

# Republic of the Philippines MUNICIPALITY OF ORION

Province of Bataan

## **Bids** and Awards Committee





23ITB-INF-02-040

TO : ALL ELIGIBLE AND QUALIFIED SUPPLIERS, MANUFACTURERS,

DISTRIBUTORS, DEALERS, COOPERATIVES, SERVICE PROVIDERS

AND RELEVANT BUSINESS ENTITIES

RE : **NOTICE OF PUBLIC BIDDING (ITEMS TO BID)** 

DATE: June 30, 2023

Please be advised that we shall be holding a PUBLIC BIDDING of the following

APP REF NO.	TITLE OF CONTRACT	IMPLEMENTING AGENCY/OFFICE/E NDUSER	ABC (Php)
	Labor and Materials for the Construction of Bilolo Day Care Center at Brgy Bilolo, Orion, Bataan	LGU-Orion	2,500,000.00

#### THE SCHEDULES OF ACTIVITIES ARE AS FOLLOWS:

ACTIVITIES	SCHEDULE
Availability of Bidding Documents	June 2-27, 2023
Pre-Bid Conference	June 13, 2023 (2:00pm)
Deadline for Submission and Receipt of Bids	June 27, 2023 (2:00pm)
Issuance of Bid Documents	June 2-27, 2023
Opening of Bid	June 27, 2023 (2:00pm)

Venue of activities shall be at Conference Room, 2<sup>nd</sup> Floor Municipal Building (unless otherwise amended and specified in the Bid Bulletin.)

For your information and reference.

LOUIE RYAN VALDERAMA BAC Secretariat

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Noted by:

EnP. ANDRES R. AVORQUE

**BAC** Chairperson

#### **MUNICIPALITY OF ORION BATAAN**

Project Reference Number: : 23ITB-INF-02-040

Name of Project : Labor and Materials for the Construction of Bilolo Day Care Center

Location of the Project : **Bilolo, Orion, Bataan** ABC : **Php 2,500,000.00** 

#### CHECKLIST OF TECHNICAL AND FINANCIAL ENVELOPE REQUIREMENTS FOR BIDDER

#### THE TECHNICAL DOCUMENTS

CONTENT	BIDDER	BIDDER	BIDDER
1. BID Security			
2. Duly signed construction schedule and S-Curve with PERT/CPM			
3. Duly Signed Manpower Schedule			
4. Duly Signed Construction Methods			
5. Duly Signed Contract Organizational Chart			
6. List of Contractor's Key Personnel			
7. List of Contractor's Equipment (owned or leased)			
8. Equipment utilization schedule			
9 Affidavit of Site Inspection			
10. ② Construction safety and health program duly signed by the Safety Officer and the Owner of the			
company;			
11. Omnibus Sworn Statement			

#### THE FINANCIAL DOCUMENTS

1. Duly Signed Bid Form		
2. Bill of Quantities		
3. Duly Signed Detailed Estimates including a summary sheet		
indicating the unit prices of construction materials, labor rates		
and equipment rentals used in coming up with the bid		
4. Duly Signed Cash Flow by Quarter and Payments Schedule		

# PHILIPPINE BIDDING DOCUMENTS

# Labor and Materials for the Construction of Bilolo Day Care Center at Brgy Bilolo, Orion, Bataan

Government of the Republic of the Philippines



Sixth Edition July 2020

## **Preface**

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

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

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

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

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

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

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

# TABLE OF CONTENTS

Glo	ossar	y of Terms, Abbreviations, and Acronyms	5
Sec	tion	I. Invitation to Bid	8
Sec	tion	II. Instructions to Bidders	11
	1.	Scope of Bid	12
	2.	Funding Information	12
	3.	Bidding Requirements	12
	4.	Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	12
	5.	Eligible Bidders	12
	6.	Origin of Associated Goods	13
	7.	Subcontracts	13
	8.	Pre-Bid Conference	13
	9.	Clarification and Amendment of Bidding Documents	13
	10.	Documents Comprising the Bid: Eligibility and Technical Components	14
	11.	Documents Comprising the Bid: Financial Component	14
	12.	Alternative Bids	14
	13.	Bid Prices	15
	14.	Bid and Payment Currencies	15
	15.	Bid Security	15
	16.	Sealing and Marking of Bids	15
	17.	Deadline for Submission of Bids	16
	18.	Opening and Preliminary Examination of Bids	16
	19.	Detailed Evaluation and Comparison of Bids	16
	20.	Post Qualification	16
	21.	Signing of the Contract	17
Sec	tion	III. Bid Data Sheet	18
Sec	tion	IV. General Conditions of Contract	20
	1.	Scope of Contract	21
	2.	Sectional Completion of Works	21
	3.	Possession of Site	
	4.	The Contractor's Obligations	21
	5.	Performance Security	22
	6.	Site Investigation Reports	22

7.	Warranty	22
8.	Liability of the Contractor	22
9.	Termination for Other Causes	22
10.	Dayworks	23
11.	Program of Work	23
12.	Instructions, Inspections and Audits	23
13.	Advance Payment	23
14.	Progress Payments	23
15.	Operating and Maintenance Manuals	23
Section	V. Special Conditions of Contract	25
Section	VI. Specifications	27
	VII. Drawings	
	VIII. Bill of Quantities	
	IX. Checklist of Technical and Financial Documents	

