

BIDDING DOCUMENTS

FOR THE

**SUPPLY OF LABOR AND MATERIALS FOR THE
PROPOSED RENOVATION AND CONSTRUCTION WORK
AT SEC CAGAYAN DE ORO EXTENSION OFFICE**

Public Bidding No. 2023-021

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as

specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Invitation to Bid

1. The **Securities and Exchange Commission (SEC)** through its **Bid and Awards Committee**, now invites Bidders to bids for the hereunder Works:

Project ID No.	:	Public Bidding No. 2023-021
Contract Name	:	Supply of Labor and Materials for the Proposed Renovation and Construction Works at SEC Cagayan de Oro Extension Office
Contract Location	:	SEC Building, Corner 14 th and Tomasaco Del Lara Sts., Cagayan de Oro City
Approved Budget for the Contract (ABC)	:	One Million One Hundred Thousand Pesos (Php 1,100,000.00)
Source of Fund	:	FY 2023 Annual Operating Budget of SEC
Contract Duration	:	Ninety (90) Calendar Days excluding regular holidays
PCAB License	:	Size Range: Small B (General Building) License: C & D

2. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. The Contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification.
4. Interested bidders may obtain further information from the SEC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
5. A complete set of Bidding Document may be acquired by Interested Bidders on **May 12, 2023** from the given address and websites below and upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Pesos (Php 1,000.00)**.
6. It may also be downloaded free of charge from the Philippine Government Electronic Procurement System (PhilGEPS) and SEC websites, provided that the bidders shall pay the applicable fee for the Bidding Document not later than the submission of their bids.

The prospective bidders are advised to send an email at nmdelasalast@sec.gov.ph to request for the Payment Assessment Form (PAF), which shall be used for the payment of the abovementioned applicable fee.

Payments should be done over the counter at any Landbank branch nationwide or online through eSPAYSEC.

For over the counter payment at LandBank:

- *Print 2 copies of PAF:*
 - *1 Client Copy*
 - *1 LandBank Copy*
- *Accomplish the on Call Payment slip per fund account as indicated on the breakdown summary.*
- *Use the correct Fund Account and Account No. and provide the below information:*
 - *Reference Number 1 - PAF No.*
 - *Reference Number 2 - Name of Payor appearing on the PAF*
- *Present On Call Payment Slip, together with the PAF, to the LandBank Teller*

For online payment:

- *Access eSPAYSEC through the link below, enter PAF Reference Number, select your payment: <https://www.sec.gov.ph/sec-payment-portal>*
- *Enter PAF Reference Number*
- *Select preferred payment option:*
 - *Debit/Credit Card*
 - *Paymaya Wallet/GCash*
- *Enter email address and verification code*
- *Click proceed to payment*

7. The SEC will hold a Pre-Bid Conference on **May 15, 2023 (Monday) 10:00A.M.** at **HRAD Conference Room, 7th/F, The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air, 1209 Makati City** and/or through video conferencing or webcasting via zoom, which shall be open to prospective bidders.

The prospective bidders are advised to send email at **nmdelasalas@sec.gov.ph** for the link to join the meeting which will be provided before the scheduled Pre-Bid Conference.

8. Bids must be duly received by the BAC Secretariat through manual submission at the **Procurement Division, 7th/F The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Barangay Bel-Air, Makati City**, on or before, **May 29, 2023 (Monday) 10:00A.M.** Late bids shall not be accepted.
9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
10. Bid Opening shall be on **May 29, 2023 (Monday) 10:15 A.M. at HRAD Conference Room, 7th/F, The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air, 1209 Makati City.** Bids will be opened in the presence of the bidder's representative who choose to attend the activity (To minimize face to face transaction with the public only one (1) representative for each bidder will be allowed during the opening of bids)
11. Each Bidder shall submit one **(1) originally signed certified true copy of the original document and two (2) duplicate copies** of the first and second components of its bid. ***Bidders must arrange each bid document into sections with tabs properly labeled separating each document according to the provided checklist.***
12. The Securities and Exchange Commission reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in

accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to: SEC BAC Secretariat

*Procurement Division
Human Resource and Administrative Department
7/F The SEC Headquarters, 7907 Makati Ave.
Salcedo Village, Bel-Air, 1209 Makati City
Telephone No.: 8818-5330
Email Address: nmdelasalas@sec.gov.ph*

14. You may visit the following websites to download the Bidding Documents:

<https://www.sec.gov.ph>
<https://www.philgeps.gov.ph>

May 5, 2023

ARMANDO A. PAN, JR
Chairman, BAC

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. **Scope of Bid**

The Procuring Entity, *SEC* invites Bids for the **Supply of Labor and Materials for the Proposed Renovation and Construction Works at SEC Cagayan De Oro Extension Office** with Project Identification Number: **Public bidding No. 2023-021**

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 FY 2023 in the amount of **One Million One Hundred Thousand Pesos (Php 1,100,000.00)**.

2.2. The source of funding is through the authorized appropriations under the approved **FY-2023 Annual Operating Budget of SEC**.

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. 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.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **Conference Room, 12th/F SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Barangay Bel-Air, 1209 Makati City** and/or through videoconferencing/webcasting} as indicated in paragraph 7 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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 for **120 Calendar Days**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 8 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 10 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

