# **PHILIPPINE BIDDING DOCUMENTS**

# REHABILITATION OF LRP ELECTRICAL SYSTEM AND FACILITIES (Phase 1)

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.

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# Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

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

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

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

**GFI** – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

**LGUs** – Local Government Units.

NFCC – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

# Section I. Invitation to Bid

### Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines Department of Justice **Bureau of Corrections LEYTE REGIONAL PRISON** Abuyog, Leyte



#### Invitation to Bid for Rehabilitation of LRP Electrical System and Facilities (Phase 1)

- The Leyte Regional Prison, through the Bureau of Corrections Fund 284 intends to apply the sum of Four Million Nine Hundred Ninety-Nine Thousand Seventy-One Pesos & 17/100 (₱4,999,071.17) being the Approved Budget of the Contract (ABC) to payments under the contract for Rehabilitation of LRP Electrical System and Facilities (Phase 1) with Identification Number <u>ITB BID2022-001</u>. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **Leyte Regional Prison**, now invites bids for the above Procurement Project. Completion of the Works is required **three hundred (300) calendar days** from the receipt of Notice to Proceed (NTP) and Contract Agreement. Bidders should have completed a contract similar to the Project amounting to at least fifty Percent (50%) of the ABC within the last four (4) years. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from Leyte Regional Prison and inspect the Bidding Documents at the address given below from Monday to Friday from 8:00am to 5:00pm.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on April 10, 2022 8:00am 5:00pm to May 2, 2022 8:00am 8:55am from the given address and website(s) below. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity bucor.gov.ph, provided that Bidders shall pay the applicable fee of Five Thousand Pesos only (₱5,000.00) for the Bidding Documents not later than the submission of their bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
- The Leyte Regional Prison will hold a Pre-Bid Conference<sup>1</sup> on April 18, 2022 -9:00am at LRP – Conference Room, Administration Building, Leyte Regional Prison, which shall be open to prospective bidders.

May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before May 2, 2022 8:55am. 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 15.
- 9. Bid opening shall be on May 2, 2022 9:00am at the LRP Conference Room, Administration Building, Leyte Regional Prison. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The **Leyte Regional Prison** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

JERUEL GO Office of the BAC Secretariat Leyte Regional Prison Abuyog, Leyte CP # 09455311532 Email: leurejz@yahoo.com or lrpcamp@yahoo.com.ph

12. You may visit the following websites: For downloading of Bidding Documents bucor.gov.ph

Date of Issue: April 10, 2022

MR. TRACY B. SORIANO Chairperson, Bids and Awards Committee

### Notes on the Instructions to Bidders

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

#### 1. Scope of Bid

The Procuring Entity, *[indicate name]* invites Bids for the *[insert Procurement Project]*, with Project Identification Number *[indicate number]*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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 *[indicate funding year]* in the amount of *[indicate amount]*.
- 2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

#### 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: [*Select one, delete other/s*]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- b. Subcontracting is not allowed.
- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address {*[insert if applicable]* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. 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:

[Select one, delete other/s]

- a. Philippine Pesos.
- b. [indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]

#### 15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 16. Sealing and Marking of Bids

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

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

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

#### 17. Deadline for Submission of Bids

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

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

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

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

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

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

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 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**.