# 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.

 $\boldsymbol{SEC}-\boldsymbol{Securities}$  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:

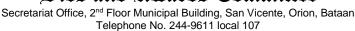
- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for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



#### Republic of the Philippines MUNICIPALITY OF ORION Province of Bataan

## Bids and Awards Committee





# Labor and Materials for the Construction of Bilolo Day Care Center at Brgy Bilolo, Orion, Bataan

- 1. The Municipality of Orion, Bataan through the Government Appropriation Act of 2023 intends to apply the sum of *Two Million Five Hundred Thousand Pesos (Php 2,500,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Labor and Materials for the Construction of Bilolo Day Care Center at Brgy Bilolo, Orion, Bataan (23ITB-INF-02-040)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Municipality of Orion, Bataan now invites bids for the above Procurement Project. Completion of the Works is required **Seventy-Five** (75) calendar days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information **Municipality of Orion, Bataan** and inspect the Bidding Documents at the address given below from **8:00am-5:00pm** (**Monday Friday**).
- 5. A complete set of Bidding Documents may be acquired by interested bidders on Labor and Materials for the Construction of Bilolo Day Care Center at Brgy Bilolo, Orion, Bataan from given address and website/s below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
- 6. The *Municipality of Orion, Bataan* will hold a Pre-Bid Conference for this project on June 9, 2023 (2:00pm) at the Conference Room 2<sup>nd</sup> Floor Municipal Building, San Vicente, Orion, Bataan.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **June 24, 2023 (2:00pm).** Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.

- 9. Bid opening shall be on June 24, 2023 (2:00pm) at 2nd Floor Municipal Building, San Vicente, Orion, Bataan. *Bids* will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The **Municipality of Orion, Bataan** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

EnP. Andres R. Avorque
Bids and Award Committee
Secretariat Office 2nd Floor
Municipal Building, San Vicente Orion, Bataan 2102
(047)-244-9611-13 local 101
Email address: orionbacsecretariat@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

<u>http://udyong.gov.ph/index.php?option=com\_content&view=category&id=119&Ite</u> mid=1284

May 30, 2023

**EnP. Andres R. Avorque** BAC Chairperson

## 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 Municipality of Orion, Bataan invites Bids for the Labor and Materials for the Construction of Bilolo Day Care Center at Brgy Bilolo, Orion, Bataan, with Project Identification Number 23ITB-INF-02-040

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *F.Y. 2023* in the amount of **Two Million Five Hundred Thousand Pesos** (Php 2,500,000.00)
- 2.2. The source of funding is:
  - a. NGA, the General Appropriations Act or Special Appropriations.

#### 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

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

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

#### 6. Origin of Associated Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on March 22, 2023 (2:00pm) at the Conference Room 2<sup>nd</sup> Floor Municipal Building, San Vicente, Orion, Bataan

#### 9. Clarification and Amendment of Bidding Documents

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

# 10. Documents Comprising the Bid: Eligibility and Technical Components

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

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 12. Alternative Bids

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

#### 13. Bid Prices

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

#### 14. Bid and Payment Currencies

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

#### 15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid 120 days after date of bidding. 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.

Note: Please add 2 additional coppy of the first and second componets of its bid and mark as "COPY 1" and "COPY 2" respectively.)

#### 17. Deadline for Submission of Bids

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

#### 18. Opening and Preliminary Examination of Bids

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

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

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

#### 20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

## 21. Signing of the Contract

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

## Section III. Bid Data Sheet

#### **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**

TED C		
ITB Clause		
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:  *Horizontal Construction*	
7.1	Subcontracting is not allowed	
10.3	[Specify if another Contractor license or permit is required.]	
10.4	The key personnel must meet the required minimum years of experience set below:	
	Key Personnel General Experience Relevant Experience	
10.5	The minimum major equipment requirements are the following:	
	Equipment Capacity Number of Units	
12	[Insert Value Engineering clause if allowed.]	
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:  a. The amount of not less than Fifty Thousand Pesos (Php 50,000.00) (2%) of ABCJ, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;	
	b. The amount of not less than One Hundred Twenty-Five Thousand Pesos (Php 125,000.00) (5%) of ABC] if bid security is in Surety Bond.	
19.2	Partial bids are not allowed	
20	[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]	
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and Scurve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.	