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause							
5.2	Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the requirement shall be any project that involves RENOVATION/FIT-OUT (ARCHITECTURAL AND CIVIL WORKS); and in the amount of at least 50% of the Approved Budget for the Contract.						
7.1	Subcontracting is not allowed.						
10.3	Current Valid PCAB License and Registration for "General Building" with at least "Small B" (size range).						
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Personnel</th> <th style="text-align: center;">Professional Qualification/s</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">One (1) Project Manager (PM)</td> <td>Registered Civil Engineer or Architect with at least five (5) years of experience in the construction industry</td> </tr> <tr> <td style="text-align: center;">One (1) Safety Officer</td> <td> <ul style="list-style-type: none"> ▪ Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribe by Department of Labor and Employment; and ▪ With at least three (3) years of experience as Safety Officer in the construction industry </td> </tr> </tbody> </table> <p>Each of the contractor's Key Personnel must be supported by the following documents:</p> <p>For PM:</p> <ol style="list-style-type: none"> a. Curriculum Vitae; b. Valid (not expired) Professional Identification Card issued by the Professional Regulation Commission <p style="padding-left: 40px;">If for Renewal, submit a copy of the following:</p> <ol style="list-style-type: none"> a. Recently expired Professional Identification Card; and b. Official Receipt as proof of payment for the application for renewal <p>For Safety Officer:</p> <ol style="list-style-type: none"> a. Curriculum Vitae; b. Certificate of Training on Construction Occupational Safety and Health issued by a DOLE-accredited training center 	Personnel	Professional Qualification/s	One (1) Project Manager (PM)	Registered Civil Engineer or Architect with at least five (5) years of experience in the construction industry	One (1) Safety Officer	<ul style="list-style-type: none"> ▪ Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribe by Department of Labor and Employment; and ▪ With at least three (3) years of experience as Safety Officer in the construction industry
Personnel	Professional Qualification/s						
One (1) Project Manager (PM)	Registered Civil Engineer or Architect with at least five (5) years of experience in the construction industry						
One (1) Safety Officer	<ul style="list-style-type: none"> ▪ Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribe by Department of Labor and Employment; and ▪ With at least three (3) years of experience as Safety Officer in the construction industry 						
10.5	Not applicable						

12	Not Applicable
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php 22,000.00 or (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than Php 55,000.00 or (5%) of ABC, if bid security is in Surety Bond.
19.2	Not Applicable
20	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ul style="list-style-type: none"> 1. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ul style="list-style-type: none"> i. Latest Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment within the last six (6) months.
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	Completion Period: The contractor shall complete and turn-over the project within Ninety (90) calendar days excluding regular holidays
4.1	Possession of the Site shall be given to the as specified in the SEC Scope of Works and Specifications and SEC Approved Plans and Drawings.
6	Not applicable
7.2	<p>The Contractor shall guarantee the works done to be free from defects for a period of one (1) year reckoned from the date of acceptance of the project. The warranty shall be covered by retention money.</p> <p>FORM OF WARRANTY SHALL BE IN ACCORDANCE WITH THE PROVISIONS UNDER SECTION 62.2 OF THE 2016 REVISED IMPLEMENTING RULES AND REGULATIONS OF REPUBLIC ACT NO. 9184</p>
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	<p>The Contractor shall be required to submit to SEC within ten (10) calendar days from receipt of the Notice of Award the following additional project requirements:</p> <ul style="list-style-type: none"> a. Construction Schedule b. S-Curve c. PERT-CPM d. Manpower Schedule e. Construction Methodology in Narrative Form
11.2	The amount to be withheld for late submission of an updated Program of Work is one percent (1%) of the gross amount due for payment.
13	Upon written request of the contractor, and subject to the requirements in Annex E of the 2016 IRR of RA 9184, Advance payment in the amount not exceeding fifteen percent (15%) of the Total Contract Price shall be made in one (1) lump sum payment.
14	<p><u>Payment Schedule:</u> 1st Progress Billing - at least 50% (actual accomplishment) 2nd Progress Billing - at least 75% (actual accomplishment) 3rd and Final Billing - 100% completion</p> <p>Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</p>

15.1	The date by which operating and maintenance manuals and “as built” drawings shall be submitted not later than ten (10) calendar days from completion date.
15.2	The amount to be withheld for failing to submit and secure acceptance and approval of “as built” drawings and/or operating and maintenance manuals by the date required is two percent (2%) of the Contract Price.

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure

a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

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

Technical Specification

I. Project Title

Renovation and Construction Works for SEC Cagayan de Oro Extension Office

II. Requirements

Supply of Labor and Materials

III. Objective

To supply labor and materials for the renovation and Construction Works at the Securities and Exchange Commission Cagayan de Oro Extension Office

IV. Specifications

Bidder should be capable of providing the supply of labor and materials with the following features:

1. RENOVATION OF THE SECOND FLOOR INCLUDING THE DIRECTOR'S ROOM AND RESTROOM

GENERAL REQUIREMENTS

- 1.01 All materials to be used in construction shall be inspected and approved by the Architect or Engineer in charge.
- 1.02 Sample and shop drawings of finishing materials shall be submitted for the Architect's or Engineer's approval prior to fabrication and/or installation.
- 1.03 Should there be any conflict between the plans and specifications, both shall be referred to the Architect or Engineer for decision prior to implementation.

SITE PREPARATIONS

- 2.01 Construction site shall be free from all sorts of debris. Existing structures shall be removed or demolished.
- 2.02 Construction site shall be covered with a perimeter fence. The perimeter fence shall be made of coco lumber of at least 8 feet in height and shall be covered using ordinary plywood or blue sack.
- 2.03 All batter boards shall be laid out with the supervision of the supervising Engineer.

DOORS AND WINDOWS

3.01 DOORS

GLASS DOORS

The number and schedule of glass doors shall be in accordance with the drawing plans. Doors and jambs shall be made of an Aluminum Analok frame with ¼" thick brown glass.

PVC DOORS

The number and schedule of PVC doors shall be in accordance with the drawing plans. Unless otherwise specified in the drawing plans, all PVC doors shall not have louvers. All PVC doors shall be of good quality plastic and free from cracks, deformities, and scratches.

3.02 WINDOWS

The number and schedule of glass windows shall be in accordance with the drawing plans. All sliding glass windows indicated in the drawing plans shall have a minimum thickness of one-fourth inches. Glass to be installed shall be clear and without tinting. The glass to be installed shall not be tempered. Frames to be used shall be made of anodized aluminum. Glass works shall be sealed using a transparent silicone sealant. All glass to be installed shall be new and shall be free from scratches and cracks.

Installation of all glass works shall be performed only by experienced personnel with the supervision of the Engineer or Foreman.

3.03 HARDWARE

Door locksets to be used shall be STANLEY or equivalent. The door hinges to be used shall be STANLEY. All door locksets and hinges shall be new and without defects and/or damages.

