BIDDING DOCUMENTS

REHABILITATION OF PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) CAGAYAN DE ORO DEPOT

Procurement through Electronic Bidding under the Modernized PhilGEPS

PUBLIC BIDDING NO: 025-2023

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



INVITATION TO BID FOR THE

REHABILITATION OF PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) CAGAYAN DE ORO DEPOT

PUBLIC BIDDING NO. 025-2023

FUNDING SOURCE: GOVERNMENT OF THE PHILIPPINES (GOP) THROUGH 2023 APPROVED BUDGET OF THE PROCUREMENT SERVICE (PS)

1. The PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) invites PhilGEPS registered suppliers to bid for the Rehabilitation of Procurement Service - Department of Budget and Management (PS-DBM) Cagayan De Oro Depot in accordance with the provisions of the Revised IRR of R.A. 9184:

Lot No.	Qty	Item/ Description	Unit Price	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	1 lot	Rehabilitation of Procurement Service - Department of Budget (PS- DBM) Cagayan De Oro Depot	₱ 2,535,980.05	₱ 2,535,980.05	₱5,000.00	Please refer to Section VI. Schedule of Requireme nts

Bids received in excess of the total amount shall be automatically rejected.

Completion of works is required within the delivery period stated in Section VI Schedule of Requirements of the Bidding Documents. Bidders should have completed, within *five* (5) years from the date of submission and receipt of bids, 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).

2. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	Thursday, 23 November 2023	
Issuance and Availability of Bid Documents	Thursday, 23 November 2023	
Pre-Bid Conference	Thursday, 30 November 2023; 03:00 AM	
Last day of Submission of Written Clarification	Monday, 04 December 2023	
Last day of Issuance of Bid Bulletin	Thursday, 07 December 2023	



Deadline for Submission	Thursday, 14 December 2023; 10:30 AM
Opening of Bids	Immediately after the Deadline of Submission of Bids

3. Bidding will be conducted in accordance with APPENDIX 3. GUIDELINES FOR ELECTRONIC BIDDING (E-BIDDING), through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

- 4. Interested bidders may obtain further information from the Procurement Service and inspect the Bidding Documents at the address given below during office hours.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders from the PS Cashier's Office and upon payment of a nonrefundable fee in amounts pursuant to the Schedule.

It may also be downloaded free of charge from the website of the Procurement Service – DBM (PS-DBM), provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

- 6. The PS-DBM will hold a Pre-Bid Conference on Thursday, 30 November 2023; 03:00 PM₂ via Google Meet through this link: meet.google.com/hbc-bhnz-owi which shall be open to prospective bidders.
- 7. Bids must be duly received by the IBAC Secretariat through the E-BIDDING FACILITY of PHILGEPS on or before Thursday, 14 December 2023; 10:30 A.M.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 9. Bid opening shall be on **Thursday**, **14 December 2023**; **10:30 AM** will be opened in the presence of the bidders' representatives who choose to attend the activity via Google Meet thru this link: *meet.google.com/coy-zwsx-ane*.
- On-line Bidders shall submit their duly accomplished eligibility requirements, technical
 and financial proposals to the Procuring Entity through the E-BIDDING FACILITY of
 PHILGEPS.
- 11. The PS-DBM 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 9184, without thereby incurring any liability to the affected bidder or bidders.



12. For further information, please refer to:

PS-Internal Bids and Awards Committee Secretariat, Internal BAC General Administrative Division 2nd^t Floor, PS Complex Procurement Service-PhilGEPS Cristobal Street, Paco, Manila internal-bacsec@ps-philgeps.gov.ph

13. For purposes of e-bidding facility clarifications, please refer to:

Ron Cyprus G. Obniala Information System Analyst Procurement Service-PhilGEPS Cristobal Street, Paco, Manila rcobniala@ps-philgeps.gov.ph viber: 0909-064-8277

Signature Redacted

ENGR. JAINE M. NAVARRETE, JR.

Chairperson, Internal Bids and Awards Committee

Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, Procurement Service - DBM invites Bids for the Rehabilitation of Procurement Service - Department of Budget and Management (PS-DBM) Cagayan De Oro Depot under RA 9184, with Public Bidding No. 025-2023.

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 2023 in the amount of Two Million Five Hundred Thirty-Five Thousand Nine Hundred Eighty Pesos Only and 05/100 (₱2,535,980.05).
- 2.2. The source of funding is:

Procurement Service Funds

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.

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 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 one hundred twenty (120) calendar days from the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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



17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 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

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: Renovation/Rehabilitation or Construction of Office Building							
7.1	Subcontracting is not allowed.							
10.3	PCAB License Category C Size Range Small B – General Building (GB-1)							
10.4	The key personnel must meet the required minimum years of experience							
	Key Pers	General Experience	Relevant Experience					
	Project Engineer (PRC Lic	ensed Civil Engineer)	5 years	5 years				
	Electrical Engineer (PRC I	5 years	5 years					
	Safety Officer (with a Cert issued by or in coordinatio	3 years	3 years					
	General Foreman		5 years	5 years				
10.5	The full time Project Engineer may also assume the designation/role/function of the Safety Officer provided that this person meets the required qualifications. The minimum major equipment requirements are the following:							
	Equipment	Capacity	Number of	f Units				
	Backhoe	0.80 cu.m	1					
	Bar Cutter		1					
	Bar Bender		1					
	Welding Machine		2					
	One Bagger Mixer		2					
	Concrete Vibrator		2					
	Dump Truck	12 cu. yd.	2					
	Plate Compactor	<u>5 hp</u>	1					
	Cutting Outlet		1					



	П								_
	Truck Mounted Crane		<u>20-25 mt</u>		1				
	Pumpcrete					1			
	Portable Breaker					1			
					<u> </u>				
12	No fu	erther ins	tructions.						
15.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:								
Lot Item/Descripti No.				tion	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	callab deman by a s insu compa certific Insu Comi	ty bond ble upon d issued urety or brance any duly d by the brance mission 5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012	
1 of Cagaya		Rehabilitatio of PS-D Cagayan De Depot	BM	₱ 50,719.60	₱ 126	,799.00	Please see Section VIII attached as Annex "H"		
	The bid security in the form of cashier's/manager's check shall be payable to PROCUREMENT SERVICE. On-line bidders may submit the bid security in cash through the PhilGEPS electronic payment facility.								
In case of other forms of bid security, the on-line bidder scanned copy of the bid security together with the eleoriginal bid security must be submitted to the BAC cobusiness hours on the day of bid submission, a failure or render the bid submission as non-compliant.						the ele BAC co	ectronic b	oid. However, the before the end	the of
	If the on-line bidder sends the original bid security through registered mail or priv courier, the indicated date of receipt by the postal service or private courier shall considered as the date of submission to the BAC concerned, without prejudice to a verifications during post-qualification.						be		
16.0	On-line Bidders shall submit their bid proposal to the Procuring Entity through t bidding facility of PhilGEPS.					tity through the	e-		
19.2	2 Partial bids are not allowed.								
20	For purposes of Post-qualification, the following document(s) shall be required:								

- 1. Latest Income Tax Returns for the year 2022 (BIR Form 1701 or 1702).
- 2. Latest Value Added Tax Returns (Form 2550Q for June 2023 and September 2023).

The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized subject to validation and verification.

- 3. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall include the following:
 - a. Owner's certificate of final acceptance issued by the project owner; or
 - b. Constructor's Performance Evaluation System (CPES) rating sheet with at least satisfactory rating or Certificate of Completion and/or Owner's Acceptance

In case of contracts with the private sector, an equivalent document shall be submitted.

- 4. Proof of Ongoing and Awarded Contracts but not yet started contracts as identified in the Statement of All Ongoing Government & Private Contracts, which shall include the following:
 - a. Notice to Proceed or equivalent; and
 - b. Certificate of accomplishments signed by the Owner or Owner's Project Engineer or in case the project was just awarded or still in the mobilization stage, a certification in lieu of the certificate of accomplishment signed by the Owner or Owner's Project Engineer should be submitted.
- 5. Valid PRC Licenses of Key Personnel Assigned (if the bidder opt to submit expired PRC license together with the proof of renewal during the opening of bids)

Note: Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original.

- 21 List of additional contract documents relevant to the Project:
 - 1. Construction Schedule and S-Curve;
 - 2. Manpower Schedule;
 - 3. Construction Methods;
 - 4. Equipment Utilization Schedule; and Construction Safety and Health Program approved by the Department Of Labor and Employment (DOLE).



