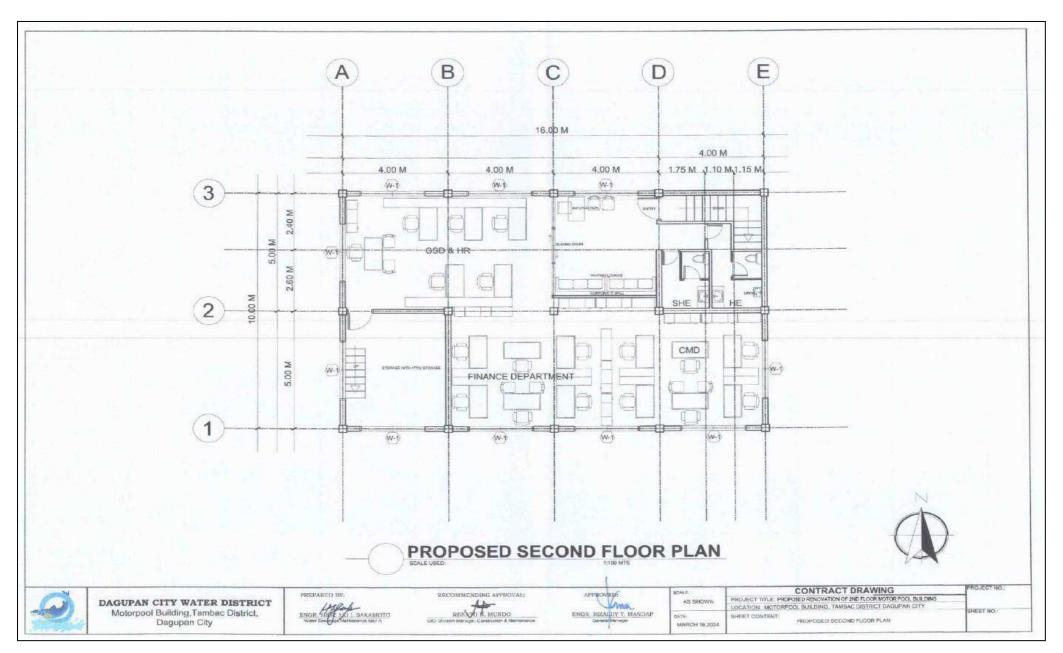
ENGR. RIZALDY T. MANDAP General Manager Checked By:

**RENATO N. MUNDO** OIC – Construction & Maintenance Division

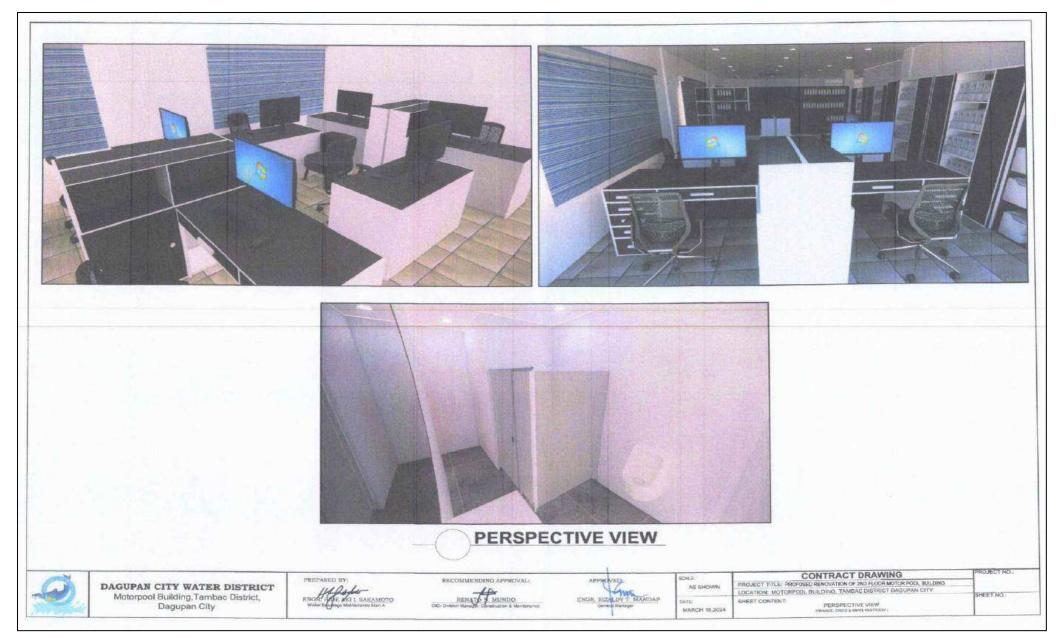
TOR 3 of 3

New Administrative Building, Tambac District, Dagupan City Tel.: 653-1100; 653-2229; 653-2211; 653-2049; 653-2588; 653-2829; Telefax: 522-0050 Section VII. Drawings