INTERIOR PARTITIONS

- 4.01 Interior partitions, unless otherwise indicated on the drawing plans, shall be made of light metal frames using studs and tracks on 1/4" thick fiber cement board. Fasteners shall be 1" hard screw

CEILING AND EAVES

- 5.01 Ceiling and eaves, unless otherwise indicated on the drawing plans, shall be made of 3.5mm fiber cement board properly fastened on metal frames. Double furring, single furring, and carrying channels shall be used as frame members. All frame members shall be properly fastened and hung. Self-drilling metal screws shall be used in the fastening of all metal frames and boards. Air vents and manholes shall be provided as indicated on the drawing plans.

FINISHES

6.01 FLOOR FINISHES

Flooring for the toilet and hallways shall be made of concrete slab with a smooth grout finish unless otherwise indicated on the drawing plans. The finished floor line shall be in accordance with the drawing plans. Flooring for Comfort Rooms shall be of white 30x30" unglazed ceramic tiles. All tiles shall be properly placed to prevent dislodging and cracks.

6.02 **WALL FINISHES**

Plain cement and paint finish for exterior/interior walls as indicated on plans. (Groove/tooled joint plaster finish with textured paint along the work area)

6.03 **CEILING FINISHES**

The ceiling and eaves shall be of plain paint finish (color: white). The Joint shall be sealed before the application of paints.

6.04 **INSTALLATION OF GLASS**

General: Employ only skilled labor. Set glass without springing, accurately fitted and carefully set using setting and spacer blocks in accordance with the recommendation of the glass manufacturer. Set all glass before final painting. Take every precaution to insure first-glass free from edge chips cracks or other defects and that all glazing materials are properly installed to meet approval.

Examination of Surfaces: Before commencing the setting examines surfaces and report to the Architect in writing any defect in it. Commencement of work shall indicate the acceptance of the surface as satisfactory.

Breakage: The Contractor shall be responsible for all glass broken because of faulty setting and shall be replaced at his expense.

Expansion: Allow for the expansion of glass as per the manufacturer's recommendation.

PAINTING WORKS

- 7.0.01 Furnish and cast in place all labor, materials, and equipment to complete the painting work as required herein. All paints and painting materials shall be delivered in unbroken packages bearing the manufacturer's brand and name and shall be used without alteration as required herein.

Use first-class neutralizer, primer, putty, tinting color, and thinning solvents of the same brand as recommended for the paint specified. Use Acrytex/Liquid Tile Paints on primer and Semi-gloss topcoat. Prior to the painting of surfaces, all exposed finished hardware, Electrical plates and Fixtures, Plumbing fixtures, Toilet accessories, Glass, and the like shall be adequately insulated and/or protected so that these materials are not stained with paint and drain materials. All other surfaces that would be endangered by stains and paint marks should be properly taped and covered with a craft paper of approved quality. Submit to the Architect or to the owner for approval of the samples in painted plywood panels before application, of color and shades as per approved color schemes, Plywood sizes shall be 30 cm x 30 cm any size that can easily be seen. No work is to be done without written approval by the Architect or the Engineer.

All the surfaces to be painted shall be thoroughly cleaned, dried, smooth, and free of oil, grease, roughness, dust, and dirt. All surfaces with imperfections shall be applied with plastic wood putty, using a putty knife.

Press the putty with even pressure to the base surface and make it exactly fine and even.

PLUMBING WORKS

- 8.01 Unless otherwise indicated or specified herein, all plumbing installations shall conform to the National Building Code and Specification, to all applicable standards, with the latest edition of the National Plumbing Code, and the existing ordinances, rules, and regulations of the local enforcing authorities. Workmanship shall be of the highest degree of performance. Defective equipment damaged in the course of installation must be replaced as required herein at no additional cost to the Owner. No alteration to be done to this specification shall be made without the written approval of the Architect or Engineer. All measurements shall be accurate in the field. All dimensional requirements shall be as recommended by equipped manufacturers or as directed by the Architect or Engineer.

8.02 PLUMBING PIPES AND FITTINGS

- a. Sewer pipes, vents fittings, and traps-use uPVC pipes and fittings
- b. uPVC Pipes and fittings for water lines
- c. 8" diameter concrete pipe for storm water drains
- d. Bronze Gate Valve- 125-pound working pressure, US Made
- e. PVC Joint Solvent
- f. Floor Drain size 100 mm x 100 mm
stainless steel Material Brand: Approved Quality
- g. Teflon Tape- for all waterline connections applied to male threads only.

8.03 PLUMBING FIXTURES

Unless otherwise specified herein, all fittings, traps, exposed piping, and other trim shall be chrome plated over nickel plate with a polished finished. Any hanger visible shall likewise be chrome plated over a nickel plate.

MATERIALS

- a. Water closet - "Royal Tern" concealed p-trap toilet bowls color white and all necessary accessories.
- b. Faucets – shall be of approved quality

ELECTRICAL WORKS

9.01 GENERAL DESCRIPTION

Work to be done under this section of the Specifications consist of the fabrication, complete in all details, of the electrical work, at the subject premises, and all work and materials incidental to the proper completion of the installation, except those partition of the work which is expressly stated to be done by others. All works

shall be in accordance with the governing Codes and Regulations and the specifications except where the same shall conflict with such codes, etc., in which case the latter shall govern. The requirement in regard to materials and workmanship specify the required standards for the complete installation of the work specified herein and indicated on the drawings. These specifications are intended to provide a broad outline of the details of design and construction. Follow per plan & specifications to complete all works for this item.

9.02 **BASIC MATERIALS**

- a. Wires & Cables- standard, copper, and softly drawn and annealed shall be 98% conductivity usage. THW for service entrance feeder and power circuits. THHN for lighting and convenience outlet circuits. The minimum size of wire shall be # 2 mm unless specified. Materials Brand: Duraflex, Phelp dodge, or Columbia . A.E
- b. Rigid Steel Conduits- hot dipped galvanized steel, Schedule 40 approved equivalent. IMC shall be used for the service entrance feeder as indicated on the plan.
- c. Electrical PVC Pipe- In general, all layouts shall be made in PVC unless otherwise specified or indicated in plans. Material Brand: Neltex.,A,E
- d. Junction and Utility Boxes- PVC shall be provided as indicated or required.