# 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**

2 [If different dates are specified for completion of the Works by section, i.e. "sectional completion," these dates should be listed here.] 4.1 [Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.] 6 The site investigation reports are: [list here the required site investigation reports.] 7.2 Fifteen (15) years.  10 [Select one, delete the other:]  a. Dayworks are applicable at the rate shown in the Contractor's original Bid.  b. No dayworks are applicable to the contract.  11.1 The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) days of delivery of the Notice of Award.  11.2 The amount to be withheld for late submission of an updated Program of Work is [insert amount].  13 The amount of the advance payment is 15% of the total contract price and schedule of payment].  14 Materials and equipment delivered on the site but not completely put in place shall be included for payment.  15.1 The date by which operating and maintenance manuals not required  The date by which "as built" drawings are required is fifteen (15) CD after project completion.	GCC Clause	
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and/or operating and maintenance manuals by the date required is 5% of		
the contract price.		i i

# 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

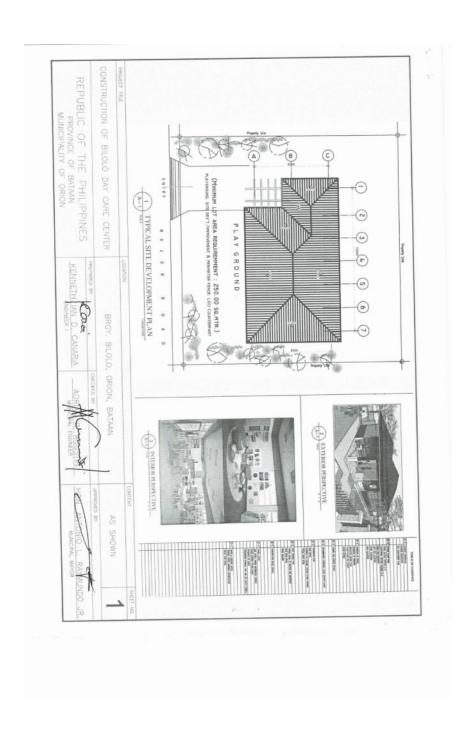
Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly 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

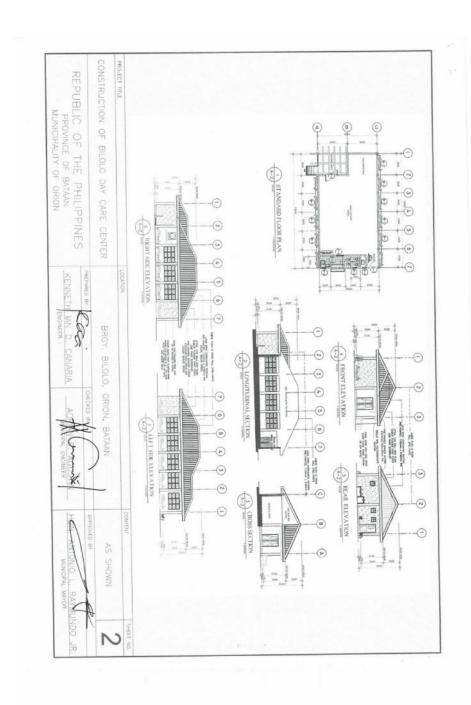
accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (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.

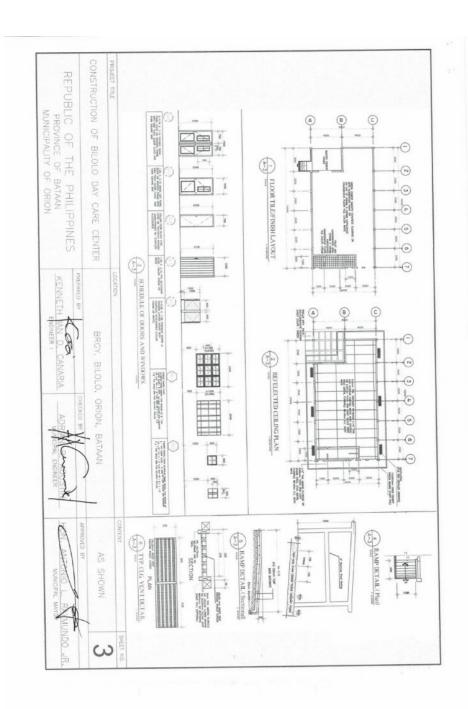
These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

