

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

- 3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Dayworks rates in the

Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.

11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the SCC, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and maintenance manuals as specified in the SCC.

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the SCC from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause									
2	The schedule of Completion is within One Hundred Twenty (120) CALENDAR DAYS reckoned seven (7) calendar days after the receipt of the Notice to Proceed (NTP).								
3.1	The site shall be available to the Contractor within seven (7) calendar days after issuance of NTP.								
6	The Site is located at the PICC Open Garden								
7.2	<p>WARRANTY:</p> <p>The warranty shall be One (1) year reckoned from the date of final turn-over and acceptance.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Form of Warranty Security</th> <th style="text-align: center;">Amount of Warranty Security (Not less than the required percentage of the total Contract Price)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">a) Cash or Letter of Credit issued by a Universal or Commercial Bank: <i>Provided, however,</i> That the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</td> <td style="text-align: center; vertical-align: middle;">Five percent (5%)</td> </tr> <tr> <td style="padding: 5px;">b) Bank guarantee confirmed by a Universal or Commercial Bank</td> <td style="text-align: center; vertical-align: middle;">Ten percent (10%)</td> </tr> <tr> <td style="padding: 5px;">c) Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security</td> <td style="text-align: center; vertical-align: middle;">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Warranty Security	Amount of Warranty Security (Not less than the required percentage of the total Contract Price)	a) Cash or Letter of Credit issued by a Universal or Commercial Bank: <i>Provided, however,</i> That the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	Five percent (5%)	b) Bank guarantee confirmed by a Universal or Commercial Bank	Ten percent (10%)	c) Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%)
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11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) calendar days upon receipt of Notice of Award.								
14	<p>Payment.</p> <p style="padding-left: 40px;">1. Full payment of the work accomplished as certified by the BSD-TSD Representative.</p>								

	<p>Payment shall be processed upon submission of the following:</p> <ul style="list-style-type: none">a. Letter of request of the contractor for the release of payment.b. Breakdown of work accomplished as validated and certified by PICC Representativec. Floor plans/ lay-out showing the work accomplishment as validated and certified by PICC's representative.d. Photographs of work accomplishments.e. As-Built Plan in soft and hard copy. The hard copy shall be in A3 bond size, three (3) copies signed by the CONTRACTOR and PICC authorized representative. The soft copy shall be saved in a USB.f. Invoice <p>2. Payment shall be subject to ten percent (10%) of the contract amount as retention money. The total "retention money" shall be due for release after the warranty period.</p>
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Section VI. Specifications

**TERMS OF REFERENCE FOR THE
SUPPLY OF LABOR AND MATERIALS FOR THE CONSTRUCTION
OF RAINWATER STORAGE AT THE OPEN GARDEN**

I. GENERAL SCOPE OF WORK:

The works shall be supply of all materials, labor, tools, equipment and other incidentals necessary for the completion of the abovementioned project, ready for use.

1. Mobilization

Manpower, tools, equipment, temporary warehouse, portable toilet (portalet) and board- up.

2. Health and Safety requirements

- a. All workers shall wear appropriate Personal Protective Equipment (PPEs) e.g. head protection, safety shoes, safety harness, visibility vest.
- b. The Contractor shall install safety signage and advisory, same as the PICC standard signage, printed in sintra board, (See plan for details) and other safety signage needed on site.
- c. The Contractor shall provide a full time Safety Officer to oversee, frequently monitor and inspect any health and safety aspect of the abovementioned project.
- d. The Contractor shall provide a Safety and Health Program signed by the Safety Officer.

3. Construction of catch basins and installation of storm drain lines for the rain water collected from downspouts of Meeting Room 1 roof to the rainwater storage tanks and installation pipelines to be tap to the existing distribution pipelines from STP.

a. Site Preparation

- a.1. Removal of existing utilities. The utilities to be removed shall be turn-over to PICC.
- a.2. Construction of board-up using gauge 26 pre-painted color gray G.I. rib type roof on B.I. pipe framing and support.

b. Excavation and Backfilling

- b.1. The Contractor shall prepare the area for excavation work with the volume of 22.70M x 4.10M x 2.40M (LxWxH) for the location of the rainwater tanks.
- b.2. Installation of 6" Ø PVC storm drain pipes to be connected to the rainwater tank. Provide concrete catch basin at every connection, see plans for details.
- b.3. Hauling of debris outside PICC premises.