### 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.

ITB Clause	Bid Data Sheet			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Electrical (Residential, Commercial, Industrial, Maintenance, Installation, Construction) works and Repair, Rehabilitation and Infrastructure/Construction Works			
7.1	Subcontracting is no			
10.3	A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project.			
10.4	mum years of experience set			
	Key Personnel	General Experience	Relevant Experience	
	Project Manager	Duly licensed Civil Engineer/Architect with at least 5 years' experience	Similar or comparable projects, with knowledge in the application of rapid construction	
	Foreman	with at least 5 years' experience as Foreman	Similar or comparable projects, with knowledge in the application of rapid construction	
	Electrical Engineer	Duly licensed Electrical Engineer with at least 5 years' experience	Similar or comparable projects, with knowledge in the application of electricity	
	Electrician	With at least 5 years' experience as electrician with TESDA NCII	Similar or comparable projects, with knowledge in the application of electricity	
12	No further instructions			
15.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: The amount of not less than <b>100,000.00</b> or two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than <b>P250,000.00</b> or five percent (5%) of ABC] if bid security is in Surety Bond.			
19.2	One Project having several items that shall be awarded as one contract.			
20.2	The Winning Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).			
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 S-curve, manpower schedule, safety and health program approved by the DOLE, and other acceptable tools of project scheduling.			
21.2	The winning bidder shall post the required Performance Security and enter into contract with the Procuring Entity within ten (10) calendar days from receipt by the winning bidder of the Notice of Award.			

### Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

#### **1.** Scope of Contract

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

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

#### 2. Sectional Completion of Works

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

#### **3. Possession of Site**

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

#### 4. The Contractor's Obligations

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

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

#### 5. **Performance Security**

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

#### 6. Site Investigation Reports

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

#### 7. Warranty

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

#### 8. Liability of the Contractor

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

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

#### 9. Termination for Other Causes

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

#### 10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

#### 11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

#### 12. Instructions, Inspections and Audits

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

#### **13.** Advance Payment

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

#### 14. Progress Payments

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

#### 15. Operating and Maintenance Manuals

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

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

# Section V. Special Conditions of Contract

### Notes on the Special Conditions of Contract

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

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

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

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

# **Special Conditions of Contract**

GCC Clause			
2	Sectional completion is not applicable		
	The Intended Completion Date is three hundred (300) calendar		
	days from the date of receipt of the NTP.		
4.1	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the		
	Contractor from the date of the receipt of Notice to Proceed (NTP).		
6	No further instructions		
7.2	Five (5) years.		
10	No day works are applicable to the contract.		
11.1	The Contractor shall submit the Program of Work to the Procuring		
	Entity's Representative within fourteen (14) 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].		
13The amount of the advance payment is The amount of the advance			
	payment is Fifteen Percent (15%) of the contract price to be made in		
	lump sum upon submission to and acceptance by the Bureau of		
	Corrections of an irrevocable standby letter of credit of equivalent value		
	from a commercial bank, a bank guarantee or a surety bond callable		
	upon demand issued by a surety or insurance company duly licensed by		
1.4	the insurance commission and confirmed by the Bureau of Corrections.		
14	Materials and equipment delivered on the site but not completely put in		
151	place shall be included for payment.		
15.1	The date by which operating and maintenance manuals are required is		
	upon actual completion of the project.		
	The date by which "as built" drawings are required is upon actual		
15.2	completion of the project.		
13.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is		
	equivalent to five percent (5%) of the contract price.		
	equivalent to five percent (5%) of the contract price.		

Section VI. Specifications

#### REHABILITATION/IMPROVEMENT OF ELECTRICAL SYSTEM AND FACILITIES OF LRP-BUCOR (Phase 1) **GENERAL SERVICES SECTION - LRP** ITEM DESCRIPTION UNIT QTY **UNIT COST** AMOUNT No. Note: a. Construction of One (1) unit One (1)-storey powerhouse EARTHWORKS 4,950.00 1.0 Scope of Work: 1. Excavation works for Column-Footing and Wall Footing 2. Gravel bedding for structural members laid against the ground 2.0 FORMWORKS 88,275.00 C fWanh