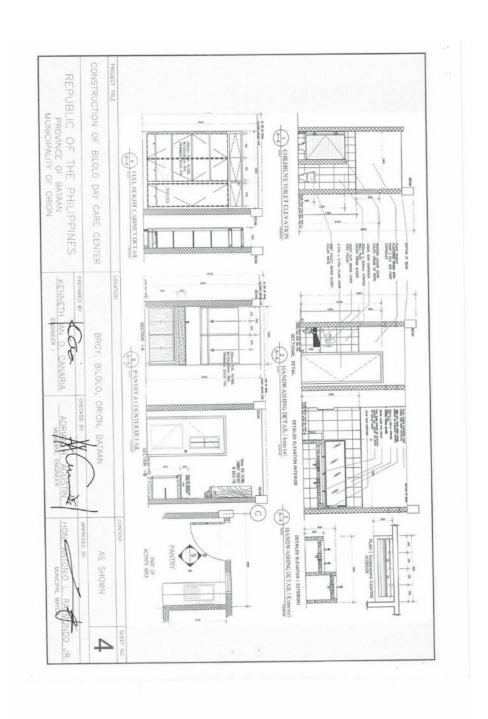
# Section VII. Drawings

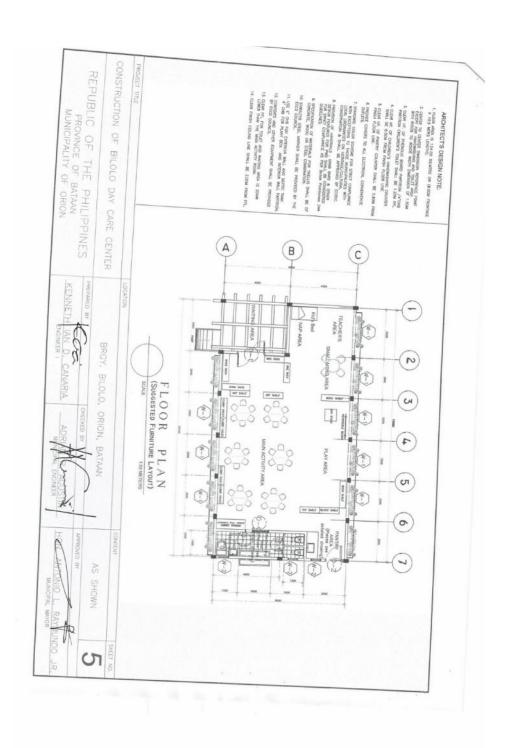
[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