- c. Construction of reinforced concrete retaining wall and slab on-fill, see plans for details. Use 3000psi concrete with 12mm steel reinforcement.
- d. Installation of the four (4) sets - 10,000 liters Polypropylene (PP) underground rainwater tanks and shall be horizontally aligned. Use suitable equipment to lower the four (4) tanks into place. Provide 6" Ø PVC pipes for the interconnection of the four (4) tanks.
- e. The Contractor shall supply and install the external filter to be connected to the tanks internal filter package, including the pipe system of the four (4) – tanks as per manufacturer's specification including the overflow system to be tap to the nearest catch basin.

- f. The Contractor shall supply and install the two 2-units water pumps with control panel and connect the pipe to the existing 3” Ø PPR pipes water distribution line. Provide gate valves and check valves.
 - g. Backfilling work using soil materials in layers of 20cm, while simultaneously increasing the water level within the tanks.
 - h. Install and adjust the dome shaft to the required level.
 - i. Checking and testing of the system.
4. Electrical works for the installation of water pumps with control system.
 - a. Supply and install Wye-Delta controller set with 50A, 600V main breaker, contactors, timers, relay, HOA switch, push buttons and pilot lights, overload relays, level sensor/ switch and other accessories/ materials/ consumables necessary to make the system operational.
 - b. Supply and install 5.5 sq. THHN/ THWN copper wire, UL listed, use 20mm Ø uPVC pipe, UL listed.
 - c. Provide controller bracket/ support.
 5. Repair works on the existing concrete rip-rap/ soil protection, see plans for details.
 6. Restoration works
 7. Cleaning and turn-over the project and site ready.
 8. Demobilization
 Manpower, tools, equipment, temporary warehouse, including hauling-out of construction debris.

a. SPECIFICATIONS:

Item No.	Materials	Specifications
1.	Rainwater tank	GRAF Platin XL 10,000 liters (2641.72 gallons) Polypropylene (PP) flat tank with telescopic dome, tank dome cast iron manhole cover, internal filter set, PVC pipes and fittings for inlet and outlet interconnection of tanks complete with rain water industrial external filter compatible for 6” Ø pipe. Size : 4.90M x 2.25M x 1.25M (LxWxH) Weight: 460 kgs.
3.	Polypropylene Random Copolymer Pipe	3” Ø PN20 (PPR pipe) complete with fittings, check valves and gate valves.



4.	PVC Pipes	6" Ø series 1000
5.	Water Pumps with pressure tanks	<p>2 – units Self-Priming Multi-stage “Jet” Pump (Constant pressure pump)</p> <p>Motor Specifications:</p> <p>Power : 1.5kW/ 2hp</p> <p>Frequency : 50/60Hz</p> <p>Max Flow rate: 130 liters/minute</p> <p>2 – units Diaphragm Type Pressure Tank: 24 liters Nominal Volume</p>

b. GENERAL CONDITIONS:

1. The Contract Documents, Specifications and Drawings are mutually complimentary. What is noted in one although not shown in other shall be considered contained in all, in case of conflict. The Specifications shall prevail over the Drawings. The documents forming the Contract shall be interpreted in the following order of priority:
 - a. Contract/Construction Agreement
 - b. Contractor’s Bid
 - c. Special Conditions of the Contract
 - d. Specifications
 - e. Drawings
 - f. Bill of Quantities
 - g. Any other document listed in the Special Conditions of the Contract as forming part of the Contract
2. The Bidders shall examine all the issued documents relating to the work and must have verified all the existing conditions at the site. No consideration will be given for any alleged misunderstanding or misinterpretation of the specifications and materials to be used or work to be done.
3. The Bidders shall inspect and examine the site and the surroundings of the project to arrive at a reasonable estimate of the labor, materials, equipment, facilities and services necessary to carry out the works.

c. CONTRACTOR’S OBLIGATION

1. The CONTRACTOR shall perform all works necessary to fully accomplished the project.
2. A joint ocular inspection must be conducted by the Contractor and PICC Representative, on the specific works to be done for the construction of rainwater storage at the Open Garden.
3. The CONTRACTOR shall inspect and examine the site and the surroundings of the proposed project to arrive at a reasonable estimate of the labor, materials, equipment, facilities and services necessary to carry out the works.
4. The CONTRACTOR shall commence execution of the works on the Start Date and shall carry out the works in accordance with the program of work submitted by the

CONTRACTOR, as updated with the approval of PICC Representative and complete them by the intended completion date.