9.03 **LIGHTING FIXTURES**

- a. 24W LED lamps shall be used with 5W LED recessed type on corners or as indicated. Provide 4” diameter plastic receptacles located as indicated on the plans.
- b. Full-color switches shall be rated 15 Amperes 240V AC with matching modern cover plate, beige color, or any owner’s choice. Material Brand: Royu
- c. Full-color receptacle or convenience outlet shall be rated at 20 Amperes, 250V AC. Material Brand: Royu
- d. Plates and Blank Cover- used to cover receptacles and switches, also used to cover unused utility boxes
- e. Circuit Breakers- all circuit breakers shall be 2 poles 240V AC, 60 hertz, rating as indicated on the plan except for the main circuit where Single Phase, 240V AC is required. Material Brand: Royu
- f. Panel Boards and Circuit Breaker Enclosures- The Panelboards shall be manufactured by a reputable board sheet with two (2) coats of anti-rust red lead primer and one (1) coat of light gray enamel painted finish. Dead front with twist lock, on the door cover NEMA manufactured or approved equivalent.

2. **REPAIR AND FLOORING OF GARAGE AREA**

GENERAL REQUIREMENTS

- 1.01 All materials to be used in construction shall be inspected and approved by the Architect or Engineer in charge.
- 1.02 Sample and shop drawings of finishing materials shall be submitted for the Architect’s or Engineer’s approval prior to fabrication and/or installation.

- 1.03 Should there be any conflict between the plans and specifications, both shall be referred to the Architect or Engineer for decision prior to implementation.

SITE PREPARATIONS

- 2.01 Construction site shall be free from all sorts of debris. Existing structures shall be removed or demolished.
- 2.02 Construction site shall be covered with a perimeter fence. The perimeter fence shall be made of coco lumber of at least 8 feet in height and shall be covered using ordinary plywood or blue sack.
- 2.03 All batter boards shall be laid out with the supervision of the supervising Engineer.

EARTHWORKS

- 3.01 All foundations shall be excavated to desired elevations and dimensions as indicated on the plans.
- 3.02 Remove materials of every nature and description encountered in obtaining indicated lines and grades.
- 3.03 Trim excavation sides to required lines and grades. No footing shall rest on fill.
- 3.04 Filling and backing works shall be done in layers not more than six (6) inches in thickness. Each layer must be thoroughly compacted and rammed by wetting, stamping, and rolling.

REINFORCED CONCRETE

4.01 CONCRETE

All structural members shall be of Class A concrete with minimum compressive strength of 3000 psi at 28 days. Concrete slab on grade shall be Class B concrete with minimum compressive strength of 2,500 psi at 28 days.

4.02 REINFORCEMENT

All reinforcing bars shall be round “deformed structural grade” conforming to ATSM A-615 $f_y=228.48$ MPa (33,000) psi. All reinforcing bar diameters in millimeters indicated on the plans should be strictly followed; any deviation from those specified shall have the written approval of the structural engineer. Where splicing is required, Slab reinforcing bars shall be spliced at a quarter point and a minimum length of 40 times the diameter of the bar.

4.03 REINFORCED CONCRETE WORK INCLUDED

Unless otherwise indicated on the drawings or specified herein, all concrete works shall be done in accordance with the “SPECIFICATIONS FOR CONCRETE AND REINFORCED CONCRETE” as adopted by the Department of Public Works and Highways, Philippines and the current American Concrete Institute’s BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI-318-63) in so far as they do not conflict, or are not inconsistent with specific provisions herein.

MATERIALS Portland cement shall conform to the “SPECIFICATIONS FOR PORTLAND CEMENT” (ASTM C 150, Latest Revision) for Type 1 Portland Cement. Concrete aggregates shall be well-graded, clean, hard particles of gravel or crushed rock conforming to the “SPECIFICATION FOR CONCRETE AGGREGATES” (ASTM C 33 Latest Revision).

The maximum size of aggregates shall be one-fifth (1/5) of the narrowest dimension between forms and not larger than three-fourths (3/4) of the minimum spacing between individual reinforcing bars or bundles of bars and in no case larger than two (2”) inches in diameter except that larger diameters may be allowed in massive concreting with written permission from the Architect/Engineer.

WATER

Water used in mixing concrete shall be clean and free from injurious amounts of oils, acids, alkalis, organic materials, or other substances that may be deleterious to concrete or steel.

MIXING CONCRETE

No hand mixing shall be allowed except in cases of emergency such as mixer breakdown during concrete operations. All concrete shall be machine mixed for at least 1-1/2 minutes after all materials including water are in the mixing drum.

4.04 FORMS

Forms and shoring shall not be removed until the concrete is adequately set and strong enough to withstand the anticipated loadings and in no case less than two (2) days after concreting. Removal of forms shall be in accordance with the standard government specifications. Unless otherwise specified in the drawing, use 12 mm (1/2”) thick plywood free from the warp and gross deformities, sufficiently braced with solid lumber.

4.05 PLACING REINFORCEMENTS

Place reinforcement fabricated to indicate shapes. Before placing, clean reinforcement thoroughly of loose rust, mill coating, and coating that would reduce or destroy the bond. Do not use reinforcements reduced in section. Do not place with kinks or bends not indicated in slabs, beams, or girders, and do not splice reinforcement at points of maximum stress. No pouring of concrete of any concrete structure, if the architect and the Structural Engineer will not check the design and structural computation and the Concrete specifications. Unless otherwise indicated on drawings and specified herein, the placing of reinforcements shall be done in accordance with ACI Building Code (ACI, 318).

4.06 CURING CONCRETE

After finishing surfaces, curing shall be done by keeping concrete continuously moist for at least one (1) week after placing. Slab, beam, and vertical surfaces may be sprayed with an approved preparation to retard evaporation of water provided

such spraying is not objectionable because of subsequent finish. Curing shall be as concrete has attained the initial set. No concrete will be moved when it starts in its initial set in accordance with the structural code.