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	Not applicable.				
4.1	The Procuring Entity shall give possession of the Site to the Contractor upon the receipt of the Notice to Proceed.				
6	The site investigation reports are: none				
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 <i>ten (10) calendar</i> days of delivery of the Notice of Award. Project duration is within sixty (60) calendar days upon receipt of Notice to Proceed.				
11.2	The amount to be withheld for late submission of an updated Program of Work is 1% of the progress billing.				
13	The amount of the advance pa	yment is 15% of the total contract price.			
14	Progress payment shall be based on actual completion of the infrastructure project or a specific segment or portion thereof using the following schedule: Schedule of Payment: Percentage of work accomplished shall be indicated and identified in the Gantt Chart or Construction Schedule.				
	First Payment (25%)	Upon 20% work accomplished			
	Second Payment (25%)	Upon 50% work accomplished			
	Third Payment (25%)	Upon 75% work accomplished			
	Final Payment (25%)	Upon 100% work accomplished			
	Materials and equipment delivered on the site but not completely put in place shall not be included for payments. Note: 25% of the advance payment will be deducted from each of the 1st, 2nd, 3rd and final payments. Each payment will be subject to 10% retention.				
15.1	The date by which operating and maintenance manuals are required is Not applicable.				
	The date by which "as built" drawings are required is thirty (30) calendar days from completion of the project.				
15.2	The final payment shall be wit of As-Built Drawings.	hheld for failing to submit the complete set			

Section VI. Specifications



LOT NO. 1	: REHABILITATION OF PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) CAGAYAN DE ORO DEPOT
QUANTITY/UOM	: 1 lot
UNIT PRICE	: Php 2,535,980.05
APPROVED BUDGET FOR THE CONTRACT	: Php 2,535,980.05

AGENCY SPECIFICATION	Statement of Bidder's Compliance
Rehabilitation of Procurement Service - Department of Budget and Management (PS-DBM) Cagayan De Oro Depot	
- Conforms to the attached Terms of Reference	



Terms of Reference

Rehabilitation of Procurement Service - Department of Budget and Management Regional Depot - Cagayan De Oro (PS-DBM CDO) Building

Background and Objective

Introduction

The Procurement Service - Department of Budget and Management Regional Depot X, Cagayan de Oro building was constructed September 17, 2004. With the life span of the building, it has already deteriorated and the electrical system needs foremost replacement and upgrade. Also with the increasing number of employees in the Depot, the existing small office area can no longer provide a conducive working environment, thus construction of a bigger office area is highly recommended. In addition, with the closure of PS Mindanao Hub, the Depot serves as a receiving and temporary holding unit for bulk items intended for other PS Depots.

Objectives

The Procurement Service - Department of Budget and Management intends to conduct the procurement of supply and services for the total rehabilitation of PS Regional Depot X, Cagayan de Oro. The proposal intends to respond to three main objectives: i) increase the storage capacity of the Depot Warehouse; ii) provide good facilities to client agencies (comfort room, safe and shaded waiting area); and iii) provide employees with a comfortable and safe working area to enhance effectiveness and efficiency.

General Requirement

General Scope of Work

The work contemplated under this project shall consist of the furnishing of all materials, labor, tools, and equipment and the satisfactory performance to complete the rehabilitation of PS-DBM CDO building. The project, upon completion, must be ready for use and must be under strict conformity with the Specifications of the project.

The principal items of works are enumerated below:

I. OTHER GENERAL REQUIREMENTS

A. Permits and Clearances

- Zoning permits and other fees, fire code construction tax, sales tax, barangay construction clearance, locational clearance
- Blue printing, professional fees, notarization of documents

B. Project Billboard / Signboard

 Fabrication and installation of two (2) printed tarpaulins (1200mm x 2400mm / 4ft x 8ft) on marine plywood

C. Occupational Safety and Health Program

Provision of first aid kit

- Provision of Personal Protective Equipment such as safety helmets, safety shoes, safety gloves, and safety vest
- Provision of signages (PPE signage, safety first signage, warning signs) and barricades (caution tape and safety nets as needed)
- Safety officer (random visits)

II. CIVIL, MECHANICAL, ELECTRICAL, AND SANITARY/PLUMBING WORKS

A. EARTHWORKS

- Structure Excavation for column footings, and foundation
- Embankment from structure excavation
- Provision, spreading and compaction of gravel bedding as specified in plan

B. PLAIN AND REINFORCED CONCRETE WORKS

- Mixture and pouring of Class A and Class C structural concrete
- Installation of Grade 40 Deformed Reinforcing Steel Bars
- Installation and removal of forms for all concrete and structural works

C. FINISHING AND OTHER CIVIL WORKS

1. Masonry Works

Laying of 100mm Non-Load Bearing CHB (including 10mm reinforcing steel bars)

2. Fabricated Materials

- Provision and installation of PVC Door with complete lockset and accessories (as specified in plan)
- Provision and installation of Wooden Flush Door with complete lockset and accessories (as specified in plan)
- Provision and installation of Sliding Type Aluminum Glass Door with complete lockset and accessories (as specified in plan)
- Provision and installation of Swing Type Aluminum Glass Door with complete lockset and accessories (as specified in plan)
- Provision and installation of Awning Type Aluminum Glass Windows with complete accessories (as specified in plan)
- Provision and installation of Fixed Type Aluminum Glass Windows, with complete accessories (as specified in plan)
- Provision and installation of Aluminum Roll Up Door (as specified in plan)

*All glass doors and windows shall be made of 12mm thk. tempered

3. Finishing Works

glass

- Provision of 4.5mm Fiber Cement Board on Metal Furring Frame
- Provision of 0.30m x 0.60m Glazed Tiles Wall Tiles in Comfort Rooms (Color to be provided by PS-DBM CDO)

- Provision of 0.20m x 0.40m Unglazed Floor Tiles in Comfort Rooms (Color to be provided by PS-DBM CDO)
- Application of cement mortar for plastering

4. Painting Works

- Provision and application of concrete neutralizer for concrete and masonry areas
- Provision and application of concrete sealer/primer for concrete and masonry areas
- Provision and application of patching compound for concrete and masonry areas
- Provision and application of semi-gloss paint for concrete and masonry areas
- Provision and application of glazing putty for wood
- Provision and application of flat wall enamel for wood
- Provision and application of enamel quick dry for wood
- Provision and application of red oxide for steel
- Provision and application of enamel paint for steel
- Color to be provided by PS-DBM CDO

5. Roof Framing and Roofing Works

- Provision and installation of pre-painted metal sheets (ribtype, 0.427mm thk)
- Provision and installation of pre-painted flashing, Gauge 26
- Provision and installation of pre-painted gutter, Gauge 24
- Fabrication and installation of Spiral Stairs
 - Milled Steel Plates Checkered, FY36
 - 2" dia GI Pipe, Sched 40
 - 1.5" dia GI Pipe Sched 40
- Fabrication and installation of Chain Hoist Platform and Steel Structure
 - 2" x 2" x 4 mm Angle Bar Web Support
 - 2" x 2" x 6mm Angle Bar Frame
 - Milled Steel Plates Checkered, FY36
 - 1.5" x 1.5" x 4mm Angle Bar
 - 150mm x 75mm I-Beam
 - 1" x 1" Steel Matting
 - Supply, Delivery and Testing of Electric Chain Hoist (as shown in plan)
 - Fabrication and installation of Steel Trusses, Purlins, Sagrods, Cross bracing, and Turnbuckles (as shown in plan)

6. Plumbing Works

Sewer Line Works

 Supply, Delivery, and Installation of Sewer pipelines from comfort rooms connecting to septic vault.

Plumbing Fixtures

- Supply, delivery and installation of:
 - 4 sets Water Closet, Flush Type with complete accessories (American Standard or equivalent)
 - 4 sets Wall Hung Lavatory with complete accessories

- 4 pcs. Faucet (Swan Type, Silver)
- 4pcs. 4" x 4" Stainless Steel Floor Drain

Cold Water Lines and Fittings

Provision of cold water lines and fittings for comfort rooms

D. ELECTRICAL WORKS

1. Conduit Boxes and Fittings (conduit works/conduit rough-in)

 Supply, Delivery, and Installation of Electric Metallic Tubing, Rigid Steel Conduit, Polyvinyl Conduit, and other fittings, couplings, and accessories.

2. Wires and Wiring Devices

 Supply, Delivery, and Installation of Feeder lines, Switches, Convenience Outlets, and pin lights.

3. Panelboard with Main and Branch Breakers

 Supply, Delivery, and Installation of Panelboard (Single phase, 220V, 60hz, Bolt-on Type with 12 branches).

E. MECHANICAL WORKS

1. Air Conditioning and Refrigeration System

Supply, Delivery, Installation, Testing and Commissioning of three
 (3) units Air Conditioning Unit, 2.0HP, Split Type, Inverter Type

Verification of Existing Condition

All contractors shall be allowed to visit the actual site of the project prior to the submission of their proposal.

No claim for extra compensation and time extension shall be entertained by PS-DBM for negligence or inadvertence on the Contractor's part in obtaining all necessary and pertinent data from the site.

Also, changes on layout or location of the ACUs may be done during the actual installation subject to the written approval of the PS-DBM CDO.

Bidder's Qualification

The contractor must be competent and experienced in the field of construction with a minimum of five (5) years prior experience on similar projects and should have a valid and current Philippine Contractors Accreditation Board (PCAB) License, **Size Range Small B, Category "C", with a classification of General Building (GB-1).**

The contractor must submit its bid proposal in accordance with the procedures and requirements indicated in the RA 9184 and its Revised Implementing Rules and Regulations.

Moreover, at the commencement of contract implementation, the contractor shall secure and maintain, at its own expense, all necessary registrations, licenses, bonds, insurances, and/or permits as required by laws, rules, and regulations. The contractor shall likewise comply with all pertinent laws, rules, and regulations, such as but not limited to, Environmental, Health and Safety regulations.

Safety and Security

Safety

Contractor takes sole responsibility for the safety of the workers, inspectors, and PS-DBM CDO Employees during the conduct of project implementation. Any accidents that may occur during project execution, through the fault of the contractor, will be under its liability. All workers of the contractor shall wear the necessary safety devices to ensure safety during construction.

Security and Identification Requirement

The Contractor is hereby required to comply the following during project implementation:

- 1. Submission of a complete list of names of all workers to be employed for the duration of the construction project.
- 2. All workers must adhere to the security policies of the PS-DBM CDO.
- 3. All workers are required to wear company uniforms. Said uniform shall bear the company name and logo.
- 4. The company identification cards should be worn at all times when inside the PS-DBM CDO premises.