Scope of Work:	
1. Fabrication of forms for members to be concreted (Column, Wall Footing, Beams and Roof Slab).	
2. Installation of shoring and bracing for members to be concreted (Column, Wall Footing, Beams and Roof Slab).	
REINFORCED CONCRETE WORKS	140,507.50
Scope of Work:	
1. Concreting of all Structural reinforced concrete members (footing, column, beam, stiffener columns and Roof & Floor Slab)	
2. All column footing & Slab shall be laid in a well compacted soil	
3. Minimum concrete cover should be observed & applied to all members.	
MASONRY WORKS	122,984.00
Scope of Work:	
1. Installation of 4"CHB Wall Partitions.	
2. Installation of 150x300mm Louver Blocks reinforced with 9mm diameter deformed bar	
3. Plastering of installed CHB Walls and Louver Blocks	
	1. Fabrication of forms for members to be concreted (Column, Wall Footing, Beams and Roof Slab).         2. Installation of shoring and bracing for members to be concreted (Column, Wall Footing, Beams and Roof Slab). <b>REINFORCED CONCRETE WORKS</b> Scope of Work:         1. Concreting of all Structural reinforced concrete members (footing, column, beam, stiffener columns and Roof & Floor Slab)         2. All column footing & Slab shall be laid in a well compacted soil         3. Minimum concrete cover should be observed & applied to all members. <b>MASONRY WORKS</b> Scope of Work:         1. Installation of 4"CHB Wall Partitions.         2. Installation of 150x300mm Louver Blocks reinforced with 9mm diameter deformed bar

#### **Contract Duration: 300 calendar days**

Conforme:

Name of Company in Print

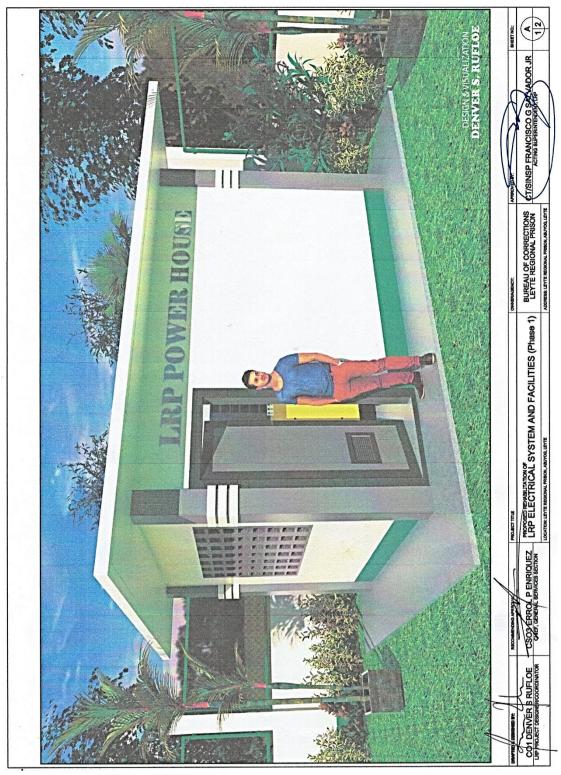
6.0	DOOR INSTALLATION	22,500.00
	1. Installation of Heavy Duty Pre-painted Metal Flush Door with Louver, Door Jamb and Heavy Duty Locksets and Hinges	
7.0	WATERPROOFING WORKS	38,400.00
	1. Waterproofing works for roof slab.	
	2. Concrete Topping of roof slab reinforced with 1" x 1" welded wire mesh.	
8.0	PAINTING WORKS	60,715.50
	1. Painting of all exposed masonry sufaces and and slab soffit.	
	2. Top coat paint shall be ready mixed applied to interior walls and slab soffit applied in two coats	
	3. Top coat for exterior walls shall be ready mixed elastomeric paint applied in two coats	
	4. Application of rubberized floor paint in two coats.	
10.0	ELECTRICAL WORKS	3,489,184.80
	Note:	
	a. To procure one (1) unit new 75KVA Transformer and one (1) unit 75KVA Generator Set	
	b. Costing of Electrical Works is inclusive of all installations needed to be undertaken by the local electric service provider	
	1. Installation of New 75KVA Transformer	
	2. Installation of new Electric Meter	
	3. Installation of Main Circuit Breaker at the Powerhouse	
	4. Installation of new steel poles for secondary lines with hardwares and accessories.	_
	5. Installation of wire provisions for facilities	_
	6. Installation of Main Panel Board at the Administrative Building	
	Total Estimated Direct Cost (EDC)	3,967,516.80
	Overhead, Contengencies, Miscellaneous, OCM (10%)	396,751.68
	Contractor's Profit, <b>CP</b> (10%)	396,751.68
	Value Added Tax, VAT (5%)	238,051.01
	Approved Budget for the Contract (ABC)	4,999,071.17