5. The CONTRACTOR shall provide all supervision, labor, materials, plant and Contractor's equipment, which may be required.
6. The CONTRACTOR shall be liable to all fire and accident claims and other related claims arising from the injuries and damages, which occurred in the vicinity.
7. The CONTRACTOR shall free the PICC and its personnel from and against all liability for damages arising from injuries or liabilities to persons or damages to property by any act of omissions of the Contractor including any and all expenses which may be incurred in the defense of any claim, action or suit.
8. Any work that may affect the operation, security and image of the Center shall be coordinated properly with PICC-BSD-TSD Representative and shall be done in accordance with the Center's approved schedule.
9. Cost of rework and restoration or replacement of all damaged properties due to CONTRACTOR'S poor workmanship or negligence shall be borne by the Contractor.
10. The CONTRACTOR shall submit list of personnel assigned to the project including their NBI clearances/ Barangay clearances.
11. The CONTRACTOR's personnel/workers shall wear at all times their uniform, company ID and PPEs while working inside the Center.
12. Tapping of equipment and other related works shall be properly coordinated with PICC Representative for provision of power and water. For this purpose, the CONTRACTOR shall provide sub-meters for power and water consumptions and shall be billed accordingly.

VII. WORKMANSHIP:

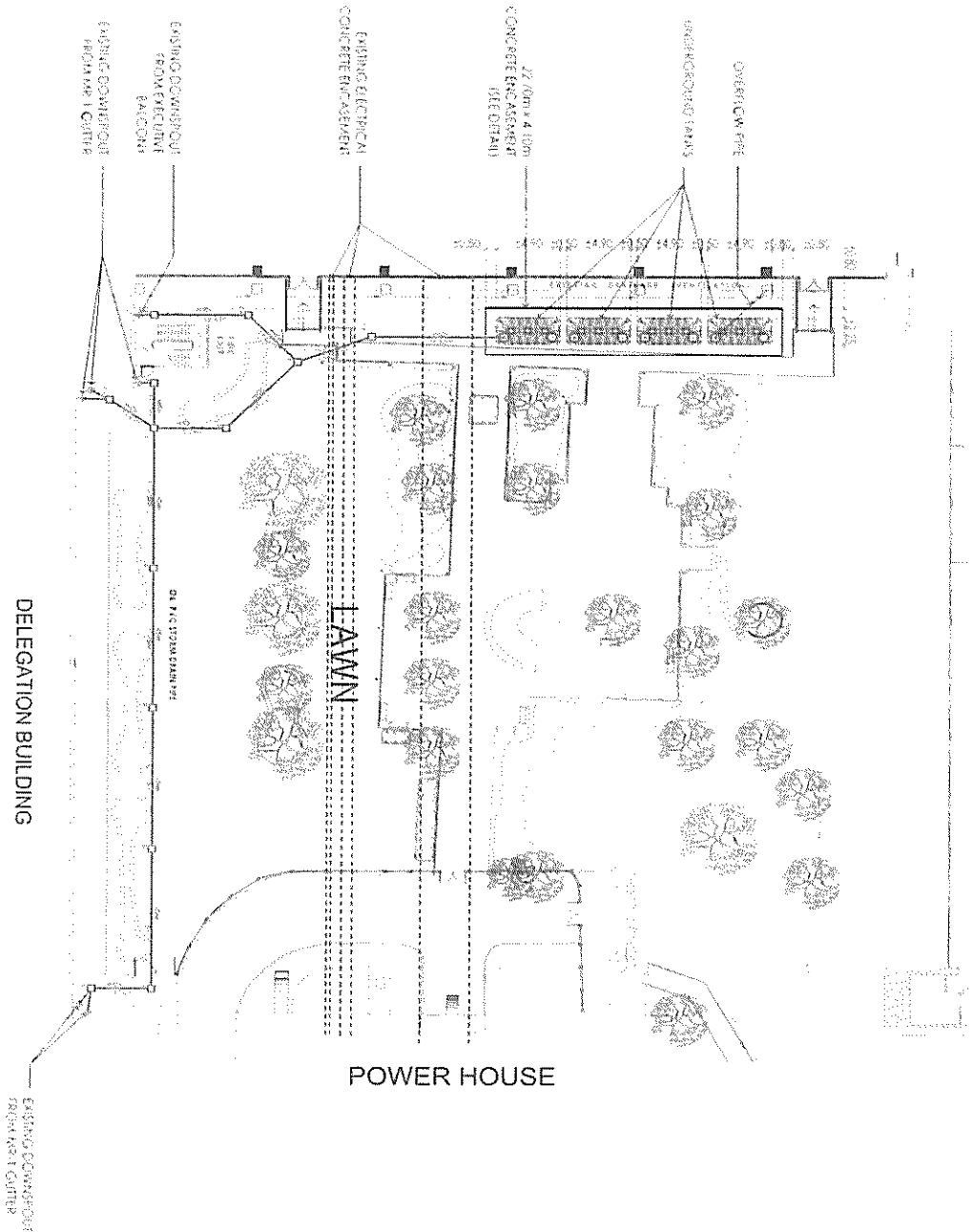
The work throughout shall be executed in the best and most thorough manner to the satisfaction of PICC and its engineers and supervisors who will jointly interpret the meaning of the scope of work and its conditions and shall have the power to reject any work, method of accomplishing every part of work and material used which in their judgment are not in full accordance therewith and are disadvantageous to PICC.