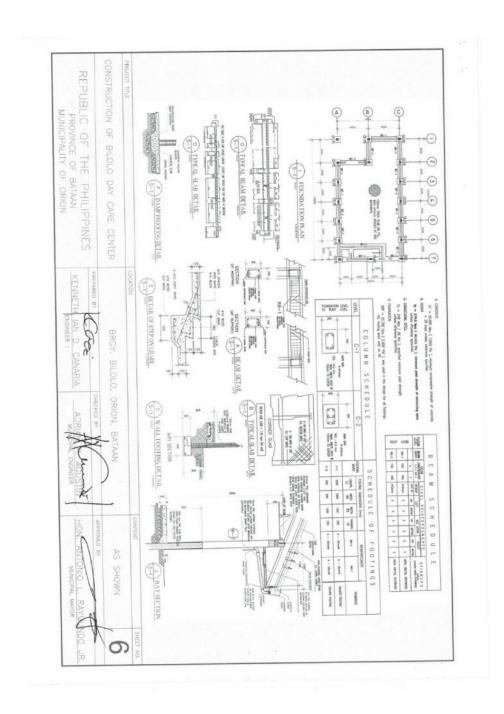


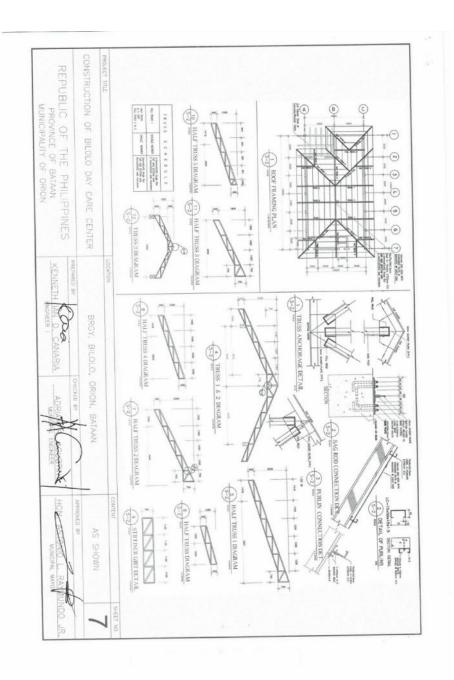


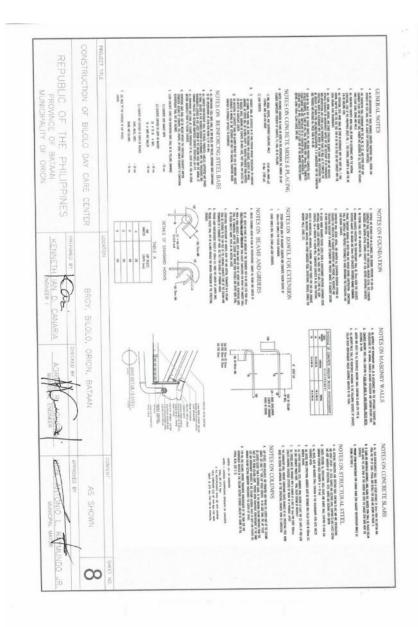


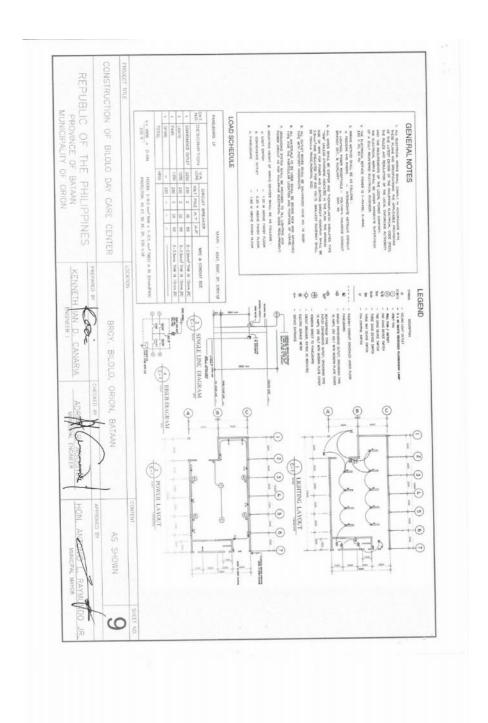


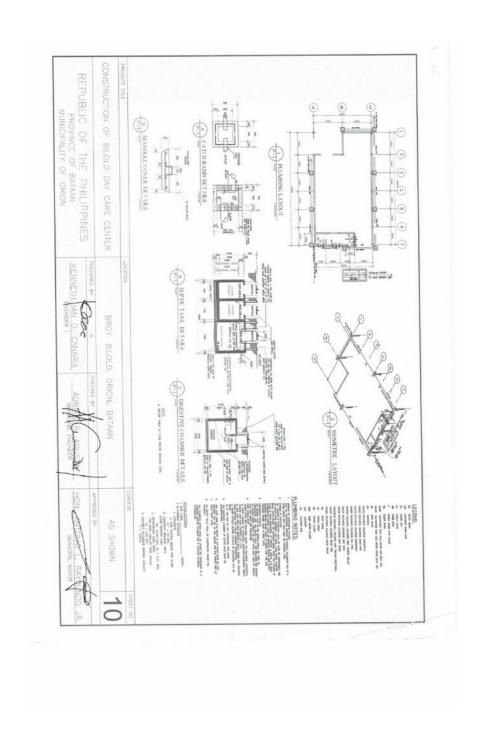












# Section VIII. Bill of Quantities

# **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.

## OFFICE OF THE MU YICIPAL ENGINEER

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan Appropriation Amount: Php 2,500,000.00

Area: 124 sq.m.

Calendar Days to Complete: 75 days

	SUMMARY	/ ESTIMATED COS	ST			
Item #	Description	% Total	Unit	QTY.	Unit Price	Total Amt
1	General Requirements		lot	1.00		
II	Earthworks		sq.m.	124.00		
III	Concreting Works (including ramp on fill)		cu.m.	34.70		
IV	Form Works		kgs.	130.33		
V	Reinforcing Steel Bars		kgs.	2,751.66		
VI	Masonry Works (with plant boxes)		sq.m.	223.32		
VII	Doors & Windows		lot	1.00		
VIII	Steel Works		kgs.	2,680.00		
IX	Roofing Works		sq.m.	210.67		
Х	Carpentry Works		sq.m.	163.00		
XI	Painting Works		sq.m.	609.65		
XII	Tile Works		sq.m.	28.41		
XIII	Electrical Works		lot	1.00		
XIV	Plumbing & Sanitary Works		lot	1.00		
XV	CHB Septic Vault (Three Chamber)		lot	1.00		
XVI	Others		lot	1.00		
	TOTAL					_
	BREAKDOWN ESTIMATED COS	iT:		'	% Total	Amount
DIRECT C	OST				70 10001	Amount
1	Materials					
2	Equipment					
3	Labour					
	Sub-Total					
INDIRECT	COST					
1	O.C.M. (Quality Control, Others) 15%					
2	Contractor's Profit 10%					
	Sub-Total					
VAT 5%						
	TOTAL AMOUNT OF PE	ROIFCT				
	SAY	107201				

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#:

1

Description: General Requirements

Quantity:

1 lot

Unit:

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
Mobilization/Temporary Facilities/Demobilization / Safety & Health Program / Standard Billboard	1	lot		
			Subtotal for (A):	
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
			Subtotal for (B):	0.00
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
			Subtotal for (C):	0.00
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

#### **DETAILED UNIT PRICE ANALYSIS**

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: Description: Earthworks

11

Quantity: 124 Unit: sq.m.

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
Select Fill	62.00	cu.m		
			Subtotal for (A):	
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
			Subtotal for (B):	0.00
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	3		
Skilled Worker	2	3		
Unskilled Worker	1	3		
			Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#:

Ш

Description: Concreting Works (including ramp on fill)

Quantity:

34.7

Unit: cu.m.

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
Portland Cement	313	bag		
Washed Sand	16.5	cu.m		
Crushed Gravel	34	cu.m		
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
One-Bagger Mixer	1	3		
		Subtotal for (B):		
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	3		
Skilled Worker	2	3		
Unskilled Worker	1	3		
			Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

## DETAILED UNIT PRICE ANALYSIS

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: IV

Description: Form Works Quantity: 130.33 Unit: sq.m.

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
Plywood Ordinary, 1/4" x 4' x 8'	25.00	рс	OTTIT COST	AMOON
Coco Lumber	2,216.00	bd. Ft.		
CWN, Assorted	32.00	kg		
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
Circular Saw	1	3		7111100111
		-		
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	3		7.11100111
Skilled Worker	2	3		
Unskilled Worker	1	3		
			Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan Item#: V

Description: Reinforcing Steel Bars

Quantity: 2751.66 Unit: kgs.