### **Contract Duration: 300 calendar days**

Conforme:

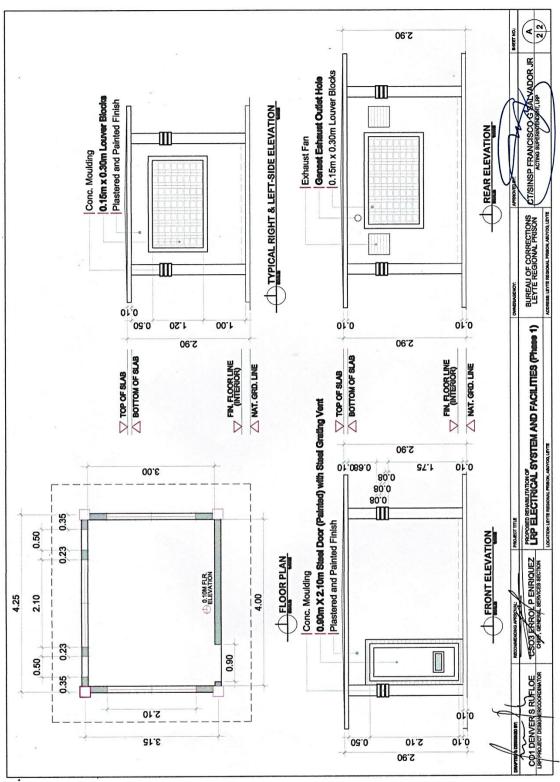
Name of Company in Print

Section VII. Drawings



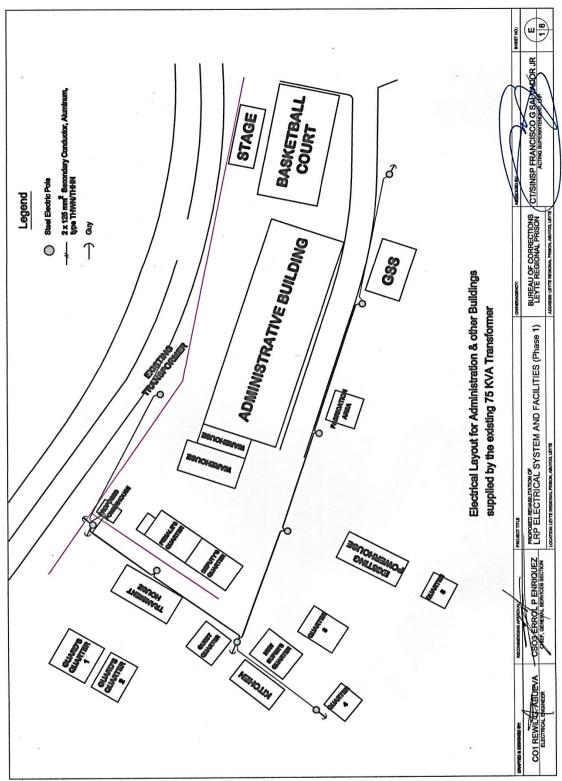
**Contract Duration: 300 calendar days** 