VIII. LIQUIDATED DAMAGES:

In case of delay in the completion period inclusive of duly granted time extensions, if any, the Contractor shall be liable for damages and shall pay the PICC for liquidated damages in an amount equivalent to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed works/services for every day of delay.

Section VII. Drawings

SECRETARIAT BUILDING



LEGEND:
 1. DR PVC OVERFLOW PIPE
 2. DR PVC STORMDRAIN
 3. EXISTING CONCRETE

1
 2
 SCALE

SUPPLY OF LABOR AND MATERIAL FOR THE CONSTRUCTION OF RAIN WATER STORAGE AT THE OPEN GARDEN

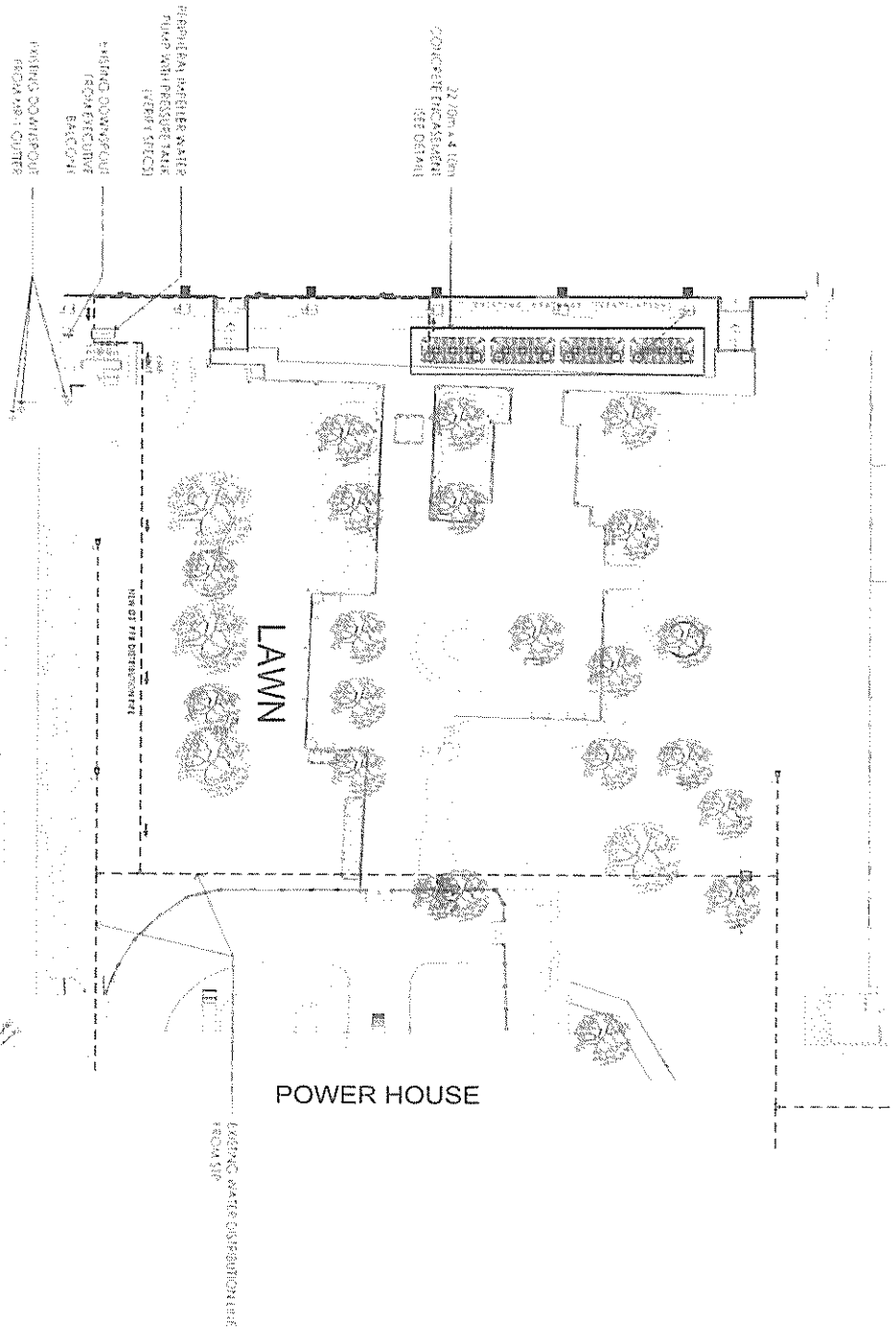
OPEN GARDEN

NO.	DATE	REVISION	DESIGNED BY	CHECKED BY	STANDARD APPROVED BY	APPROVED BY	PROJECT NO.
1	10/10/2011	AS PER APPROVAL	MR. EDSONI ARBENO	MR. EDSONI ARBENO	MR. ROBERTO GARCIA	MR. EDSONI ARBENO	SECRETARIAT BUILDING