FINISHES

5.01 FLOOR FINISHES

Flooring for the toilet and hallways shall be made of concrete slab with a smooth grout finish unless otherwise indicated on the drawing plans. The finished floor line shall be in accordance with that of the drawing plans.

MASONRY

5.02 MORTAR

Cement mortar shall be (1) part Portland cement and two (2) parts sand by volume but not more than one (1) part Portland cement and three (3) parts sand by volume. Where hand mixing is permitted, use a tight mortar mixing box. Where any mixed method is used, rake turn over materials for each batch before adding water, until even color of mixed materials indicates the cementations materials have been distributed thoroughly throughout the mass, after which gradually add water until thoroughly mixed water mortar of required plasticity is obtained. Prepare the jointing mortar with as dry consistency as will produce mortar sufficiently plastic to be worked into joints.

5.03 CONCRETE HOLLOW BLOCKS MATERIALS

All walls and partitions requiring hollow blocks or bricks as shown on the drawings shall be "PERMANENT" concrete hollow blocks.

LAYING OF HOLLOW BLOCKS

Wet the block thoroughly before using. The first row shall be properly and thoroughly anchored to the concrete columns, walls, or slabs. Courses shall be laid straight and well plumb and level by a string. Lay blocks in a staggered fashion with joints perfectly plumped and leveled.

REINFORCEMENTS

Deformed steel, Grade 33, structural grade, 10 mm diameter bars at 600 mm each way, horizontal bars at every third course for 100 mm thick hollow blocks.

FINISHES

6.01 WALL FINISHES

Plain cement and paint finish for exterior/interior walls as indicated on plans. (Groove/tooled joint plaster finish with textured paint along the work area)

3. STRUCTURAL STEELWORKS

Scope:

This section includes the structural steelwork complete.

General:

Connection for which details are not indicated shall be designed in accordance with the “American Institute of Steel Construction Manual of Steel Construction” and shall be welded and bolted.

Requirements:

1. Handling, shipping, and storing of steelwork.
2. All materials shall be handled shipped and stored in a manner that will prevent distortion or other damage. Materials shall be stored in a clean location and kept properly drained. All damaged materials shall be replaced or repaired at the expense of the Contractor.
3. Anchor bolts and sag rods shall conform to ASTM A 307 and applicable portions of A 36.
4. Structural carbon steel for plates, angles, or shapes shall conform to ASTM specification A36.
5. Cold-formed, light gauge structural member shall be formed from a sheet or strip, not less than 5mm thick and conforming to “Specifications for the Designed Light Gauge Cold-Form Steel Structural Members” of the American Iron and Steel Institute.
6. Saddle shall be standard manufactured products of the section shown and shall be heat treated, extruded aluminum alloy 6063-TS, conforming to ASTM Specification B221.
7. Expansion shields shall be of the style, type, and size suited for the intended use. Shields shall be accurately recessed and unless otherwise indicated shall be not less than 50mm into concrete or masonry.
8. Bolts, nuts, and washers shall be zinc-coated, regular commercial grade size as indicated, and shall conform to ASTM specification A307.

9. Power-driven nails shall be steel, specially formulated to produce high ductility and hardness and capable of being explosively driven through the medium to be attached.
10. Welding electrodes and rods for manual welding shall conform to AWS Specification A5.1 860.
11. Expanded metal lath shall be as indicated and shall be of the close mesh, heavy-duty, and rigid type.
12. Nails shall be common or finishing of the proper sizes for the intended use and shall be of the best commercial standard.
13. Stainless steel and anchor clips, bolts, and plates shall be of the configuration and sizes shown and shall conform to the best commercial standard as approved.
14. Workmanship and finish shall be equal to the best practice of modern shops for the respective work. Exposed surfaces shall have a smooth finish; sharp and well-defined lines. Section shall be well framed to shape and size with sharp lines and angles; curved work shall be sprung evenly to curves. All necessary rivets lag, and brackets shall be provided so that the work can be assembled in a neat and substantial manner. Holes for bolts and screws shall be drilled. Fastenings shall be concealed where practicable. The thickness of the metal and details of assembly and supports shall provide ample strength and stiffness. Joints exposed to the weather shall be formed to exclude workers. Metalwork shall be provided with proper clearances. Works shall be fabricated and installed in a manner that will provide for expansion and contraction, prevent the shearing of bolts, screws, and another fastening, insure rigidity and provide close fitting of sections.

Shop Painting

All structural steelwork, except zinc-coated surfaces and steelwork to be embedded in concrete or mortar, shall be shop painted. Surfaces to be welded shall be not coated within 75mm of the weld, prior to welding. Surfaces shall thoroughly dry and clean when the paint is applied. No painting shall be done in wet weather except undercover; the temperature shall be above 45 degrees F but not over 90 degrees F. Paint shall be applied thoroughly. Surfaces that will be concealed or inaccessible after assembly shall be painted prior to assembly.

V. Support Service

- A. The bidder must maintain local materials and services facility. The bidder must carry sufficient inventory to cover the materials within. Further, the bidder shall have well-trained skilled workers to furnish all installation, test, and start-up supervision necessary for final approval and acceptance well as perform maintenance and repairs on all components as required.
- B. The bidder must provide eight (8) business/office hours per five (5) days (Monday-Friday) technical support.
- C. Technical Support response and resolution time are as follows:

1. Within one (1) hour upon receipt of the notice, either via phone or email.
2. For onsite support, the Bidder must attend to and repair/replace the defective component within three (3) business days.
3. Must provide a ticket for each technical request or issue and must provide status report until resolution.