Other Requirements

The contractor shall coordinate with concerned personnel of the PS-DBM CDO for the conduct of any activity related to the fulfillment of their obligations. Regular work can be performed from Mondays to Sundays, 8:00 am to 5:00 pm depending on the type of work subject to the discretion of the Officer-in-Charge of the Project. The Contractor shall ensure that there are no disruptions on the operation of the PS-DBM CDO during the implementation of this project.

During contract implementation, the CONTRACTOR shall deliver the obligations arising from this contract with the following conditions:

- All workers shall follow the standard health and safety protocols on site. ALL workers are required to present their proof of vaccination to the PS-DBM CDO prior to deployment.
- 2. Provide technical supervision, skilled manpower, tools, equipment and all materials needed to complete the project.
- 3. Provide coordination and collaborative works with PS-DBM CDO to complete respective works in accordance with the approved drawings, specifications, and methodology.
- 4. Submit the required work schedule, delivery schedule, table of organization, manpower schedule, samples product data, safety plan, methodology and other requirements, as part of the Program of Works.
- 5. Provide safety requirements (safety shoes, vest, hard hat, safety harness, lifeline), fire extinguishers, and all other fire protection provisions in the working areas.
- 6. Confinement of all works within the areas designated by the PS-DBM CDO while strictly following the Local and National Building Code, national laws for public safety, Workmen's Compensation Act 1906, and proper working conditions.



- 7. Provide such other temporary buildings, as maybe required, for safe storage of tools and materials. Such structures shall be located only on areas approved by the PS-DBM CDO.
- 8. Compliance to safety provisions for warehousing/storage of materials and equipment.
- 9. Medical Requirements of contractor's workers will be part of preliminaries of the contractor.
- 10. All temporary services and facilities installed by the contractor shall be removed by the contractor upon completion of this contract or as directed by the PS-DBM CDO. The contractor shall restore any damage or alteration caused by such removal and during the project implementation.
- 11. Hauling and disposal of garbage and debris.
- 12. PS-DBM CDO shall provide for a temporary power facility required for the entire construction phase, at a meter-rate, to be billed at the end of the contract period and deductible to the total contract amount. The CONTRACTOR shall provide sub-meter, conduits, wires, connections and accessories and labor.
- 13. PS-DBM CDO shall provide a temporary water facility that will be used during the entire construction stage, at a meter-rate, to be billed at the end of the contract period and deductible to the total contract amount. The CONTRACTOR shall provide sub-meter, conduits, wires, connections and accessories and labor.

Responsibilities of the Contractor

- 1. The CONTRACTOR shall be responsible for the proper execution and coordination of his/her work. The Contractor shall schedule and program all necessary work activities according to the specified completion period.
- The CONTRACTOR shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. The Contractor shall observe the PS-DBM CDO's house regulations to be issued together with the Work Permit.
- 3. The CONTRACTOR shall be responsible for securing PS-DBM CDO issued work permits and compliance with other PS-DBM CDO rules and regulations related to the construction works. All workers/engineers working at site are required to wear company uniforms indicating their company name.
- 4. The CONTRACTOR is not allowed to construct quarters for workers within the PS-DBM CDO premises; sleeping is also not allowed. CONTRACTOR's workers are limited to the designated working area only. Loitering around and inside the PS-DBM CDO premises is not allowed.
- The CONTRACTOR shall be responsible for clearing and cleaning of the designated project site of unused materials, left over and other debris and in disposal of the same outside of the PS-DBM CDO premises. A daily inspection of the work area



shall be conducted by the CONTRACTOR and PS-DBM CDO to ensure that the working area and storage area assigned to the CONTRACTOR is clean and in order at all times.

- 6. The CONTRACTOR shall protect adjacent areas against any damage during work execution. Any damage incurred by the Contractor's workers, materials, equipment, and tools shall be repaired at no additional cost to the PS-DBM CDO.
- 7. Permits, Laws, Ordinances and Standards the installation provided for and specified herein shall comply with laws and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the CONTRACTOR. Said requirements shall be turned-over to PS-DBM CDO upon project completion.
- 8. All other works not specifically mentioned but are necessary to complete the project, in accordance with the plans and specifications and other related documents, shall be provided by the CONTRACTOR at no additional cost to PS-DBM CDO.
- 9. The Contractor's All-Risk Insurance (CARI) shall be submitted to PS-DBM CDO within ten (10) calendar days upon receipt of Notice of Award (NOA).
- 10. The CONTRACTOR shall submit to PS-DBM CDO, the proposed delivery of materials, tools and equipment, and manpower schedules for proper monitoring within five (5) calendar days after the pre-construction/kick-off meeting.
- 11. Prior to issuance of the Certificate of Completion (COC) the following shall be submitted to the PS-DBM CDO. The PS-DBM CDO reserves the right not to issue a Certificate of Satisfactory Performance on the basis of the non-submission of any of the items below:
 - a. Final Project Report including photo documentations before, during and, after implementation. Each photo-documentation should have the date and time stamps in jpg-format.
 - b. Warranty Certificate of at least one (1) year against poor workmanship and defects traceable to materials.
 - c. As Built Plan.
- 12. The CONTRACTOR is required to have a suitable Construction Safety and Health Program, which must be in accordance with Occupational Safety and Health (OSH) Standard, rules and issuances by the DOLE. The program shall state the following:
 - a. Composition of Construction Safety and Health Committee.
 - b. Specific safety policies which the CONTRACTOR shall observe at the area of construction which include but not limited to Fall Protection, Chemical Hazards, and Materials Handling and Storage.
 - c. Penalties and sanctions for violations of the program.
 - d. The manner of disposing of waste arising from the construction.
 - e. The safety program shall also include the appointment of a full-time safety officer-in-charge of the implementation of the said program.

Project Duration

The contractor is given **sixty (60) calendar days** upon receipt of the Notice to Proceed to perform and complete all the activities.

The contractor must submit a weekly accomplishment report or Gantt chart on the progress on implementation of the project.

Penalty

In case of failure to complete the project within the time specified, a penalty of one-tenth of one percent (1/10 of 1%) of the total project cost for every day of delay shall be imposed.

Warranty

The contractor needs to submit a warranty certificate of at least five (5) years on compressors and one (1) year on parts and services for all the air conditioning units. The brand/manufacturer of the ACUs must have at least five (5) authorized service centers in Metro Manila.

Also, the contractor shall perform preventive maintenance/cleaning of the ACU units at least two (2) times within its one (1) year warranty period.

The contractor shall submit a warranty certificate of at least one (1) year for the civil works done. Repairs will be free of charge in case of workmanship deficiency within the one year of warranty period.

Project Site

Procurement Service - Department of Budget and Management Regional Depot X, Cagayan de Oro City National Highway, Bulua Cagayan De Oro City

Payments

- Advance payment shall be in accordance with the General Conditions of the Contract (GCC).
- 2. Payments to the CONTRACTOR will be made only for the actual accomplishment which may be subdivided into progress percentages, specifically 20%, 50%, 75%, and 100%, certified by PS Main Inspection Division and PS-DBM CDO as performed by the CONTRACTOR in accordance with the plans, specifications and program of works/construction schedule.
- 3. Payments in accordance with the above paragraph shall be considered full compensation for furnishing materials, labor, tools and equipment, and for performing all work contemplated and embraced under the contract.
- 4. Payment shall be made upon complete submission of all documents required by PS-DBM CDO as indicated in this Technical Specifications and other contract documents.

5. It is the responsibility of the CONTRACTOR to ensure that their performance bond is updated and valid until the PS-DBM CDO issues the final Certificate of Acceptance. The CONTRACTOR shall submit the endorsement or amendments to PS-DBM CDO on extension or revisions to its validity, as maybe necessary, not later than seven (7) days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the performance bond is updated.

Liquidated Damages

Failure to comply with the terms and conditions of the contract will result in the
payment of corresponding penalties/liquidated damages in the amount to 1/10 of 1%
of the cost of the unperformed portion for every day of delay. Once the cumulative
amount of liquidated damages reaches 10% of the amount of the contract, PS-DBM
CDO may rescind the contract, without prejudice to other courses of action and
remedies open to it.

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company	Signature Over Printed Name of Authorized	Date
	Representative	

Section VII. Drawings





REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

REGION - X

MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE BALASE ST. EL SALVADOR CITY, MISAMIS ORIENTAL

C.Y. 2023 PROJECT
DETAILED ENGINEERING DESIGN PLAN FOR
REHABILITATION OF PROCUREMENT SERVICE
DEPOT BUILDING
ZONE 1, BULUA, CAGAYAN DE ORO CITY

SUBMITTED:

MANNING AND DESIGN SECTION DATE:

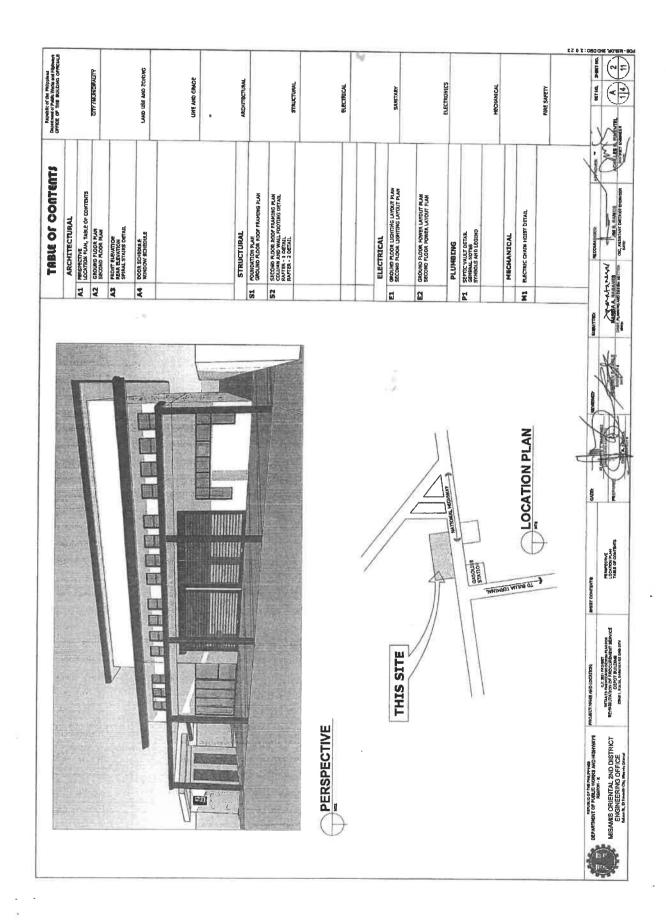
SUBMITTED:

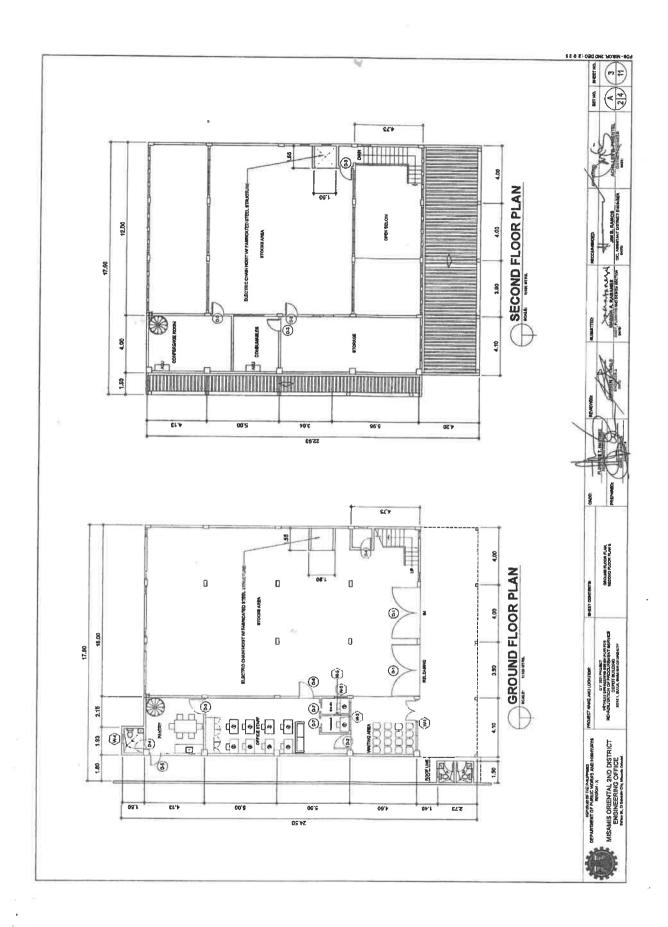
JIM B. PAMOS

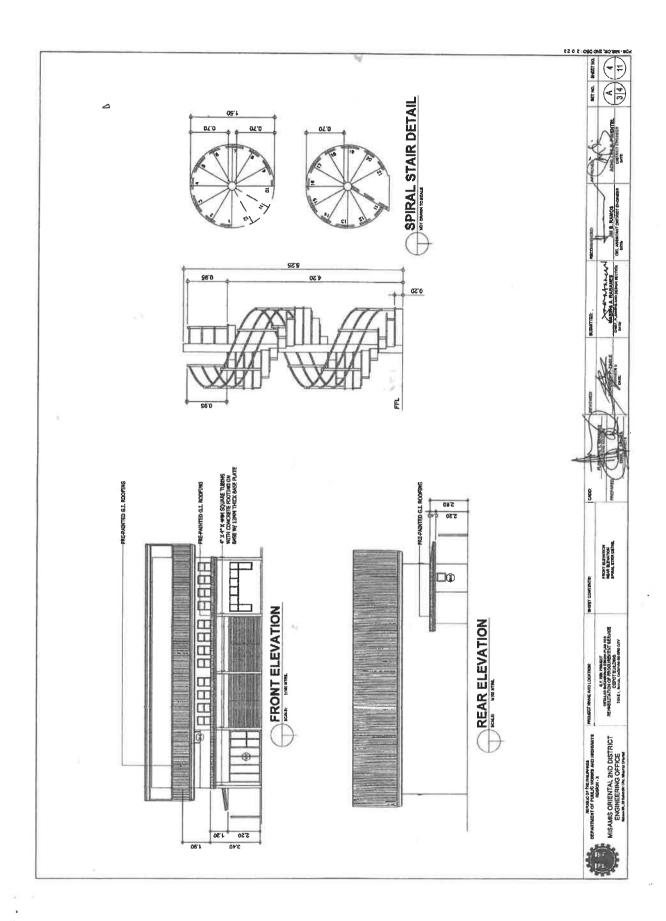
OIC, ASSISTANT DISTRICT ENGINEER

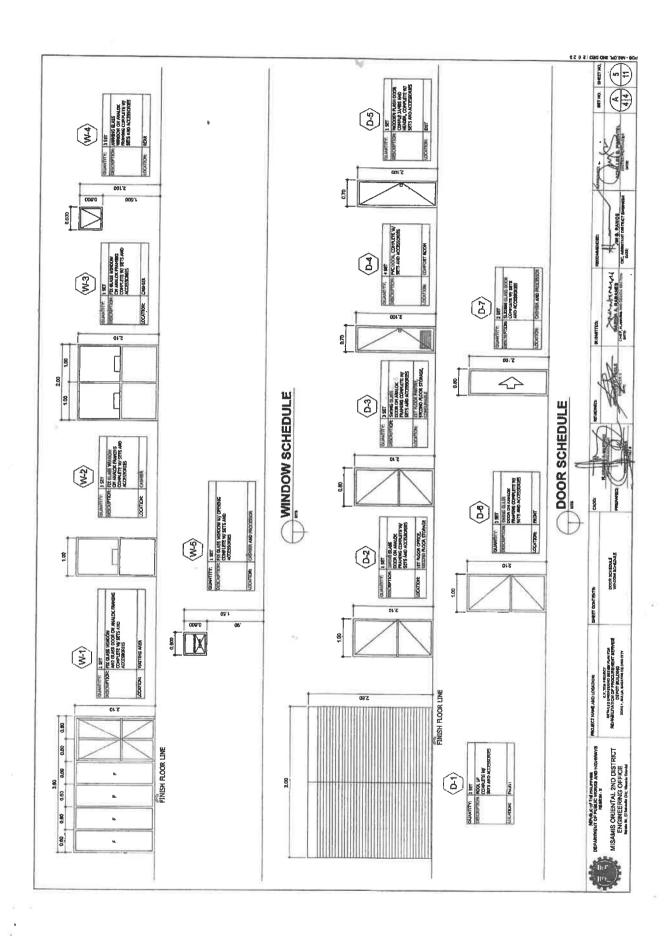
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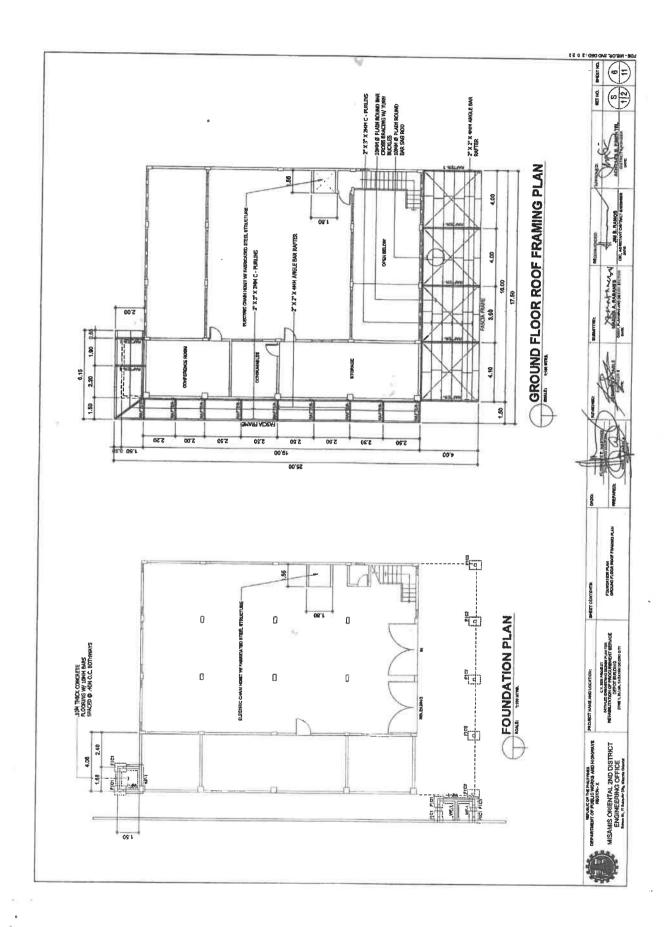
APROVED:
Achilles L.
District End