2	10/10/2011	AS PER APPROVAL	MR. EDSONI ARBENO	MR. EDSONI ARBENO	MR. ROBERTO GARCIA	MR. EDSONI ARBENO	SECRETARIAT BUILDING



2
 A 7

SECRETARIAT BUILDING



LEGEND:

SECRETARIAT BUILDING
DELEGATION BUILDING



SECRETARIAT BUILDING



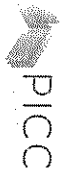
DELEGATION BUILDING



SUPPLY OF LABOR AND MATERIAL FOR THE CONSTRUCTION OF BAIN WATER STORAGE AT THE OPEN GARDEN

OPEN GARDEN

DATE	REVISION	MEMBER	RECOMMENDING APPROVAL	APPROVER	AMOUNT
1. 21. 2024	4. 21. 2024	DR. RICHARD M. MENDOZA JR.	ENGR. WILSON FELIC PEYES	ALY RENZO PADILLA	3
1. 21. 2024	4. 21. 2024	ENGR. ERICSON TORIBIO	ENGR. WILSON FELIC PEYES	ALY RENZO PADILLA	7



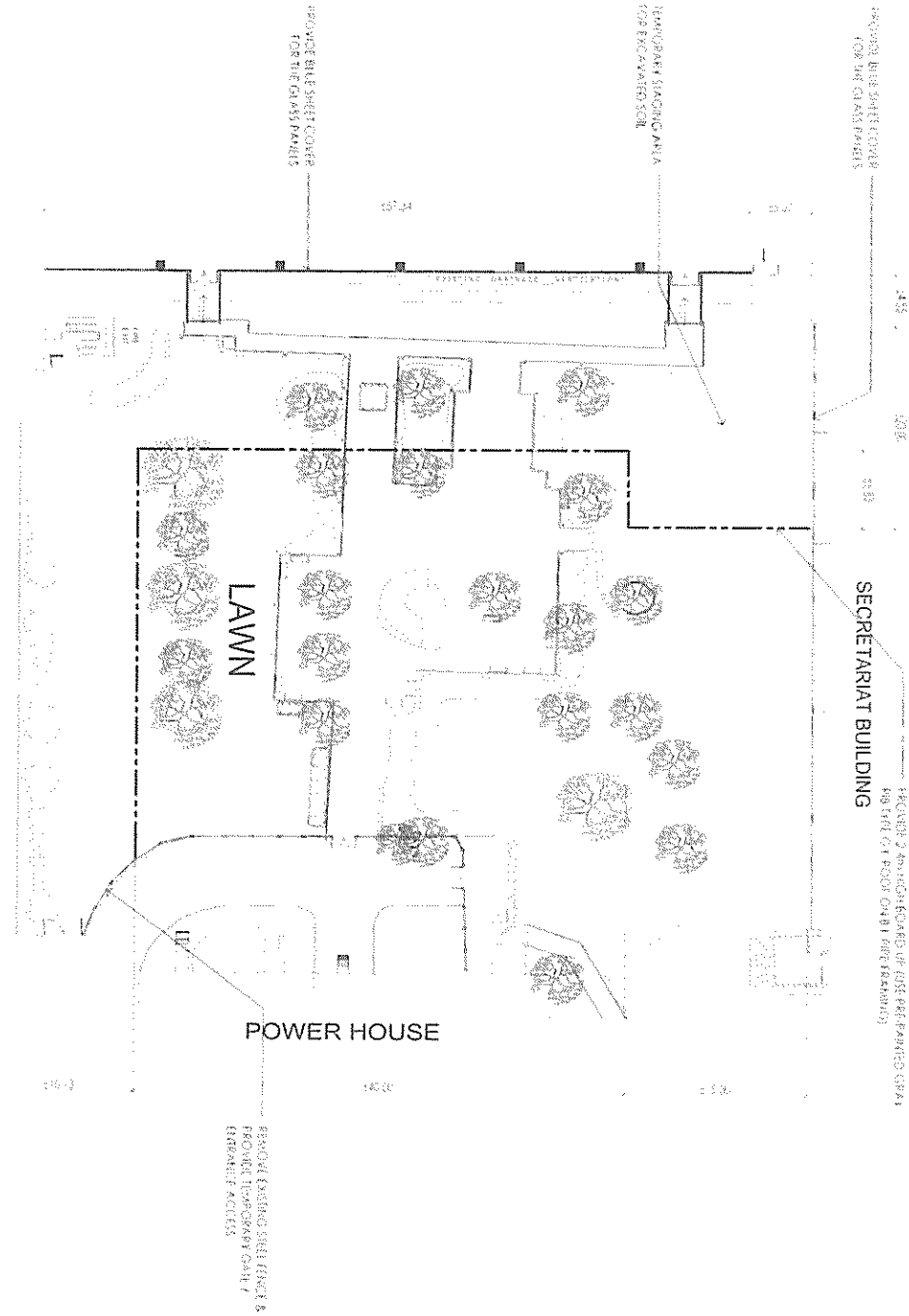
SUPPLY OF LABOR AND MATERIAL FOR THE CONSTRUCTION OF RAIN WATER STORAGE AT THE OPEN GARDEN