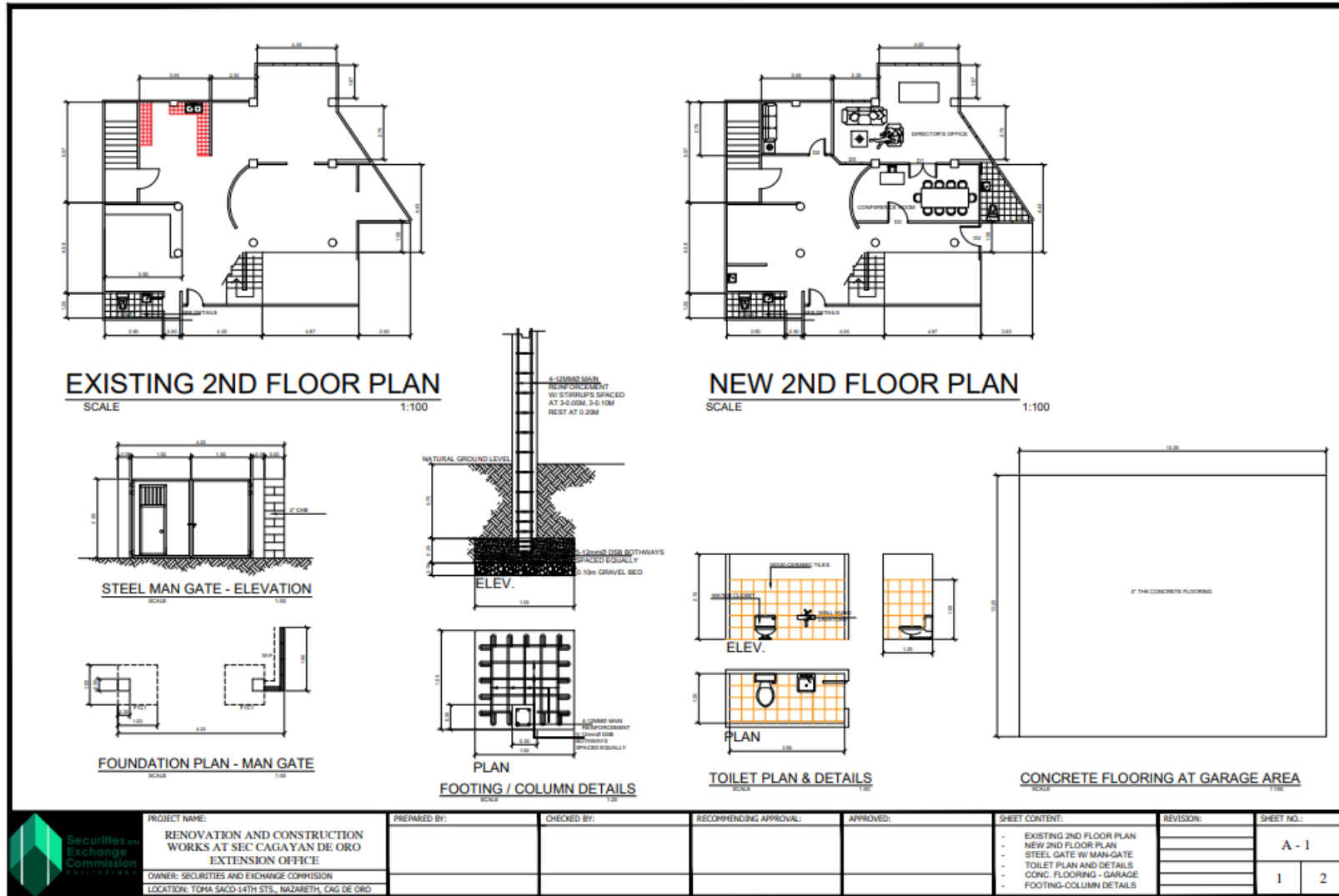
VI. Delivery Schedule

Project Completion within ninety (90) calendar days upon receipt of notice to proceed.

VII. Evidence, Verification and Quality Assurance

Bidder must submit a Product Sample for the Approval of the materials to be used during the execution of work prior to the installation for verification of the product specification and quality.

Section VII. Drawings



Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

BILL OF QUANTITIES

PROJECT : **Supply of Labor and Materials for the Proposed Renovation and Construction Works at Cagayan De Oro Extension Office**
OWNER : **Securities and Exchange Commission**
LOCATION : **SEC Building – Corner Tomasaco and Del Lara Sts. Cagayan De Oro City**

	Description	Unit	Qty	Unit Rate	Cost
A.	MATERIALS COST				
A.1	Division/ Partition and Improvements for Director's Room in the 2nd Floor				
	D-1 (Door Partition-Main entrance 1/4" thick brown glass on aluminum frame complete with accessories and incidentals to complete	set	1.00	P _____	P _____
	D-2 (Door Partition-access to new staff office) 1/4" thick glass w/ one sided mirrorized on alalok frame complete with accessories and incidentals to complete	set	1.00	P _____	P _____
	1/4" Thick Clear Glass-replacement of Broken Window Glass	pcs	1.00	P _____	P _____
	Double Furring	lengths	40.00	P _____	P _____
	Carrying Channel	lengths	20.00	P _____	P _____
	Wall Angle	lengths	20.00	P _____	P _____
	W-clip	pcs	100.00	P _____	P _____
	Studs	lengths	5.00	P _____	P _____
	Tracks	lengths	5.00	P _____	P _____
	Blind Rivets	pcs	1000.00	P _____	P _____
	Drill Bit	pcs	15.00	P _____	P _____
	Cutting Dlsc; 4" diameter metal	pcs	20.00	P _____	P _____
	Fiber Cement Board; 4.5mm	sheets	15.00	P _____	P _____
	Hardi Screw; 3/4	pcs	750.00	P _____	P _____
	LED Pin Light	pcs	12.00	P _____	P _____
	Main Office LED Light	set	1.00	P _____	P _____
	#12 THHN Wire; Stranded	mirs	300.00	P _____	P _____
	1/2" diameter Electrical PVC Pipe	lengths	10.00	P _____	P _____
	1/2" diameter Flexible Electrical Pipe	roll	1.00	P _____	P _____
	PVC Utility Box; 2x4	pcs	10.00	P _____	P _____
	Switch-3 gang Flush Type	set	2.00	P _____	P _____
	2-gang Outlet; Flush Type	set	5.00	P _____	P _____
	1/2x4x8' Baseboard	pcs	14.00	P _____	P _____
	1/2x4x8' Cornice	pcs	14.00	P _____	P _____
	Flatwall Enamel	gal	4.00	P _____	P _____
	Quick Dry Enamel	gal	4.00	P _____	P _____