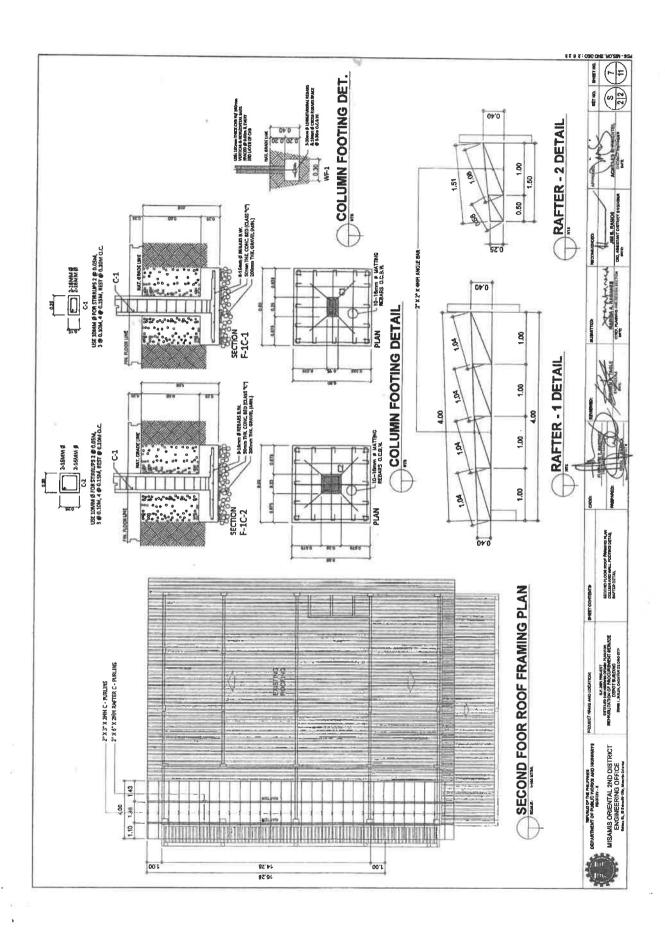


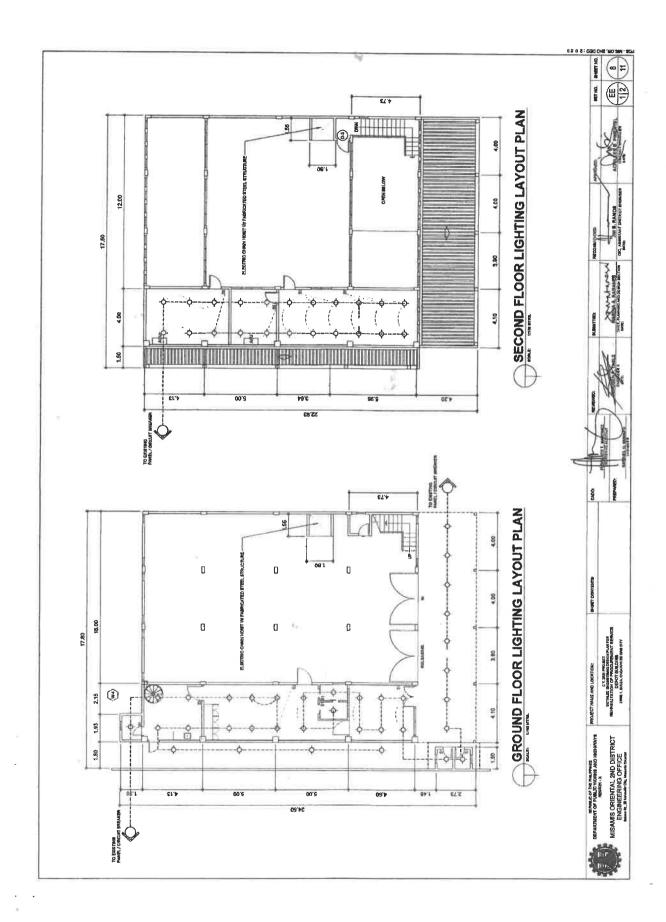


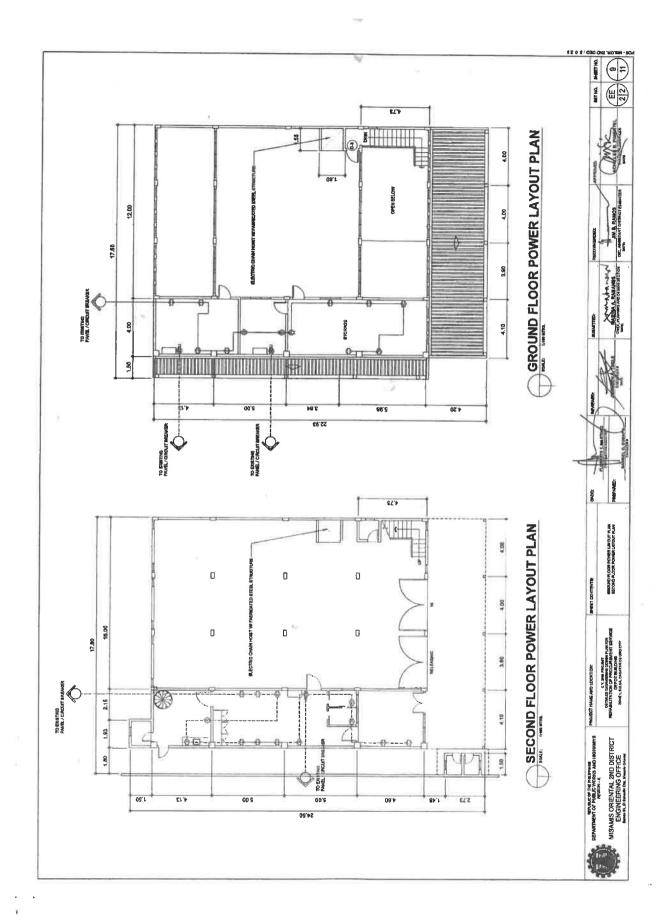


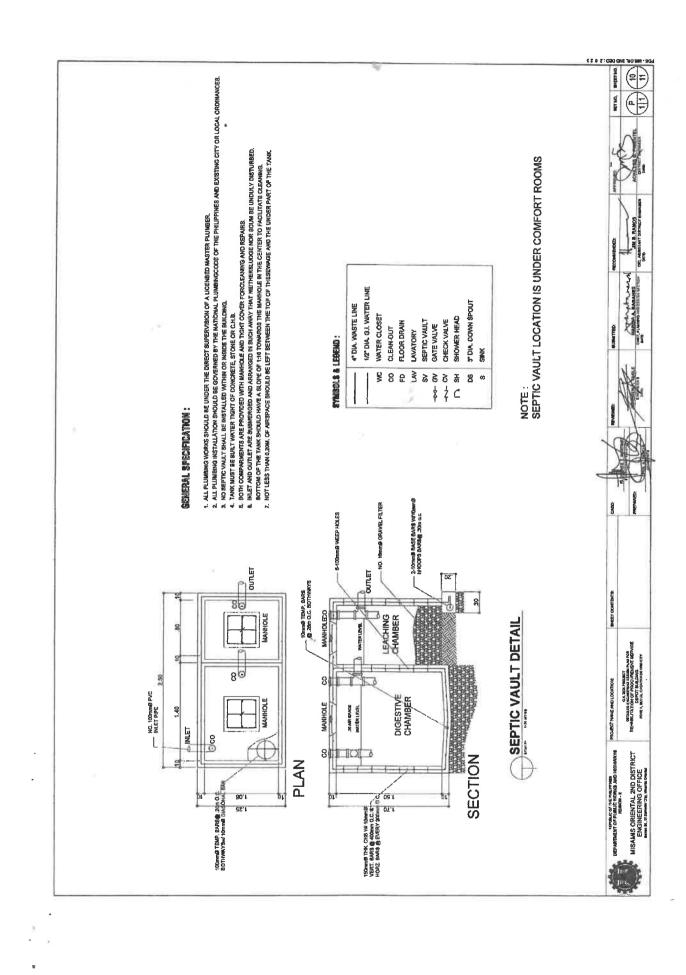


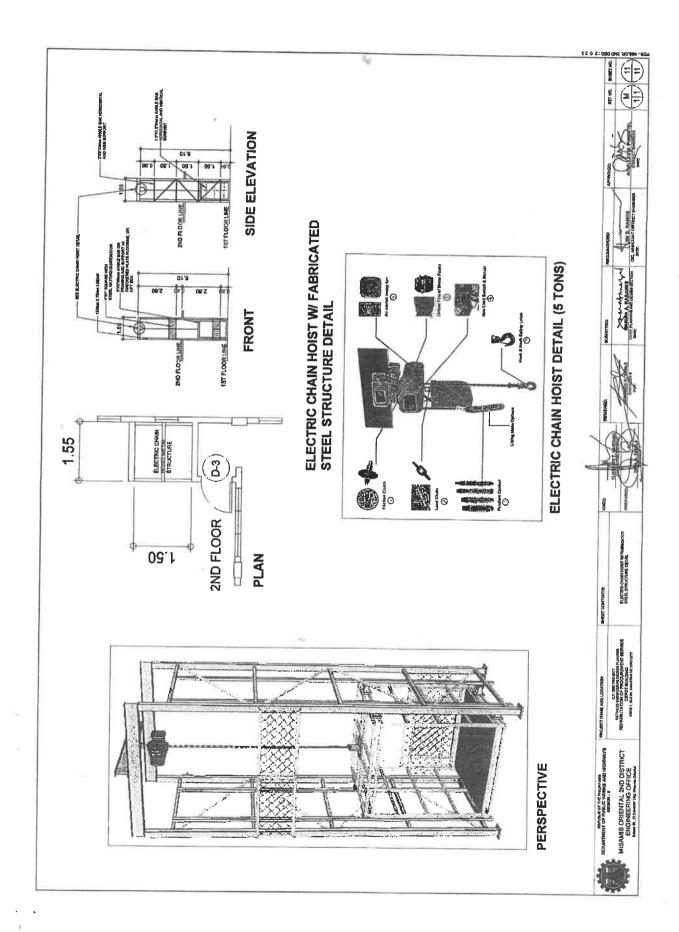












Section VIII. Bill of Quantities



Public Bidding No. 025-2023

Rehabilitation of Procurement Service - Department of Budget and Management (PS-DBM)
Cagayan De Oro Building