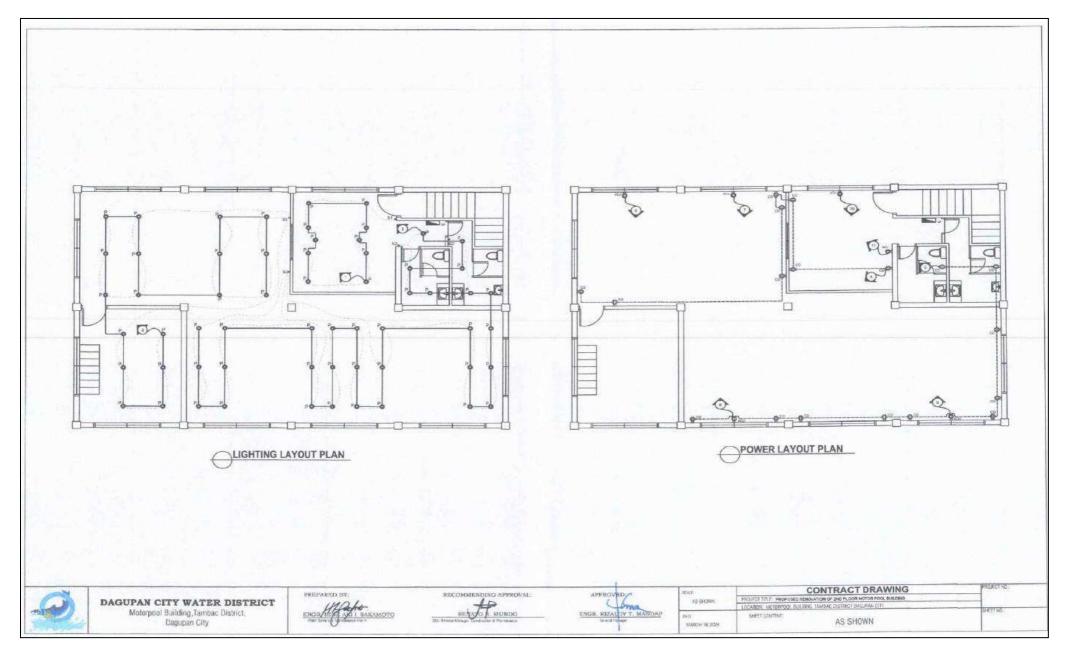


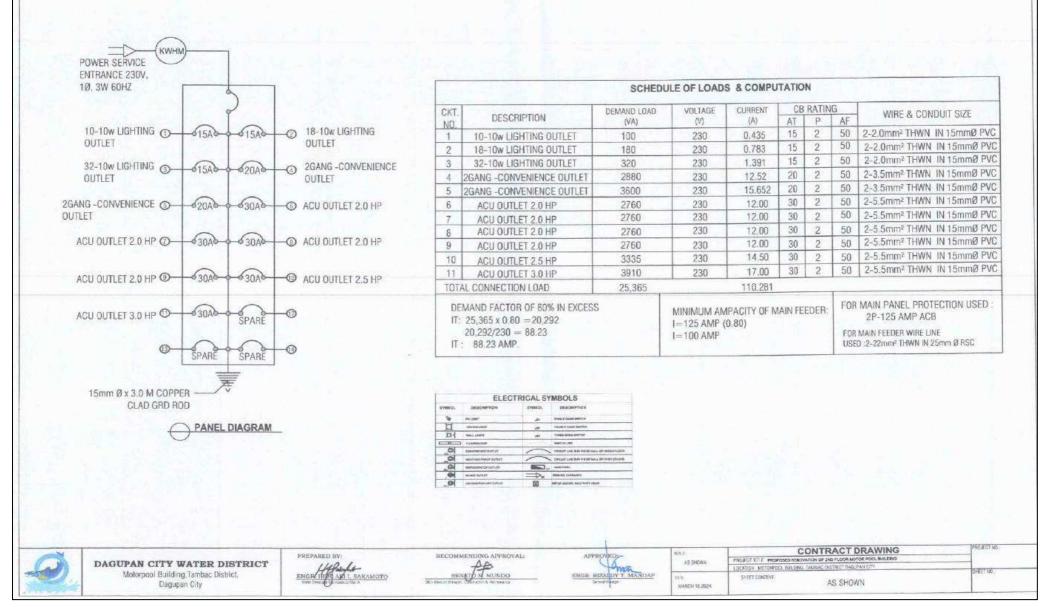


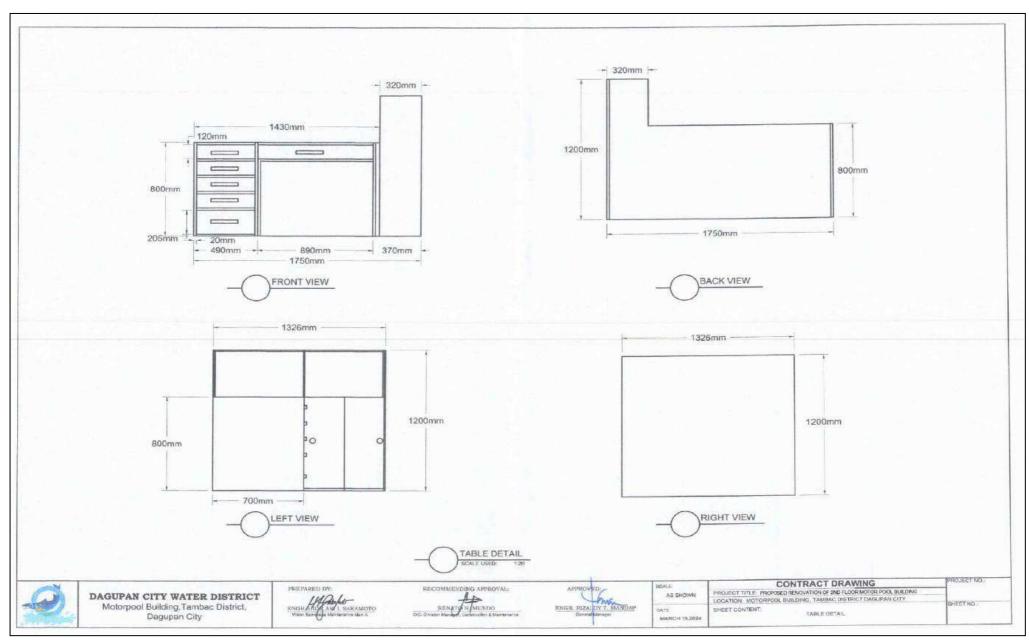


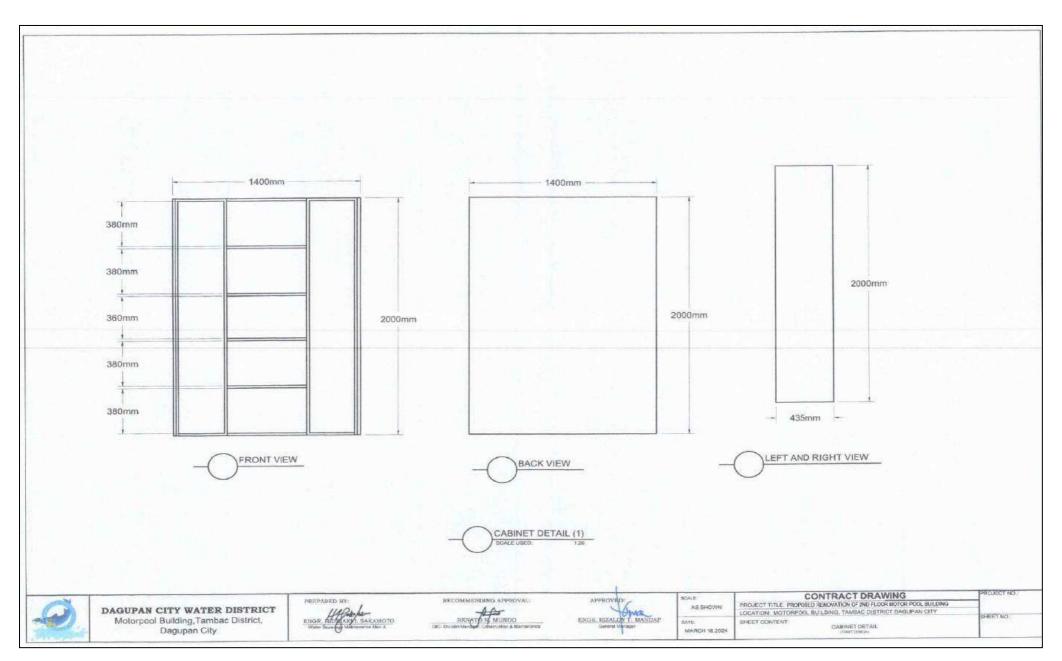


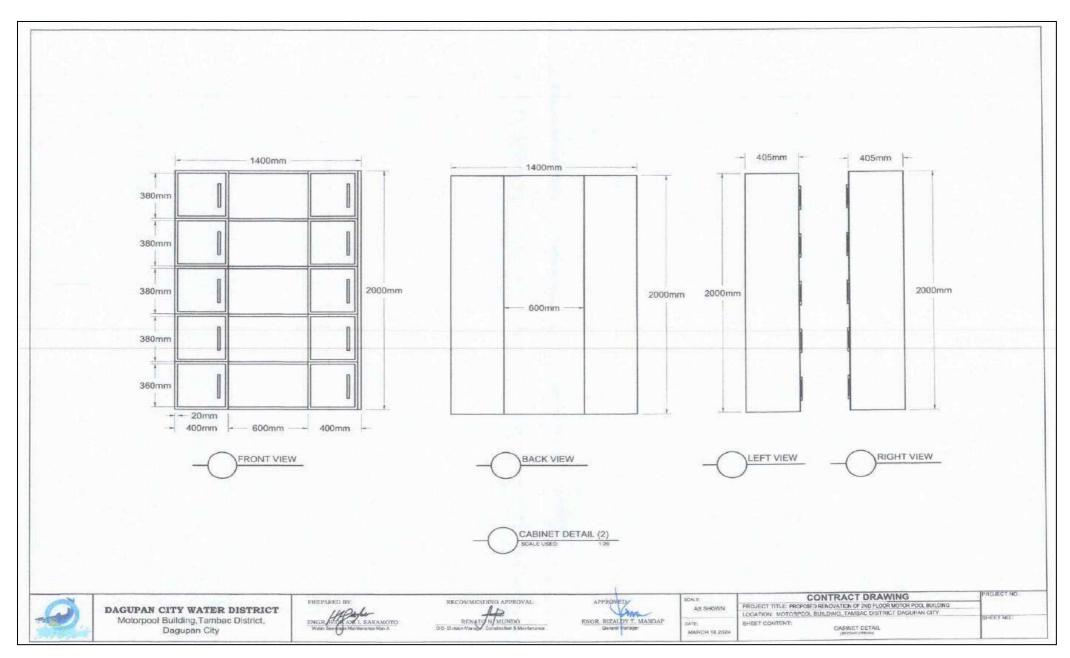


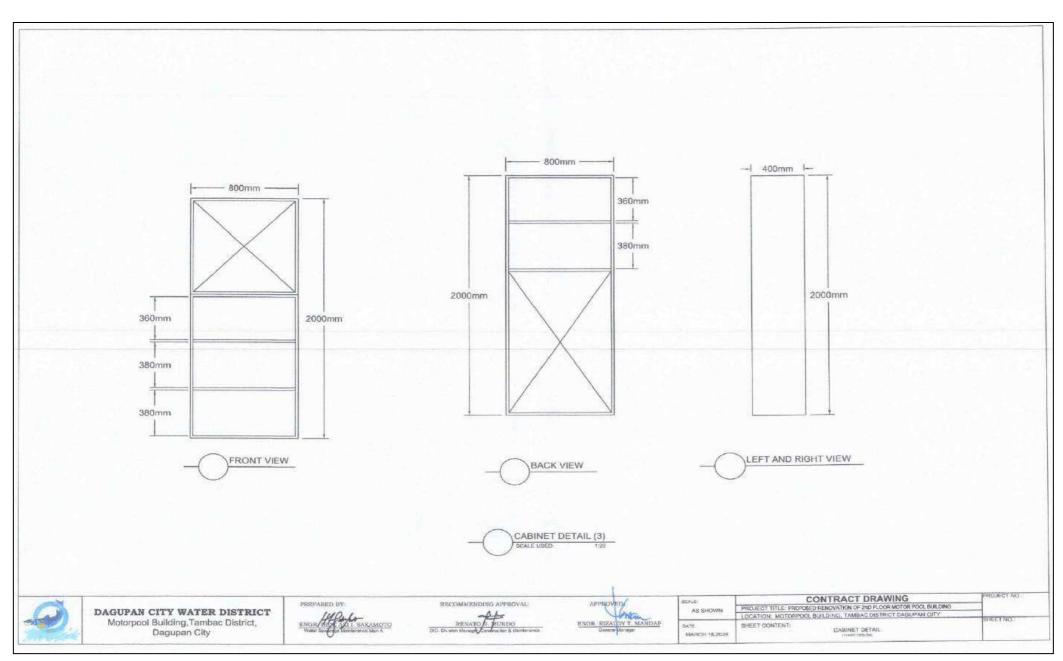


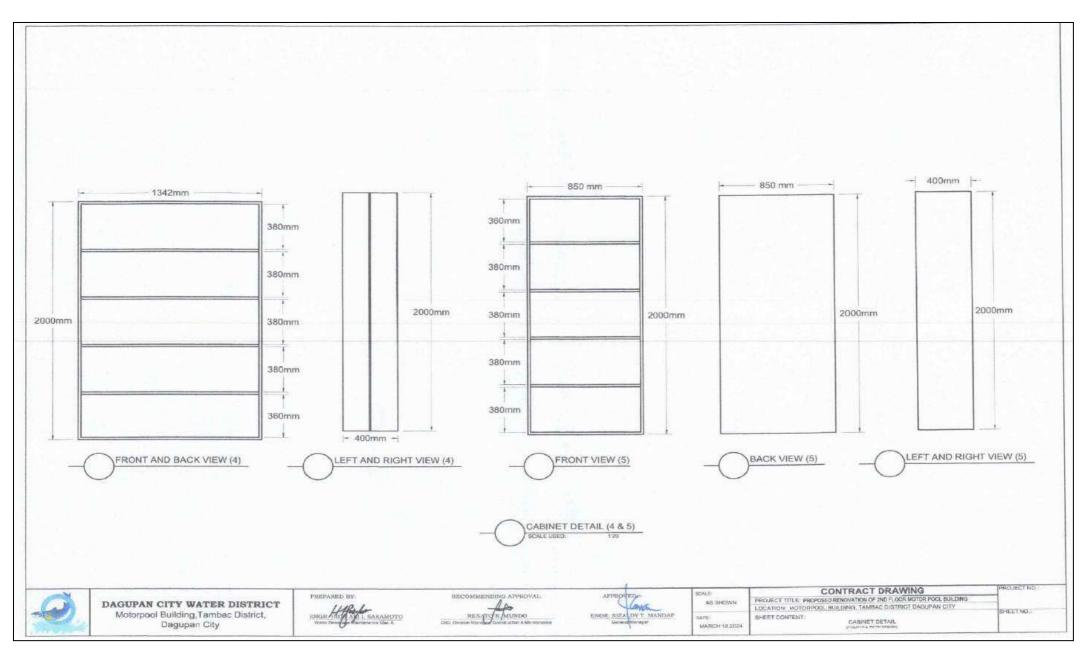


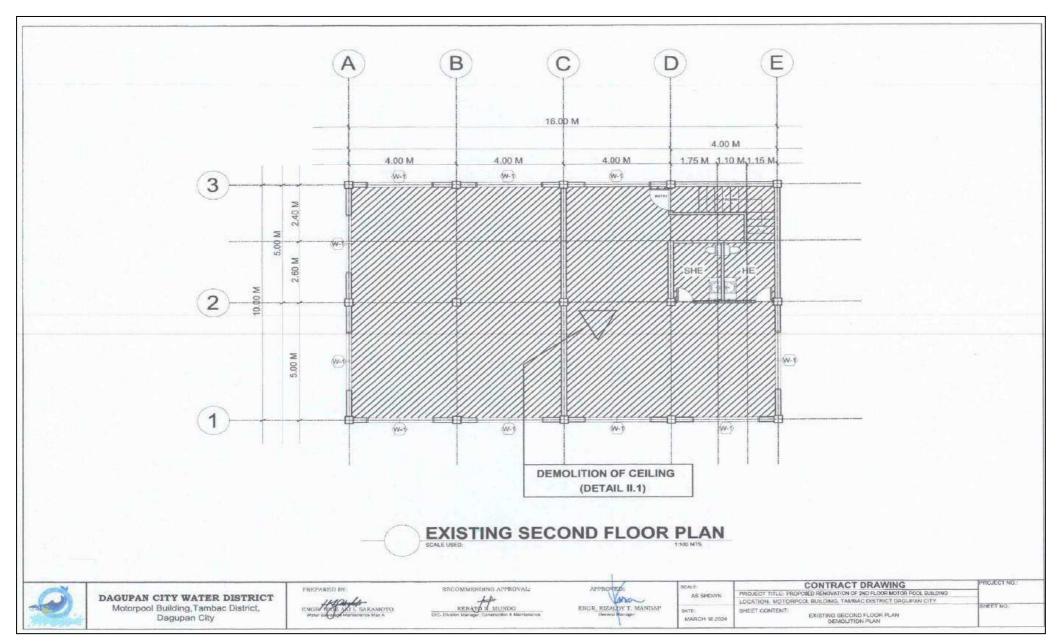












# Section VIII. Bill of Quantities

## **BILL OF QUANTITIES**



	01.00.24					
CONTRACT NO:	01-06-24					
PROJECT TITLE:	Proposed Renovation of 2nd Floor Motor Pool Building DCWD 2nd Floor Motorpool Bldg., Tambac District, Dagupan City					