OPEN GARDEN

DATE	SCALE	REGION	VERIFIED BY	TECHNICAL APPROVAL	APPROVED BY	SHEET NO.
1. 21. 2017	4: 1	AM	AS RETAINED BY THE ARCHITECT	ENGR. WILSON ANDRÉS REYES	ART. REYES	4
1. 21. 2017	4: 1	AM	ENGR. JOSÉ ANTONIO	MR. ROBERTO A. GARCÍA	ART. REYES	7

1 BOARD-UP DETAIL
1: 4 SCALE

DELEGATION BUILDING





SUPPLY OF LABOR AND MATERIAL FOR THE CONSTRUCTION OF RAIN WATER STORAGE AT THE OPEN GARDEN

DATE: 12/20/2017

REVISION: 4/23/2018

DESIGNED BY: ENGR. EDSON M. AURELIO

CHECKED BY: ENGR. EDSON M. AURELIO

APPROVED BY: MR. ROBERTO S. GARCIA

APPROVED BY: MR. ROBERTO S. GARCIA

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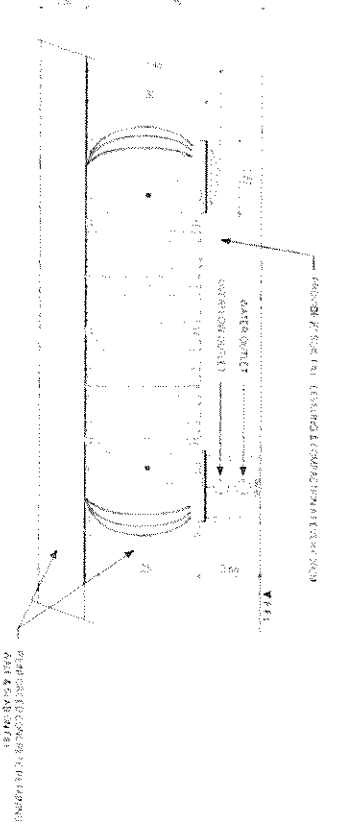
APPROVED BY: MR. ROBERTO S. GARCIA