SUMMARY OF BID PRICES (All Parts of Bill of Quantities or BOQ)

Instructions for completing the Summary of Bid Prices:

- 1. Part No. Enter the "Part No." for each section of the BOQ where unit prices are entered.
- 2. Part Description Enter the "Part Description" corresponding to the "Part No."
- 3. Total Amount Enter the "Total Amount" in Pesos for all pages having the same "Part Description"

I						
1	OTHER GENERAL REQUIREMENTS					
	CIVIL, MECHANICAL, ELECTRICAL,					

С	FINISHING AND OTHER CIVIL WORKS					
D	ELECTRICAL WORKS					
E	MECHANICAL WORKS					
9. Total of Amounts						
a) Total of All Amounts in Words: Pesos						
and centavos.						
	in the capacity of					
	Date					
orized to	sign the Bid for and on behalf of					
13	E) Total of esos	ELECTRONICS AND SANITARY/PLUMBING WORKS A EARTHWORKS B PLAIN AND REINFORCED CONCRETE WORKS C FINISHING AND OTHER CIVIL WORKS D ELECTRICAL WORKS E MECHANICAL WORKS O Total of All Amounts in Words:				

Part No.: <u>I</u>	Part Description: OTHER GENERAL REQUIREMENTS

(Columns (1), (2), (3) and (4) are				(Columns (5) and (6) are		
to be filled up by the Procuring Entity)			to be filled up by the Bidder)			
Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)	
(1)	(2)	(3)	(4)	(5)	(6)	
B.3	Permits and Clearances	l.s.	1.00			
	Project Billboard / Signboard	ea.	2.00			
	Occupational Safety and Health Program	l.s.	1.00			

Submitted by:		
Name of Company	Signature Over Printed Name of Authorized Representative	

Part No.: A	Part Description: EARTHWORKS
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	(Columns (1), (2), (3)	and (4)	(Columns (5) and (6) are		
to be filled up by the Procuring Entity)				to be filled up by the Bidder)	
Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
801(1)	Removal of Structures and Obstruction	l.s	1.00		
803 (1) a	Structure Excavation	cu.m.	13.45		
804 (1) a	Embankment from Structure Excavation	cu.m.	6.24		
804 (4)	Gravel Fill	cu.m.	0.31		
				Sub-Total for this Page	

Submitted by:		
Name of Company	Signature Over Printed Name of Authorized Representative	

	Pι	ubl	ic	Bid	ding	No.	025-	20	23
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Part No.: <u>B</u>	Part Description: PLAIN AND REINFORCED CONCRETE WORKS
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	(Columns (1), (2), (3)	and (4)	(Columns (5) and (6) are		
to be filled up by the Procuring Entity)				to be filled up l	by the Bidder)
Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
900 (1) c1	Structural Concrete (Class A, 28 days)	cu.m.	7.82		
902 (1)a	Reinforcing Steel (Deformed) Grade 40	kgs.	807.92		
903 (2)	Formworks and Falseworks	sq.m.	4,970.00		
900 (4) b	Structural Concrete (Class C, 14 days)	cu.m.	7.82		
				Sub-Total for this Page	

ubmitted by:		
Name of Company	Signature Over Printed Name	Date
,	of Authorized Representative	

Public	Riddie	or No	025	2023
rumic	DRRRI	12 TAO"	UZD-	ZUZJ

BILL OF QUANTITIES

Part No.: C	Part Description: FINISHING AND OTHER CIVIL	WORK
urc ivon o	rait bescription. Hitshino And Other Civil	HURK

(Columns (1), (2), (3) and (4) are to be filled up by the Procuring Entity)			(Columns (5) and (6) are to be filled up by the Bidder)		
Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
1046 (2)a1	CHB Non Load Bearing (Including Reinforcing Steel), 100mm	sq. m.	24.43		
1010 (1)	Frames (Jambs, Sills, Heads, Transoms and Mullions)	set	1.00		
1010 (2)	Doors, Flush	sq. m.	1.47		
1004 (2)	Finishing Hardware	l.s.	1.00		
1007 (1) a	Aluminum Glass Door (Sliding Type)	sq. m.	1.26		
1007 (1) b	Aluminum Glass Door (Swing Type)	sq. m.	10.71		
1008 (1) c	Aluminum Glass Windows (Awning Type)	sq. m.	1.08		
1008 (1) d	Aluminum Glass Windows (Fixed Type)	sq. m.	9.00		
1011 (1) b	Aluminum Roll Up Door	sq. m.	2.00		
1003 (1) a1	Ceiling (4.5mm, Metal Frame, Fiber Cement Board)	sq. m.	6.75		
1018 (1)	Glazed Tiles and Trims	sq.m.	27.00		
1018 (2)	Unglazed Tiles	sq.m.	6.75		
1027 (1)	Cement Plaster Finish	sq. m.	40.80		

			Ĭ	
Painting Works (Masonry/Concrete)	sq.m.	17.61		
Painting Works (Wood)	sq. m.	122.29		
Painting Works (Steel)	sq. m.	155,63		
Prepainted Metal Sheets (above 0.427, Rib Type, Long Span)	sq. m.	122.29		
Fabricated Metal Roofing Accessory (Gutter, Gauge 24)	lm	35,00		
Fabricated Metal Roofing Accessory (Flashing, Gauge 26)	lm	20.00		
Structural Steel	l.s.	1.00		
Structural Steel (Trusses)	kg	501.25		
Structural Steel (Purlins)	kg	416.00		
Metal Structure Accessories (Sagrods)	рс	54.00		
Metal Structure Accessories (Turnbuckles)	рс	16.00		
Metal Structure Accessories (Crossbracing)	рс	8.00		
Sewer Line Works	l.s.	1.00		
Plumbing Fixtures	l.s.	1.00		
Cold Water Lines and Fittings	l.s.	1.00		
			Sub-Total for this Page	
	(Masonry/Concrete) Painting Works (Wood) Painting Works (Steel) Prepainted Metal Sheets (above 0.427, Rib Type, Long Span) Fabricated Metal Roofing Accessory (Gutter, Gauge 24) Fabricated Metal Roofing Accessory (Flashing, Gauge 26) Structural Steel Structural Steel (Trusses) Structural Steel (Purlins) Metal Structure Accessories (Sagrods) Metal Structure Accessories (Turnbuckles) Metal Structure Accessories (Turnbuckles) Metal Structure Accessories (Crossbracing) Sewer Line Works Plumbing Fixtures Cold Water Lines and	(Masonry/Concrete) Painting Works (Wood) Painting Works (Steel) Prepainted Metal Sheets (above 0.427, Rib Type, Long Span) Fabricated Metal Roofing Accessory (Gutter, Gauge 24) Fabricated Metal Roofing Accessory (Flashing, Gauge 26) Structural Steel (Trusses) Structural Steel (Purlins) Kg Metal Structure Accessories (Sagrods) Metal Structure Accessories (Sagrods) Metal Structure Accessories (Crossbracing) Metal Structure Accessories (Crossbracing) Sewer Line Works I.s. Cold Water Lines and	(Masonry/Concrete)sq.m.17.61Painting Works (Wood)sq. m.122.29Painting Works (Steel)sq. m.155.63Prepainted Metal Sheets (above 0.427, Rib Type, Long Span)sq. m.122.29Fabricated Metal Roofing Accessory (Gutter, Gauge 24)lm35.00Fabricated Metal Roofing Accessory (Flashing, Gauge 26)lm20.00Structural Steell.s.1.00Structural Steelkg501.25Structural Steel (Purlins)kg416.00Metal Structure Accessories (Sagrods)pc54.00Metal Structure Accessories (Turnbuckles)pc16.00Metal Structure Accessories (Crossbracing)pc8.00Sewer Line Worksl.s.1.00Plumbing Fixturesl.s.1.00Cold Water Lines andl.s.1.00	(Masonry/Concrete) sq.m. 17.61 Painting Works (Wood) sq. m. 122.29 Painting Works (Steel) sq. m. 155.63 Prepainted Metal Sheets (above 0.427, Rib Type, Long Span) sq. m. 122.29 Fabricated Metal Roofing Accessory (Gutter, Gauge 24) lm 35.00 Fabricated Metal Roofing Accessory (Flashing, Gauge 26) lm 20.00 Structural Steel l.s. 1.00 Structural Steel (Trusses) kg 501.25 Structural Steel (Purlins) kg 416.00 Metal Structure Accessories (Sagrods) pc 54.00 Metal Structure Accessories (Sagrods) pc 8.00 (Turnbuckles) metal Structure Accessories (Sagrods) pc 8.00 Metal Structure Accessories (Crossbracing) pc 8.00 Sewer Line Works l.s. 1.00 Plumbing Fixtures l.s. 1.00 Cold Water Lines and Fittings l.s. 1.00

Submitted by:		
Name of Company	Signature Over Printed Name	

Part No.: D	Part Description: ELECTRICAL WORKS
r are non <u>s</u>	rait Description: ELECTRICAL WORKS

(Columns (1), (2), (3) and (4) are to be filled up by the Procuring Entity)			(Columns (5) and (6) are		
			to be filled up by the Bidder)		
Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
1100 (10)	Conduit, Boxes, and Fittings (conduit works/conduit rough-in)	l.s.	1.00		
1101 (33)	Wires and Wiring Devices	l.s.	1.00		
1102 (1)	Panelboard with Main & Branch Breakers	l.s.	1.00		
				Sub-Total for this Page	

Submitted by:		
Name of Company	Signature Over Printed Name of Authorized Representative	