	Paint Thinner	gal	3.00	P _____	P _____
	Body Filler	gal	2.00	P _____	P _____
	Acrylex Cast	gal	7.00	P _____	P _____
	Acrylex Primer	gal	7.00	P _____	P _____
	Acrylex Reducer	gal	7.00	P _____	P _____
	Sand Paper	sq.ft.	36.00	P _____	P _____
	Fibermesh tape; 2"	roll	4.00	P _____	P _____
	Roller Brush #7	pcs	4.00	P _____	P _____
	PVC Paint Tray	pcs	4.00	P _____	P _____
	Mini Roller #4	pcs	4.00	P _____	P _____
	Paint Brush #4	pcs	6.00	P _____	P _____
	Paint Brush #2	pcs	6.00	P _____	P _____
	Paint Brush #1	pcs	6.00	P _____	P _____
	Water Closet; 1.6gpf	set	1.00	P _____	P _____
	Lavatory; Wall Hung Type	set	1.00	P _____	P _____
	Angle Valve; 1/2x1/2	pcs	2.00	P _____	P _____
	Flexible Hose; 1/2	pcs	2.00	P _____	P _____
	PVC Pipe; 1/2" diameter	lengths	3.00	P _____	P _____
	PVC Fittings	lot	1.00	P _____	P _____
	Teflon Tape	roll	2.00	P _____	P _____
	Ceramic Floor Tiles; 30x30	pcs	20.00	P _____	P _____
	Ceramic Wall Tiles; 30x30	pcs	40.00	P _____	P _____
	Tile Adhesive	bags	10.00	P _____	P _____
	Tile Grout	bags	1.00	P _____	P _____
				<i>Sub-Total (A.1)</i>	P _____ P _____
A.2	Renovation of 2nd Floor Including Electrical Re-wiring and Partition				
	Double Furring	lengths	40.00	P _____	P _____
	Carrying Channel	lengths	20.00	P _____	P _____
	Wall Angle	lengths	20.00	P _____	P _____
	W-clip	pcs	100.00	P _____	P _____
	Studs	lengths	12.00	P _____	P _____
	Tracks	lengths	12.00	P _____	P _____
	Blind Rivets	pcs	1000.00	P _____	P _____
	Drill Bit	pcs	17.00	P _____	P _____
	Cutting Dlsc; 4" diameter metal	pcs	20.00	P _____	P _____
	Fiber Cement Board; 4.5mm	sheets	30.00	P _____	P _____
	Hardi Screw; 3/4	pcs	749.00	P _____	P _____
	LED Pin Light	pcs	20.00	P _____	P _____
	Main Office LED Light	set	2.00	P _____	P _____
	#12 THHN Wire; Stranded	mirs	300.00	P _____	P _____
	1/2" diameter Electrical PVC Pipe	lengths	20.00	P _____	P _____
	1/2" diameter Flexible Electrical Pipe	roll	2.00	P _____	P _____

	PVC Utility Box; 2x4	pcs	20.00	P _____	P _____
	Switch-3 gang Flush Type	set	4.00	P _____	P _____
	2-gang Outlet; Flush Type	set	16.00	P _____	P _____
	1/2x4x8' Baseboard	pcs	18.00	P _____	P _____
	1/2x4x8' Cornice	pcs	18.00	P _____	P _____
	Flatwall Enamel	gal	8.00	P _____	P _____
	Quick Dry Enamel	gal	8.00	P _____	P _____
	Paint Thinner	gal	4.00	P _____	P _____
	Body Filler	gal	3.00	P _____	P _____
	Acrylex Cast	gal	10.00	P _____	P _____
	Acrylex Primer	gal	10.00	P _____	P _____
	Acrylex Reducer	gal	10.00	P _____	P _____
	Sand Paper	sq.ft.	40.00	P _____	P _____
	Fibermesh tape; 2"	roll	4.00	P _____	P _____
	Roller Brush #7	pcs	5.00	P _____	P _____
	PVC Paint Tray	pcs	4.00	P _____	P _____
	Mini Roller #4	pcs	4.00	P _____	P _____
	Paint Brush #4	pcs	8.00	P _____	P _____
	Paint Brush #2	pcs	8.00	P _____	P _____
	Paint Brush #1	pcs	9.00	P _____	P _____
	<i>Sub-Total (A.2)</i>			P _____	P _____
A.3	Construction of Gate				
	Prefabricated Steel gate w/ man-gate;				
	Painted	lot	1.00	P _____	P _____
	CHB #4	pcs	50.00	P _____	P _____
	10mm diameter Deformed bar	lgths	6.00	P _____	P _____
	GI Tie wire	kgs	5.00	P _____	P _____
	Cement	bags	9.00	P _____	P _____
	Washed Sand	cu.m	2.00	P _____	P _____
	Gravel	cu.m	2.00	P _____	P _____
	Plywood	sheets	2.00	P _____	P _____
	Coco Lumber	bd.ft	106.67	P _____	P _____
	Assorted CW Nails	kgs	3.00	P _____	P _____
	<i>Sub-Total (A.3)</i>			P _____	P _____
A.4	Repair and Flooring of Garage Area				
	Concrete Volume	cu.m	20.46	P _____	P _____
	Cement	bags	200.00	P _____	P _____
	Gravel	cu.m	21.00	P _____	P _____
	Washed Sand	cu.m	11.00	P _____	P _____
	2x4x12 Coco Lumber	bd.ft	800.00	P _____	P _____