APPROVED BY: MR. ROBERTO S. GARCIA

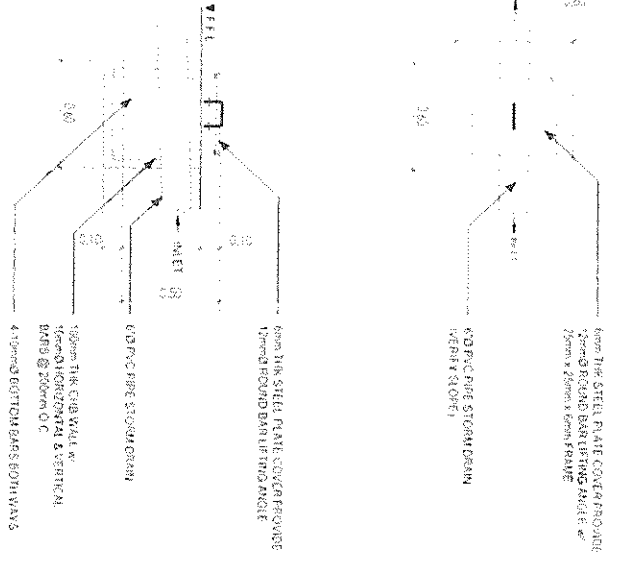
APPROVED BY: MR. ROBERTO S. GARCIA

APPROVED BY: MR. ROBERTO S. GARCIA

1 UNDERGROUND TANK DETAIL

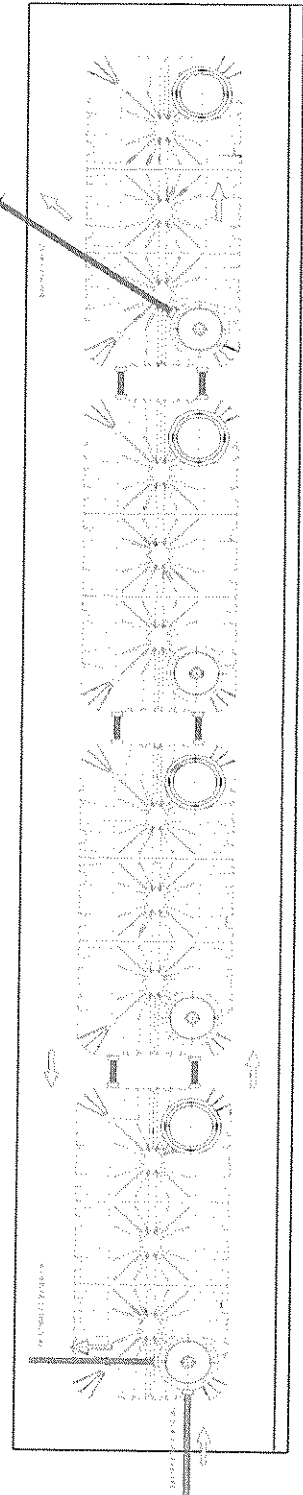


2 CATCH BASIN DETAIL

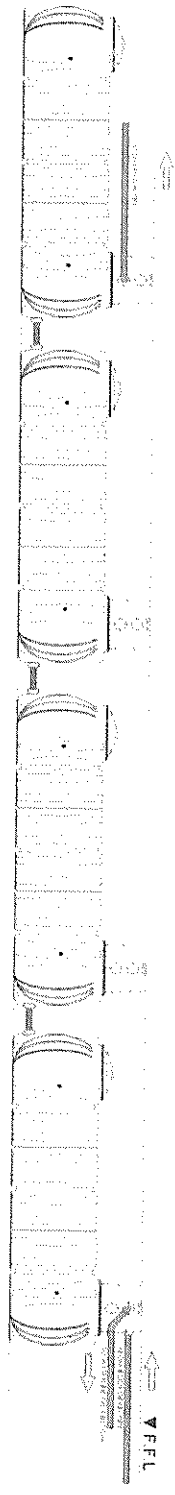


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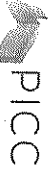


22.70

1 TANK DETAIL & PIPE CONNECTION

SPECIFICATION:

19,966.19 GAL TOTAL CAPACITY EACH TANK
 AT TOTAL OF 40,000.18 GALLONS
 TANK DIMENSION IS 80" X 22.25" X 11.5" (H)



NOTE
 SUPPLY OF LABOR AND MATERIAL FOR THE CONSTRUCTION
 OF RAIN WATER STORAGE AT THE OPEN GARDEN

DATE	REVISION	BY	APPROVED BY	DATE	REVISION	BY	APPROVED BY
5.29.2020	1	MR. BEYLA ROSA MENDOZA JR	MR. WILSON DE LOS RIOS				
		ENGR. ENRIQUE TAURELLO	MR. ROBERTO GARCIA				
		ENGR. ENRIQUE TAURELLO	ATTY. RENAN DO BRAGA OLIVEIRA				

OPEN GARDEN

SHEET NO. 6 / 7

Section VIII. Bill of Quantities

PROJECT : SUPPLY OF LABOR AND MATERIALS FOR THE RAIN WATER HARVESTING AT THE OPEN GARDEN
 LOCATION : PICC COMPLEX, VICENTE SOTTO ST. PASAY CITY