Public Bidding No. 025-2023

Rehabilitation of Procurement Service - Department of Budget and Management (PS-DBM)
Cagayan De Oro Building

Part No.: <u>E</u>	Part Description: MECHANICAL WORKS
--------------------	------------------------------------

(Columns (1), (2), (3) and (4) are to be filled up by the Procuring Entity)					
Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
1200	Airconditioning and Refrigeration System	l.s.	1.00		
			:	Sub-Total for this Page	

Submitted by:		
Name of Company	Signature Over Printed Name of Authorized Representative	Date

REHABILITATION OF PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) CAGAYAN DE ORO BUILDING PB NO. 025-2023

				DET	DETAILED ESTIMATES	TES						
					DIRECT COST			TOTAL MARK-UP	ARK-UP			
ITEM NO. (1)	DESCRIPTION (2)	QTV .	UNIT (4)	MATERIAL (5)	LABOR (6)	EQUIPMENT (7)	TOTAL DIRECT COST (8) (5)+ (6) + (7)	(6) %	VALUE (10) (8) x (9)	VAT (11) 5% × [(8)+(10)]	VAT TOTAL COST (11) (12) 5% x [(8)+(10)] (8) + (10) + (11)	UNIT COST (13) (12) / (4)
PART I	OTHER GENERAL REQUIREMENTS											
B.3	Permit and Clearances	1.00	S,l									
8.5	Project Billboard/ Sign Board	2.00	69									
8.7(2)	Occupational Safety and Health Program	1.00	s;									
	TOTAL OF PART I											
PART II	CIVIL, MECHANICAL, ELECTRICAL AND SANITARY/PLUMBING WORKS	Y/PLUMBING V	VORKS									
PARTA	EARTHWORKS								2000			
801(1)	Removal of Structures and Obstruction	1.00	S.									
803(1)a	Structure Excavation (Common Soil)	13,45	a.m.									
804(1)a	Embankment (from Structure Excavation)	6.24	cu.m.									
804(4)	Gravel Hill	0.31	ar.m.									
	TOTAL OF PART A											
PART B	PLAIN AND REINFORCED CONCRETE WORKS								1			
900(1)c1	Structural Concrete (Class A, 28 days)	7.82	a.m.									
902(1)a	Reinforcing Steel (Deformed, Grade 40)	807.92	kg.									
903(2)	Formworks and false works	3.56	sd.m.									
900(4)b	Structural Concrete (Class C, 14 days)	7.82	cu.m.									
	TOTAL OF PART B											
PARTC	FINISHING AND OTEHR CIVIL WORKS											
C.1. Masonry Works	Works											
1046(2)a2	CHB Non-Load Bearing (including Reinforcing Steel (150mm)	24,43	sq.m.									
	Sub - Total C.1											
C.2 Fabricated Materials	d Materials											
1010(1)	Frames (Jambs, Sills, Head, Transoms and Mullions)	1.00	set									
1010(2)	Doors (Flush)	1.47	sq.m.									
1004 (2)	Finishing Hardware	1.00	l.s.									
1007(1)a	Aluminum Glass Door (Sliding Type)	1.26	sq.m.									
1007(1)b	Aluminum Glass Door (Swing Type)	10.71	sd.m.									
1008(1)c	Afuminum Glass Windows (Awning Type)	1.08	sq.m.									
1008(1)d	Aluminum Glass Windows (Fixed Type)	00.6	sd.m.									
1011(1)b	Aluminum Roll Up Door	2.00	set									
	Sub-Total C.2											
C.3 Finishing Works	Works											
1003(1)a1	Ceiling (4.5 mm, Metal Frame, Fiber Cement board)	6.75	sq.m.									
1018(1)	Glazed Tiles and Trims	27.00	sq.m.									
1018(2)	Unglazed Tiles	6.75	sq.m.									
1027(1)	Cement Plaster Finish	40.80	sd.m.									
	Sub-Total C.3											
C.4 Painting Works	Works											
1032(1)a	Painting Works (Masonry/Concrete)	17.61	sq.m.									

1032(1)b	Painting Works (Wood)	122.29	sq.m.				
1032(1)€	Painting Works (Steel)	155.63	sd.m.				
	Sub-Total C.4						
C.5 Roof Frai	C.5 Roof Framing and Roofing Works						
1014 (1)b2	Prepainted Metal Sheets (above 0.427mm, Rib Type, Long Span)	122.29	sq.m.				
1013(2)61	Fabricated Metal Roofing Accesory (Gutter, Gauge 24)	35.00	Ę.				
1013(2)a2	Fabricated Metal Roofing Accesory (Flashing, Gauge 26)	20.00	ë.				
1047(1)	Structural Steel	1.00	ŝ				
1047(2)a	Structural Steel (Trusses)	501.25	D)				
1047(2)b	Structural Steel (Purlins)	416.00	kg				
1047(3)b	Metal Structure Accessories (Sagrods)	54.00	Z				
1047(3)c	Metal Structure Accessories (Tumbuckles)	16.00	Z				
1047(3)d	Metal Structure Accessories (Crossbracing)	8.00	Z				
	Sub-Total C.5						
C.6 Plumbing Works	Works						
1001(8)	Sewer Line Works	1.00	s;				
1002(4)	Plumbing Fixtures	1.00	<u>.</u>				
1002(24)	Cold Water Lines and Fittings	1.00	,S.				
	Sub-Total C.6						
	TOTAL OF PART C						
PART D	ELECTRICAL WORKS				1000		
1100(10)	Conduit, Boxes, and Fittings (conduit works/ conduit rough-in)	1.00	.5.				
1101(33)	Wires and Wiring Devices	1.00	<u>,,,</u>				
1102(1)	Panelboard with Main & Branch Breakers	1.00	<u>ત્</u>				
	TOTAL OF PART D						
PARTE	MECHANICAL WORKS						
1200	Air Conditioning and Refrigeration System	1.00	ls.				
	GRAND TOTAL						

Signature Over Printed Name of Authorized Representative

Date

Name of Company

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TEC	HNICAL COMPONENT ENVELOPE
	Class "A" Documents
Les	al Documents
	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
Tec	nnical 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; and
	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.
Fin	ncial Documents
	(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
	Class "B" Documents

	I (i	i)	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. FI	NA]	NCI	AL COMPONENT ENVELOPE
	((j)	Original of duly signed and accomplished Financial Bid Form; and
<u>O</u> :	ther	doc doc	umentary requirements under RA No. 9184
	((k)	Original of duly signed Bid Prices in the Bill of Quantities; and
	((1)	Duly accomplished Detailed Estimates Form, including a summary shee
			indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and
		(m)	Cash Flow by Quarter.

Bid Form

Date:		
Invitation to Bid No:	PB No.	025-2023

To: PS-DBM Internal BAC Chairperson

Procurement Service
PS Complex, RR Road
Cristobal St., Paco, Manila

Gentlemen and/or Ladies:

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: <u>Rehabilitation of Procurement Service Department of Budget and Management (PS-DBM) Cagayan De Oro Depot</u>;
- 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 amount in words] and [insert amount in figures];
- d. The discounts offered and the methodology for their application are: [insert amount in words] and [insert amount in figures] and [insert methodology of application]];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: (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;
- 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 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 <u>Rehabilitation of Procurement Service Department of Budget and Management (PS-DBM) Cagayan De Oro Depot</u> of the <u>Procurement Service</u>.
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Dated this	day of	20
[signature]		[in the capacity of]
Duly authorized to sig	gn Bid for and on bel	halfof

STATEMENT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT

[Date of Issuance]
To: Procurement Service
Thru: Chairperson
Internal Bids and Awards Committee
Procurement Service – DBM
Cristobal St., Paco, Manila
Dear:
In compliance with the requirements of the PS-DBM Internal Bids and Awards Committee for the bidding of the Rehabilitation of Procurement Service Department of Budget and Management (PS-DBM) Cagayan De Oro Depot under PB No. 025-2023, we certify that [Name of the Bidder] has in its employ keepersonnel, such as Project Engineer, Electrical Engineer, Safety Officer, and General Foreman, who will be engaged for the construction of the said Project. Further, we likewise certify the availability of equipment that [Name of the Bidder] owns, has under lease, and/or has under purchase agreement that may be used for the Project
Very truly yours,
[Name of Authorized Representative] [Position]
[Name of Bidder]

LIST OF CONSTRUCTION KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

Rehabilitation of Procurement Service - Department of Budget and Management (PS-DBM) Cagayan De Oro Depot

Busin	Business Name Business Address	under Public Bidding No. 025-2023	ng No. 025-2023		ĺ
		Project Engineer	Electrical Engineer	Safety Officer	General Foreman
-	Name				
2.	Address				
<u>ښ</u>	Date of Birth				
4	Employed Since (Current Co.)				
5.	Previous Employment				
9	Education				
7.	PRC License/ Accreditation from DOLE-OHSC (for the Health and Safety Officer)/ DPWH Accreditation				
ထ်	Years of Experience in Proposed Position				
Note:	Note: This List must be supported by individual resumes the following documents: 1. Individual resumes to show proof of the following: a. that the proposed personnel meets the required relative experience b. list of projects handled with the corresponding position and its inclusive years of experience (e.g. Renovation of Office Building, Project Manager, 2012-2017) 2. Photocopy of PRC Licenses/DOLE-OHSC/DPWH Accreditation. Expired PRC License may be accepted provided that proof for the renewal of application is attached. Valid and renewed PRC license of all key personnel assigned must be submitted during Post-Qualification.	sumes the following document so following: The required relative experience sponding position and its inclustication. ISC/DPWH Accreditation. Ovided that proof for the renew mitted during Post-Qualification.	cuments: erience s inclusive years of exp n. e renewal of application	oerience (e.g. Renova	ation of
Subm	Submitted by :				
Desig	Designation :	(Printed Name & Signature	(Printed Name & Signature of Authorized Representative)		

Date

LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENT, PLEDGED TO THE PROPOSED CONTRACT

Rehabilitation of Procurement Service - Department of Budget and Management (PS-DBM) Cagayan De Oro Depot under Public Bidding No. 025-2023

Business Name:

Business Address

Description	Model/Y ear	Model/Y Capacity/Performance/Siz	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/
A. Owned							Lessor/Vendol
=							
=							
B. Leased							
=							
C. Under Purchase Agreement							
ii.							