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
10mm dia. x 6m Deformed Bars	268.00	pcs.	ONT COST	AMOUNT
12mm dia. x 6m Deformed Bars	56.00	pcs.		
16mm dia. x 6m Deformed Bars	91.00	pcs.	<del>                                     </del>	
G.I. Tie Wire	42.00	kg		
	42.00		Subtotal for (A):	_
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
peed Cutter	1	3	INTE	AMOUNT
		Subtotal for (B):		
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	3	IVAIL	AWOUNT
Skilled Worker	2	3		
Unskilled Worker	1	3		
			Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: VI

Description: Masonry Works (with plant boxes)

Quantity: 223.32 Unit: sq.m.

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
CHB 6" thk	2,000.00	рс	0.11.1 0007	AMOONI
Portland Cement	75.00	bag		
Washed Sand	8.00	cu.m		
10mm x 6m RSB	117.00	pcs.		
G.I. Tie Wire	6.00	kg		
Portland Cement	85.00	bag		
Washed Sand	5.00	cu.m		
CHB 4" thk	19.00	рс		
Portland Cement	1.00	bag		
Washed Sand	1.00	cu.m		
10mm x 6m RSB	15.00	pcs		
G.I. Tie Wire	1.00	kg		
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
One-Bagger Mixer	1	3		
			Subtotal for (B):	
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	3		
Skilled Worker (Erector)	2	3		
Unskilled Worker	1	3		
			Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: VII

Description: Doors & Windows

Quantity: 1 Unit: lot

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
D - 1, 2-0.75 x 2.1m Double swing Panel Door (with .25m x .75m - 6mm thick	1.00	set	ONT COST	AMOONT
D - 2, 1.0 x 2.1 Single Swing Panel Door (with .25m x .75m - 6mm thick clear	1.00	set	1	
D - 3, Adult Toilet - Hollow Core Wooden Flush Type Door 0.70m x 2.10m on	1.00	set	1	
D - 5, Kids Toilet - Phenolic Doors or Wooden Louver Doors (0.60m x 1.0m)	2.00	set	† †	-
W - 1, 2.24m x 1.2 m Alum frame (Powder Coated Finish) awning type window	8.00	set		
W - 2, 0.6x0.6 m Alum frame (Powder Coated Finish) awning type window with	3.00	set	1	
D-4, 1.0 x 2.1 PVC Accordion Type Door - complete with accessories	1.00	set		
Security Grills (2.24m x 1.2m) - 12 mm Square bar on 1 1/2" flat bar or 1 1/2" x	8.00	set		
Security Grills (0.6m x 0.6m) - 12 mm Square bar on 1 1/2" flat bar or 1 1/2" x 1 1/2" angle bar	3.00	set		
	Subtotal for (A):			
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
-	-	-	-	-
			Subtotal for (B):	0.00
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	3	T.A.T.C	ANICON
Skilled Worker	2	3		
			Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: VIII

Description: Steel Works Quantity: 2680 Unit: kgs.

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
L 65 x 65 x 6mm	77.00	pcs	Citir cost	ANIOUNT
L 50 x 50 x 4mm	55.00	pcs	<del>                                     </del>	
LC 50 x 75 x 15 x 1.5mm	49.00	pcs	<del>                                     </del>	
Cleats 6mmx75x75	3.00	рс		
Plain Round Bar (sag rod) 10mmØ x 6m	5.00	pcs		
Turn Buckle 12 mmØ	8.00	pcs		
Plain Round Bar 12mmØ x 6m	8.00	pcs		
Anchor Bolt with Nuts and Washer, 12mmØ x 50mm x 300mm	80.00	pcs		
Anchor Bolt with Nuts and Washer, 10mmØ x 50mm x 200mm	80.00	pcs	1	
Steel Plate 1.20m x 2.40m x 10mm	1.00	pcs		
Steel Plate 1.20m x 2.40m x 6mm	2.50	pcs		
50x100 x 1.5mm tubular steel for trellis	10.00	pcs		
Stainless Steel Railings for ramp (2"Ø)	1.00	pcs	<del>                                     </del>	
Welding Rod	69.00	kg	1	
Primer, Zinc Chromate	5.00	gal		
			Subtotal for (A):	
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	ANAGUNIT
-	QIT.	- DAT	RATE	AMOUNT
			Subtotal for (B):	0.00
C MANDONED				
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	3		
Plumber	1	3		
Unskilled Worker	1	3		
			Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: IX

Description: Roofing Works
Quantity: 210.67
Unit: sq.m.

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
Long-Span Roofing, Ordinary Corrugated, Pre-Painted, 1220mm x 0.4mm thk	235.00	m	ONIT COST	AMOUNT
Ridge Roll, Pre-Painted, Ordinary, 0.610m x 2.440m x 0.4mm thk	21.00	pc		
Gutter, Pre-Painted, Spanish, 0.610m x 2.440m x 0.4mm thk	27.00	рс	-	
Roof Sealant	6.00	L		
Tekscrew 2-1/2"	1,686.00	рс		
Polycarbonate (4ft x 16ft) complete with accessories	3.00	рс		
			Subtotal for (A):	
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
	-	-	-	-
		:	Subtotal for (B):	0.00
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	3	RATE	AMOUNT
Skilled Worker	2	3		
Unskiled Worker	1	3		
		9	Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST	<del>                                     </del>			

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: X

Description: Carpentry Works

Quantity: 163 Unit: sq.m.