	Assorted cw Nails	kgs	20.00	P _____	P _____
	10mm diameter deformed bar	lgths	20.00	P _____	P _____
	GI Tie Wire	kgs	5.00	P _____	P _____
	<i>Sub-Total (A.4)</i>			P _____	P _____
A.5	Renovation of 2nd Floor Restroom				
	Ceramic Floor Tiles; 30x30	pcs	40.00	P _____	P _____
	Ceramic Wall Tiles; 30x30	pcs	130.00	P _____	P _____
	Tile Adhesive	bags	5.00	P _____	P _____
	Tile Grout	bags	1.00	P _____	P _____
	Water Closet; 1.6gpt	set	1.00	P _____	P _____
	Wall Hung Lavatory	set	1.00	P _____	P _____
	Angle Valve	pcs	2.00	P _____	P _____
	Lavatory Faucet	pcs	1.00	P _____	P _____
	Wall Faucet	pcs	1.00	P _____	P _____
	Tile Trim	pcs	4.00	P _____	P _____
	LED Lamp 25W	pcs	1.00	P _____	P _____
	Fibercement Board	sheets	2.00	P _____	P _____
	Hardi Screw	pcs	100.00	P _____	P _____
	Flat Wall Enamel	gal	2.00	P _____	P _____
	Semi Gloss Late	gal	3.00	P _____	P _____
	<i>Sub-Total (A.5)</i>			P _____	P _____
A.	<i>TOTAL COST FOR MATERIAL</i>				P _____
B.	LABOR COST				P _____
C.	TOTAL DIRECT COST	(A + B)		P _____	
D.	OCM	12% OF C		P _____	
E.	CONTRACTOR'S PROFIT	10% OF C		P _____	
F.	V A T	12% OF C		P _____	
	TOTAL AMOUNT	(C + D + E + F)		P _____	
	AMOUNT IN WORDS:				

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
<u>Technical Documents</u>	
<input type="checkbox"/>	(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;
<input type="checkbox"/>	(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;
<input type="checkbox"/>	(d) Philippine Contractors Accreditation Board (PCAB) License; or Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid;
<input type="checkbox"/>	(e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration;
<input type="checkbox"/>	(f) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	b. List of contractor’s key personnel (<i>e.g.</i> , Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	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;
<input type="checkbox"/>	(g) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<u>Financial Documents</u>	
<input type="checkbox"/>	(h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

<i>Class “B” Documents</i>	
<input type="checkbox"/>	(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. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	(j) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	(k) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
<input type="checkbox"/>	(l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; <u>and</u>
<input type="checkbox"/>	(m) Monthly Cash Flow

SAMPLE FORMS

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BID FORM

Date : _____
Public Bidding no. 2023-021

**To: Securities and Exchange Commission
SEC Headquarters
7907 Makati Avenue, Salcedo Village,
Belair, Makati City**

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:

PROJECT Description	Approved Budget for the Contract, inclusive of all applicable taxes and other charges	Total Bid Price, inclusive of all applicable taxes and other charges
Supply of Labor and Materials for the Proposed Renovation and Construction Works at Cagayan de Oro Extension Office	Php 1,100,000.00	Php _____
Amount in words: _____		

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;

- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Contract Agreement Form

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government**

of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of [month] [year].

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. _____

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BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

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

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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.

² 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

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

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]

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Statement of all Ongoing Contracts including Awarded but not yet Started Government & Private Contracts, whether similar or not similar in nature and complexity to the contract to be bid

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	kind of Goods	Amount of contract	Value of outstanding works	Date of Delivery
							<i>(Date of Delivery shall refer to the expected date the project shall be fully completed/delivered or paid)</i>

Note:

1. *Current/on-going extended contracts should be included in the list*
2. *On-going extended contracts should be included in the list.*

Instructions:

- a) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- b) The total amount of the ongoing and awarded but not yet started contract should be consistent with those used in the Net Financing Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility documents

Submitted by:

Company Name: _____

Authorized Representative: _____

(Signature over printed name)

Designation: _____

Date: _____

Statement of Single Largest Completed Contract similar to the contract to be bid within the five (5) years period

This is to certify that the project named below is the Single Largest Completed Contract similar to the contract to be bid, within the five (5) years period

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	Kind of Goods	Amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary	Date of Delivery <i>(Date of Delivery shall refer to the date the project was fully delivered, completed or paid)</i>

Note: Bidder shall attach the following:

- 1. Photocopy of approved Contract or Purchase Order/Work Order**
- 2. End-user's Certificate of Completion or Acceptance from bidder's client or Official Receipt issued for the contract covering the full amount of the contract**

Submitted by:

Company Name:

Authorized Representative:

(Signature over printed name)

Designation:

Date:

**AUTHORITY OF SIGNATORY
(For Corporation)**

I, (Name of Corporate Secretary), of legal age, Filipino, with business address at _____, after being duly sworn to in accordance with law do hereby depose and state:

That I am the duly elected Corporate Secretary of (Name of Corporation), a corporation duly organized and existing under and by virtue of applicable Philippine laws:

That at the special meeting of the Board of Directors of the said corporation, duly called and held at the principal office on (Date of Meeting) at which a quorum was presented and voting throughout the following resolution was unanimously approved to wit:

“RESOLVED, any of the following whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as attachment, is/are authorized to sign in behalf of the Corporation, to submit documents and represent solely for the purpose of complying with the (Name of Project).

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this ____ day of _____ at _____.

PRINTED NAME/SIGNATURE
CORPORATE SECRETARY

SUBSCRIBED AND SWORN TO before me in the City of _____ this ____ day of _____ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

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**AUTHORITY OF SIGNATORY
(For Sole Proprietor/Partnership)**

I, (Name Owner/Managing Partner), of legal age, [civil status], Filipino, and residing at [address of affiant], after having been duly sworn in accordance with law do hereby depose and state that:

1. I am the Sole Proprietor/Managing Partner of [Name of Bidder], with office address at [Address of Bidder];
2. As the Sole Proprietor/Managing Partner of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];
3. As the Sole Proprietor/Managing Partner of [Name of Bidder], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the bidding of [Name of Project]

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this ____ day of _____ at _____.

PRINTED NAME/SIGNATURE

SUBSCRIBED AND SWORN TO before me in the City of _____ this ____ day of _____ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

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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]