Note: This List must be supported by proof of ownership, lease and/or purchase agreement. For lease and purchase agreement, such proof must include a certification of availability of equipment from the lessor/vendor for the duration of the project.

	(Printed Name & Signature of Authorized Representative)
Submitted by	

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•	
TOTAL COLOR	i di di di

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT(SLCC)

	1	
[Date]		

Dear

In compliance with the eligibility requirements for the bidding of the Rehabilitation of Procurement Service - Department of Budget and Management (PS-DBM) Cagayan De Oro Depot, this is to certify that *[name and complete address of Bidder]* has the following completed government and private contracts:

& Outstandin g Works, if applicable if (in PhP)		
Percentages Planned Actual Accomplishmets,		
+ +		
Date of Total Completio Contract n Value a Completio n, i applicable (in PhP)		
क		
Total Contract Value Award (in PhP)		
Contractor's Total Role (whether Contract sole contractor, Award subcontractor (in PhP) or partner in a JV)		
and of Work		
and		
Contract		
Date of Contrac t		
Tab Name of Date of Contract Owner's No. Contract Contrac Duration Name t Address		
Tab No.		

Yours sincerely,



[Signature over printed name of Authorized Representative] [Title]

[Name of Firm]

[Date]

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, IF ANY

î	7	1 6	1 3	ń!	٦
					Dear

In compliance with the eligibility requirements for the bidding of the Rehabilitation of Procurement Service - Department of Budget and Management (PS-DBM) Cagayan De Oro Depot, this is to certify that *Iname and complete address of BidderI* has the following on-going government and private contracts. [Including contracts awarded but not yet started]:

Value of Outstandin g Works, if applicable (in PhP)		
Percentages of Vercentages of Oue Actual grand Accomplishme apostos, if (if applicable)		
Total Contract Value at Completio n, if applicable (in PhP)		
[Estimated] Date of Completio n		
Total Contract Value at Award (in Ph₽)		
e Contractor's rk Role (whether sole contractor, subcontractor or partner in a		
Nature of Work		
Owner's Name and Address		
Name of Date of Contract Contract Contrac Duration t		
Date of Contrac t		
Name of Contract		
Tab No.		

Yours sincerely,

[Signature over printed name of Authorized Representative] [Title]

[Name of Firm]

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This JOINT VENTU	RE AGREEMI	ENT (hereinafter re	eferred to as the "Agreement"),
entered into this	day of	20 at	City, Philippines by and
among:			
	a doi	mestic corporation	duly organized, registered and
existing under and by vi	irtue of the laws	of the Republic of th	e Philippines, with office address
at	, rep	resented by its	
hereinafter referred to a	s "		
		- and -	
		a domestic corpo	ration duly organized, registered
and existing under and	by virtue of the	laws of the Republ	ic of the Philippines, with office
address at			, represented by its
		, hereinafter re	ferred to as "";
		- and -	
			a foreign corporation
organized and existing u	ander and by virt	ue of the laws of	, represented
by its			hereinafter referred to as
66 29, 			

(Henceforth collectively referred to as the "Parties"

WITNESSETH: That

WHEREAS, the Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of for the;
WHEREAS, the parties have agreed to pool their resources together to form the " Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;
NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:
ARTICLE I ORGANIZATION OF THE JOINT VENTURE
SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;
SECTION 2. Name – The name and style under which the JV shall be conducted is "";
SECTION 3. Principal Place of Business — The JV shall maintain its principal place of business at
SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;
SECTION 5. The Joint Venture shall be represented by the in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.
SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written



statement in English on the other Party, not less than 90 days prior to the intended date termination

ARTICLE II PURPOSE

SECTION 1.	The primary purpose of the Joint Venture is to participate in the public
bidding to be cor	ducted by the DBM-PS Bids and Awards Committee for the supply
and delivery of _	for the ,

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

ARTICLE III SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

ARTICLE IV CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION 1. Contribution – The Parties shall contribute the amount of ______ (Php ____) to support the financial requirements of the Joint Venture, in the following proportion:

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, ____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec. 1 of this Article upon completion,



final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

according to the laws of	ng Law - This Agreement shall be governed by and construed of the Republic of the Philippines. Venue of any court action ement shall be exclusively laid before the proper court of the ines.
IN WITNESS WHERE on the date and place fir	OF, the parties have set their hands and affixed their signatures est above-stated.
_	
	Signed in the Presence of:



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) CITY/MUNICIPALITY OF) S.S. PROVINCE OF (in the case of Municipality)			
BEFORE ME, a Notary Public for and in the City/Municipality of(indicate also the Province in the case of Municipality, this day of(month & year) personally appeared the following:			
Name ID Name, Number and Validity Date			
Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.			
This instrument refers to a Joint Venture Agreement consisting of pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.			
WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.			
NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No, [date issued], [place issued] IBP No, [date issued], [place issued]			
Doc. No Page No Book No Series of			
Note: The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.			
"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:			
At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the			

 $National\ Council\ for\ the\ Welfare\ of\ Disabled\ Persons\ (NCWDP),\ Department\ of\ Social\ Welfare\ and\ Development\ (DSWD)\ certification$

SUPPLIER'S LETTERHEAD

Date
Chairperson PS-DBM Internal Bids and Awards Committee Paco, Manila
Dear Sir:
This has reference to Public Bidding No. <u>025-2023</u> for <u>(Name of Project)</u> (Name of Company) respectfully requests for the following:
 () Withdraw of Bid Submissions () Refund of Bid Security (Attached is a photocopy of the Procurement Service Official Receipt) () Cancellation of Credit Line Certificate
It is understood thatwaives its right to file any motion for reconsideration and/pr protest in connection with the above-cited Public Bidding Project.
Thank you.
Very truly yours,
Authorized Signatory for the Company



Form of Performance Security (Bank Guarantee)

То	: Procurement Service PS Complex, Cristobal St., Paco, Manila			
	WHEREAS,(Name and Supplier") has undertaken, in pursuar to execute (Name of Contra	ice	of Notice of Award No.	dated
Contr				
	AND WHEREAS, it has been stipul furnish you with a Bank Guarantee by ity for compliance with his obligations	a re	ecognized bank for the sum	n specified therein as
	AND WHEREAS, we have agreed to	o gi	ive the Supplier such a Bar	nk Guarantee;
in who deman <u>Guara</u> deman	NOW THEREFORE, we hereby affor behalf of the Supplier, up to a total or ich the Contract Price is payable, and and and without cavil or argument, and antee] as aforesaid without your needing and for the sum specified therein. We hereby waive the necessity of presenting us with the demand.	f [A we ay s ag t	mount of Guarantee] prope undertake to pay you, up sum or sums within the list oprove or to show ground	oortions of currencies on your first written imits of [Amount of s or reasons for your
to be j you ai	rther agree that no change or addition to performed thereunder or of any of the nd the Supplier shall in any way releate reby waive notice of any such change, This guarantee shall be valid until the	Conse is	ntract documents which mus from any liability under dition or modification.	ay be made between r this guarantee, and
& Cer	tification of Acceptance Report(I.C.A			1 [
ТНЕ	SIGNATURE AND SEAL OF E GUARANTOR			
	NAME OF BANK ADDRESS			
	DATE	+		

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES) CITY OF				
X				

BID SECURING DECLARATION

Invitation to Bid: Public Bidding No. 025-2023

To: Procurement Service
PS Complex, RR Road
Cristobal St., Paco, Manila

I/We¹, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
- (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
- (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]

Affiant

		day of [month] [year] at [place of	
execution], Philippines. Affiant/s kno			
[insert type of government identificat			
thereon, with no	issued on	at	
337'4 1 1 1 1 1 1 1	1 (0) (1) 1		
Witness my hand and seal this	_day of [month] [year]	•	
	274		_
		ME OF NOTARY PUBLIC	
	Serial No. o	of Commission	
	Notary Pub	lic for until	
	Roll of Atto	orney's No.	
	PTR No	[date issued], [place issued	1]
	IBP No	[date issued], [place issued	1
Doc. No.	***************************************		
Page No.			
Book No.			
Series of .			

*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- c. Performance Security;
- **d.** Notice of Award of Contract and the Bidder's conforme thereto; and
- **e.** Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.



4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

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

for:
[Insert Procuring Entity]

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

Acknowledgment

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

KEY PERSONNEL

(FORMAT OF BIO-DATA)

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

1.	Name	:			
2.	Nationality	:			
3.	Education and Degrees	:			
4. 5.	Proposed Position Length of Service with th Firm	: e :	year(s) (years) (years)	from(mo	onths)
6.	Years of Related Experience for the proposed position	e :	(years)		
7.	List of Projects Handled	ŝ	(Use additional shee	et/s if necessary)	
	Name of Project :				
	Name of Owner :				
	Type of Project :				
	Position :				
	Period of : Assignment —				
	the event that <u>(Name of the</u> e <u>Project)</u> I, firmly commit to		e the post of <u>Desig</u>	nation)	
				Signature of Key Perse	onnel

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).