LOCATION:	DCWD 2nd Floor Motorpool Bldg., 1	ambac Dist	nct, Dagup			
	DESCRIPTION	ΟΤΥ				
ITEM NO		QTY	UNIT	UNIT PRICE	AMOUNT	
I	MOBILIZATION/DEMOBILIZATION	1.00	lot			
II II		474.00				
.1	FOR CEILING	171.88	sq.m.			
II.2	FOR WOODEN PARTITION WALL	27.00	sq.m.			
II.3	FOR CONCRETE WALL	3.50	sq.m.			
II.4	FOR FLOOR & WALL TILES	38.35	sq.m.			
	CEILING WORKS	228.16	sq.m.			
IV	MASONRY WORKS	4.44	sq.m.			
V	STORAGE ROOM	23.20	sq.m.			
VI	PARTITION WALL	10.40	sq.m.			
VII	PLUMBING WORKS	1.00	lot			
VIII	COMFORT ROOMS	50.00	sq.m.			
IX	ELECTRICAL WORKS	1.00	Lot			
X	PAINTING WORKS	724.80	sq.m.			
XI	DOORS & FIXED GLASS	1.00	lot			
XII	WORKSTATION					
XII.1	Cabinet Storage	4.00	units			
XII.2	Office Table	13.00	units			
XIII	FURNITURES					
XIII.1	Sofa	1.00	unit			
XIII.2	Office Chair	27.00	units			
			TOTAL I	PROJECT COST		
Amount in words:						
Submitted by:						
Name of Bidder:						
Signing Authority:						
	(Printed Name and Signature)					
Designation:						

#### **BID FORM**

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

#### To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: [insert name of contract];
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: [insert information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>1</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized

<sup>&</sup>lt;sup>1</sup> currently based on GPPB Resolution No. 09-2020

representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

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

ame:
egal Capacity:
gnature:
uly authorized to sign the Bid for and behalf of:
ate:

### 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) in accordance with Section 8.5.2 of the IRR;

#### **Technical Documents**

- (b) 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
- (c) 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
- (d) Special PCAB License in case of Joint Ventures <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
  - (f) 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; <u>and</u>
- (g) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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

 (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

#### Class "B" Documents

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**

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

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

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

#### **GUIDE IN THE SEALING AND MARKING OF BIDS**