Name of Company in Print



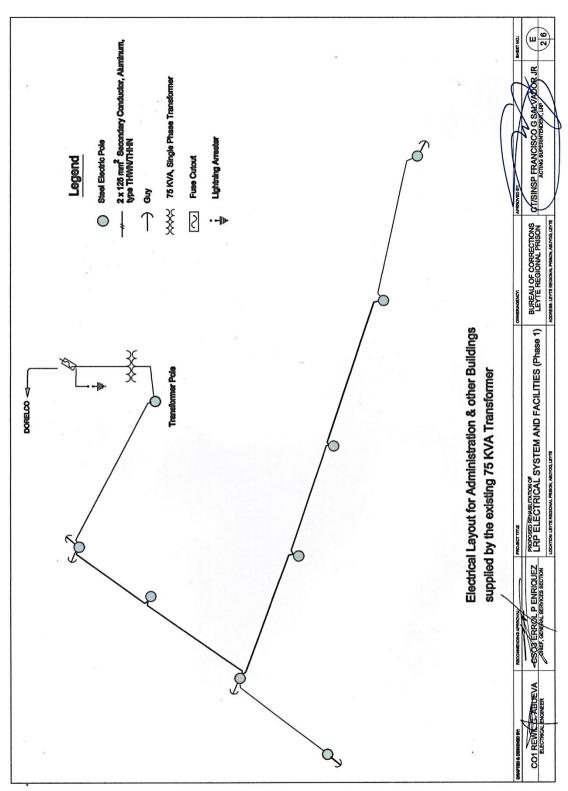
**Contract Duration: 300 calendar days** 

Name of Company in Print



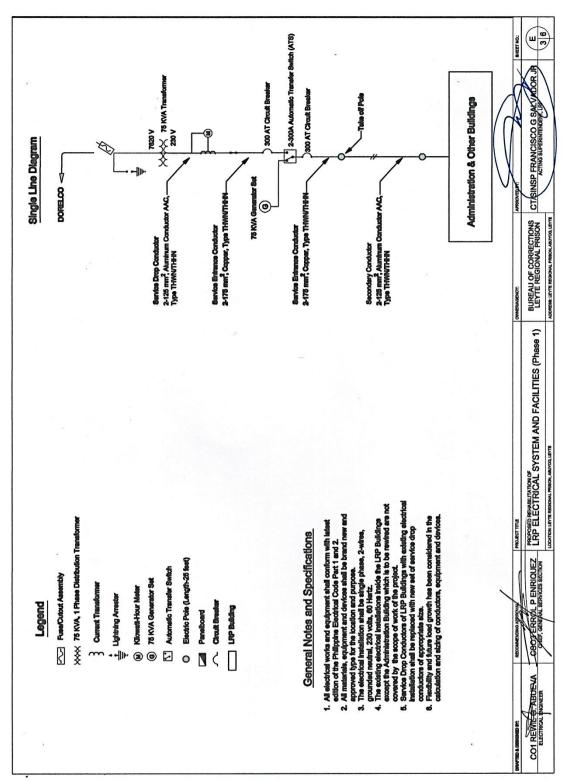
**Contract Duration: 300 calendar days** 