(1) ITEM NO.	(2) DESCRIPTION	(3) QTY.	(4) UNIT	(5) UNIT DIRECT COST	(6) ESTIMATED DIRECT COST (3 X 5)	7 OCM %	(8) MARK-UPS PROFIT %	(10) TOTAL MARK-UP % (7+8)	(11) VALUE (6 X 10)	(12) VAT 12 % (11 X 12)	(13) TOTAL INDIRECT COST (11 + 12)	(14) TOTAL COST (6 + 13)	(15) UNIT COST (14/3)	
														(9) %
Part A - GENERAL REQUIREMENTS														
A.1	General Requirements													
A.1.1	Mobilization including boar-up / Demobilization	1.00	lot											
A.1.2	Temporary Facilities including Potablet	1.00	lot											
A.1.3	Health and Safety Requirements	1.00	lot											
TOTAL PART A														
Part B - CONSTRUCTION WORKS														
B.1	Earthworks													
B.1.1	Excavation	382.85	cu.m.											
B.1.2	Backfilling (soil) every 20cm	270.11	cu.m.											
B.1.3	Levelling and Compaction, every 20cm	1.00	lot											
B.1.4	Hauling of excess soil	117.67	cu.m.											
B.2	Structural Works													
B.2.1	Gravel Bedding	10.65	cu.m.											
B.2.2	Forms (shear wall)	118.55	sq.m.											
B.2.3	Concrete 3000 psi													
	Retaining wall and slab on fill	48.35	cu.m.											
B.2.4	Reinforcing Bar (for shear wall and slab on fill)	3,895.64	kgs.											
B.3	Installation of GRBF tank for rain water harvesting													
B.2.1	GRAF Platin XL 10,000L	4.00	pcs.											
B.4	Plumbing Works													
B.4.1	3" diameter PPR pipe PN 20	121.00	m											
B.4.3	6" diameter PVC pipe	88.21	m											
B.4.4	8" diameter PVC pipe	4.00	m											
B.4.5	PVC Elbow and cleanout	1.00	lot											
B.4.6	PPR fittings and valves, water meter	1.00	lot											
B.5	Masonry Works (Catch Basin)													
B.5.1	Concrete 3000 psi	1.01	cu.m.											
B.5.2	4" CHB	20.16	sq.m.											
B.5.3	Plastering	20.16	sq.m.											
B.5.4	Steel Plate Cover	14.00	set											
TOTAL PART B														
Part C - ELECTRICAL WORKS AND MECHANICAL WORKS														
C.1	Mechanical Works													
C.1.1	Motor Pump including concrete pad and other accessories	1.00	lot											
C.2	Electrical Works													
C.2.1	Electrical works	1.00	lot											
TOTAL PART C														
TOTAL A + B + C														
TOTAL CONSTRUCTION COST														

Prepared by

Signature over printed name

Date

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); in accordance with **Section 8.5.2 of the IRR**. *If any of the documents in Annex "A" has expired, the updated document shall be submitted during post-qualification;*

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (*Annex "A"*); **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 (*Annex "B"*); **and**
- (d) Special PCAB License in case of Joint Ventures and registration for the type and cost of the contract to be bid; **and**
- (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 (*Annex "C"*); **and**
- (f) Section VI (Specifications) and Section VII (Drawings) signed on each and page by the authorized signatory; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS) (*Annex D"*); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (*Annex "E"*) (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. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- (k) Original of duly signed Bid Prices in the Bill of Quantities (*Section VIII*)

ANNEX "B"

SINGLE LARGEST COMPLETED CONTRACT
WHICH IS SIMILAR TO THE CONTRACT TO BE BID

Business Name:

Business Address:

Name of Contract	a. Owner' Name b. Address c. Telephone Nos.	Nature of Item/Service	a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed

Note: This statement shall be supported with:

1. Contract
2. Certificate of Final Acceptance issued by the owner or the Constructors Performance Evaluation System (CPES)
Final rating showing at least a "Satisfactory" rating.

Note: *The Single Largest Completed Contract shall be completed within the last five (5) years from the date of submission and receipt of bids, that is similar to the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC.*

Submitted by:

(Printed Name & Signature)

Designation:

Date:

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/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
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;

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

- (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.

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]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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 Uniform 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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing 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.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

Jurat

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

PHILIPPINE INTERNATIONAL CONVENTION CENTER

Name of the Project: *Supply of Labor and Materials for the Construction of Rainwater Storage at the Open Garden*

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	
7.	Value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.

NFCC = P _____

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR.

or

A committed Line of Credit, in an amount to at least ten percent (10%) of the ABC, issued by a Universal of Commercial Bank.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date: _____

Note:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

BID FORM

Date: _____

Project Identification No: _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *Supply of Labor and Materials for the Construction of Rainwater Storage Room at the Open Garden*
- 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:

- 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 allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹² 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]*.

1. 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: _____