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
Furring Channel (spaced @ 0.6m)	59.00	рс		
Carrying Channel (Spaced @ 1.2 m)	33.00	рс		
Wall Angle	38.00	pc		_
W Clip	274.00	рс		
Suspension Clip & Rod Joiner	141.00	рс		
Steel Angle	141.00	рс		
Hanger Rod # 8	141.00	lm		
Blind Rivets	576.00	рс		
Concrete Nail (1")	2.00	kg		
Marine Plywood 1/4" x 4' x 8'	59.00	рс		
Fascia Board, Fiber Cement 1/2" x 16" x 8'	123.00	bd.ft.		
Ceiling Vent 1" x 12" x 4' with Screen	24.00	рс		
Built-in Overhead Cabinet @ Pantry (1.55m x 1.05m x .35m)	1.00	set	1	
Lockable Full-Height Storage Cabinet (1.7m x 2.7m x 0.4m)	1.00	set	1	
Teacher's Nook	1.00	set		
			Subtotal for (A):	
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
		-	-	-
			Subtotal for (B):	0.00
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	3	1	
Skilled Worker	2	3		
Unskilled Worker	1	3		
			Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: XI

Description: Painting Works
Quantity: 609.65
Unit: sq.m.

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
Neutralizer	6.00	gal		
Latex, Flat	24.00	gal		
Latex, Semi Gloss	24.00	gal		
Acri Color	13.00	qrt		
Masonry Putty	24.00	gal		
Enamel, Flatwall	12.00	gal		
Glazing Putty	12.00	gal		
Enamel, Semi Gloss	12.00	gal		
Paint Thinner	13.00	gal		
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
			-	-
			Subtotal for (B):	0.00
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	2	10.112	711100111
Painter	2	3		
			Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

#### **DETAILED UNIT PRICE ANALYSIS**

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: XII

Description: Tile Works Quantity: 28.41 Unit: sq.m.

A. Materials	QTY.	UNIT	UNIT COST	ANACHAIT
Glazed Wall Tiles 20cm x 30cm	370.00		UNIT COST	AMOUNT
Tile Adhesive 25 kg/bag	4.00	pc		
Tile Trim 6mm		bag	-	
Tile Grout 5 kg/bag	7.00	pc		
UnGlazed Tiles 20cm x 20cm	3.00 227.00	bag		
Tile Adhesive 25 kg/bag		pc		
Tile Grout 5 kg/bag	2.00	bag		
The Grout 5 kg/bag	1.00	bag		
			Subtotal for (A):	
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
-	-	-	-	-
			Subtotal for (B):	0.00
C. MANPOWER	QTY.	DAY	DATE	*****
Construction Foreman	1	DAY	RATE	AMOUNT
Skilled Worker		5		
Unsklled Worker	3	5		
STISKIEG WOLKEL	2	5		
		5	Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)		-		
E. DIRECT UNIT COST				

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: XIII

Description: Electrical Works

Quantity: 1 Unit: lot

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
Electrical Conduit uPVC, 15mmØ with fittings & clamps	63.00	pcs	01111 0001	ANIOUNT
20 mm diam service entrance cap with rsc pipe	1.00	set		
4x4 junction box	30.00	pcs	<del>                                     </del>	
2x4 utility box	25.00	pcs		
Grounding Rod, 2.4m x 16mm dia.	1.00	pc		
3.5 mm2 THW Wire, Stranded	472.50	mtrs	-	
8.0 mm2 THW Wire, Stranded	21.00	mtrs		
Duplex convenience outlet with cover	10.00	sets		
Single convenience outlet	4.00	sets		
2-gang switch flush type with switch plate	3.00	sets		
3-gang switch flush type with switch plate	1.00	sets		
Ceiling Receptacle	14.00	pcs		
FL 2 x 40W Recessed Type with Luminare 12" x 48"	9.00	sets		
LED Bulb (7Watts)	5.00	pcs		
Panel Box, Flush Type, 6Branches	1.00	set		
Orbit Fan	2.00	set		
Wall Fan	4.00	set		
Circuit Breaker, 40A 2P	1.00	pcs		
Circuit Breaker, 20A 2P	4.00	pcs		
g.i. tie wire	6.00	kgs		
electrical tape	8.00	DCS		
	0.00	Subtotal for (A):		
D. FOUIDNAFAIT (O II)				
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
-	-	-		-
		5	Subtotal for (B):	0.00
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	5	NATE	ANICONT
Electrician	2	5		
			Subtotal for (C):	
D. TOTAL DIRECT COST (A. R. C)				
D. TOTAL DIRECT COST (A+B+C) E. DIRECT UNIT COST				

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: XIV

Description: Plumbing & Sanitary Works

Quantity: 1 Unit: lot

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
Water Closet 1.6gpf with Accessories	1.00	sets	01111 0001	AMOUNT
Water Closet (baby toilet) with Accessories	2.00	sets		
Lavatory, Pedestal Type with Accessories	1.00	sets		
S.S.Floor Drain 4' x 4"	3.00	sets		
solvent cement	3.00	can		
S.S. faucet (4" - wallmounted)	3.00	pcs	<del></del>	
1/2" diam uPVC elbow	19.00	pcs		
1/2" diam uPVC pipe	6.00	pcs		
S.S. Grab Rail 1-1/2"Ø	1.00	set	<del></del>	
Gate Valve, 1/2"Ø	1.00	set		
1/2" uPVC Coupling	3.00	pcs		
Tissue Holder	3.00	pcs		
Soap Holder	1.00	pcs		
teflon tape	2.00	roll		_
Liquid Soap Container (wall Mounted)	1.00	pcs	-	
Stainless Towel Holder (wall Mounted)	2.00	pcs		
Mirror (2.5'x5.5')	13.75	sq. ft.		_
Mirror (1.2'x2.5')	3.00	sq. ft.		
4 " diam clean out	2.00			
8" diam concrete drain pipe	36.00	pcs		
3" diam uPvc pipe (downspout)	10.00	pcs		
3 " diam uPVC elbow 90o	21.00	pcs		
	21.00	pcs	Subtotal for (A):	
			subtotal for (A):	
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	ANAQUINIT
-	Q11.	-	RATE	AMOUNT
	<del>-                                    </del>		-	-
			Subtotal for (B):	0.00
C. MANPOWER	OTV	DAY		
Construction Foreman	QTY.	DAY	RATE	AMOUNT
Plumber	1	5		
Unskiled Worker (Apprentice Plumber)	2	5		
onskied Worker (Apprentice Flumber)	2	5		
		5	Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#:

XV

Description: CHB Septic Vault (Three Chamber) & Catch Basins

Quantity:

1

Unit:

lot

QTY.	UNIT	UNIT COST	AMOUNT
99.00	bags		
11.50	cu.m		
2.19	cu.m		
254.53			
332.00			
		Subtotal for (A):	
QTY.	DAY	RATE	AMOUNT
	-	-	-
		Subtotal for (B):	0.00
OTV	DAV	DATE	AMOUNT
		RATE	AMOUNT
2			
		Subtotal for (C):	
	11.50 2.19 254.53 7.00 1.00 2.00 6.00 552.00	99.00 bags 11.50 cu.m 2.19 cu.m 2.54.53 kgs 7.00 kgs 1.00 pc 2.00 pc 6.00 pc 552.00 pc  QTY. DAY  1 2 2 2 2 2	99.00 bags 11.50 cu.m 2.19 cu.m 2.54.53 kgs 7.00 kgs 1.00 pc 2.00 pc 6.00 pc 552.00 pc Subtotal for (A):  QTY. DAY RATE

Name of Project: Construction of Bilolo Day Care Center

Location: Brgy. Bilolo, Orion, Bataan

Item#: XVI
Description: Others
Quantity: 1
Unit: lot

A. Materials	QTY.	UNIT	UNIT COST	AMOUNT
Handwashing Facility @ toilet (granite tiles for top & Splash Board with 3/4 " thick marine plywood for cover & doors ) - complete with accessories	1.00	lot	OMI COST	AMOUNT
Pantry Counter (Steel Sink with 25 mm thick granite slab for top & Splash Board with 3/4 " thick marine plywood for cover, doors, carcass & shelves with base) - complete with accessories	1.00	lot		
Handwashing Facility @ rear (3 faucet - CHB lavatory) - complete with accessories	1.00	lot		
			Subtotal for (A):	
B. EQUIPMENT (Operated)	QTY.	DAY	RATE	AMOUNT
-	-	-	-	-
			Subtotal for (B):	0.00
C. MANPOWER	QTY.	DAY	RATE	AMOUNT
Construction Foreman	1	5	NATE	AMOUNT
Skilled Worker (Installer / Carpenter)	3	5		
Unskiled Worker	2	5		
			Subtotal for (C):	
D. TOTAL DIRECT COST (A+B+C)				
E. DIRECT UNIT COST				

# 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

## Class "A" Documents

Leo	al Da	ocuments
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
Tec	hnica	d Documents
	(b) S	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
	(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; <a href="mailto:and">and</a>
	(d)	Special PCAB License in case of Joint Ventures <b>and</b> registration for the type and cost of the contract to be bid; <b>and</b>
	(e)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
	(f)	<ul> <li>Project Requirements, which shall include the following:</li> <li>a. Organizational chart for the contract to be bid;</li> <li>b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;</li> </ul>
		c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; <u>and</u>
	(g)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
Fin	ancia	l Documents
	(h)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

		(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 or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the
			instance that the bid is successful.
II.	FIN	ANCI	IAL COMPONENT ENVELOPE
		(j)	Original of duly signed and accomplished Financial Bid Form; and
	<u>Oth</u>	er doc	cumentary requirements under RA No. 9184
		(k)	Original of duly signed Bid Prices in the Bill of Quantities; and
		(1)	Duly accomplished Detailed Estimates Form, including a summary shee
			indicating the unit prices of construction materials, labor rates, and equipment
			rentals used in coming up with the Bid; <u>and</u>
		(m)	Cash Flow by Quarter.