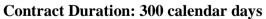
Name of Company in Print



**Contract Duration: 300 calendar days** 

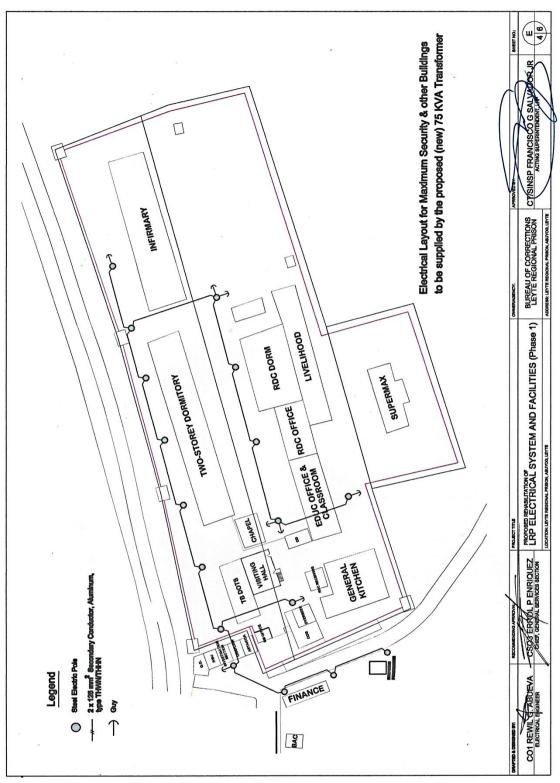
Name of Company in Print





Name of Company in Print

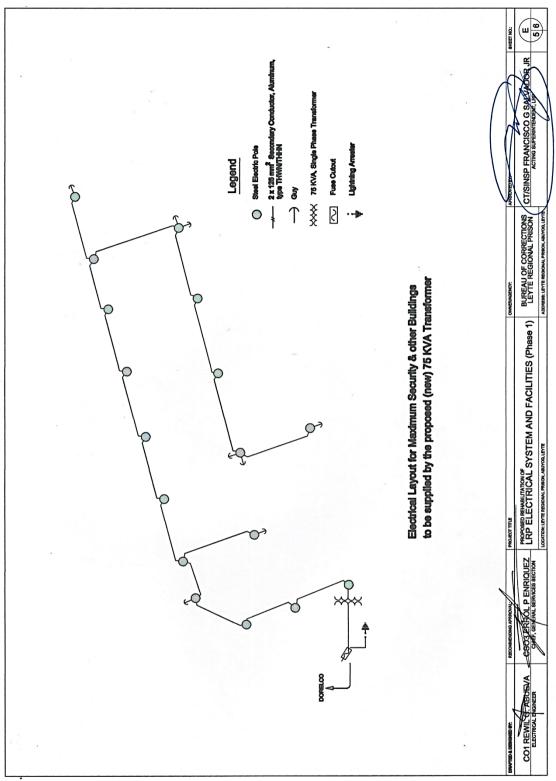
Signature over Printed Name of Authorized Representative



**Contract Duration: 300 calendar days** 

Conforme:

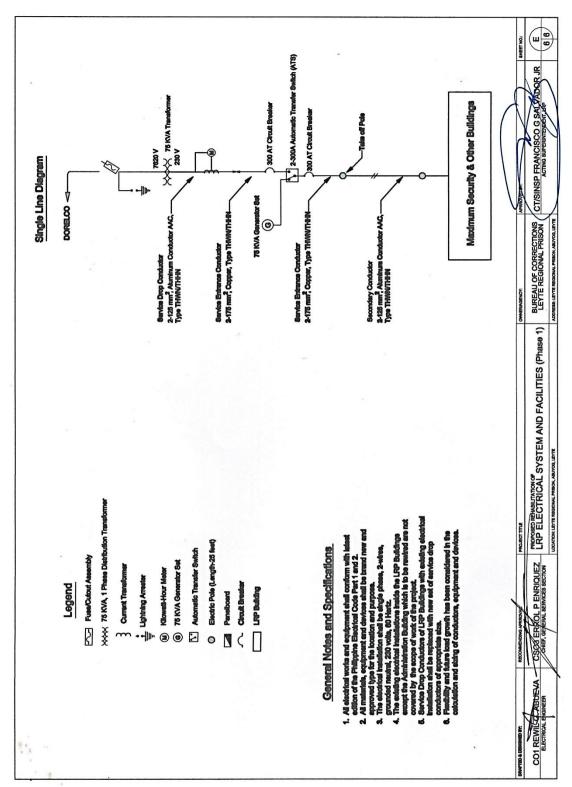
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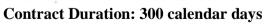


Contract Duration: 300 calendar days

Conforme:

Name of Company in Print





Conforme:

Name of Company in Print

# Section VIII. Bill of Quantities



#### Republic of the Philippines Department of Justice **Bureau of Corrections LEYTE REGIONAL PRISON** Abuyog, Leyte



# Project: Rehabilitation of LRP Electrical System and Facilities (Phase 1)

		BILL OF MATERIA		TOTAL
QUANTITY	UNIT	MATERIALS	UNIT COST	AMOUNT
COST ESTIM	ATE :			
I. Earthworks <b>V</b>	Works :			
3	cu.m	Gravel G1 (Gravel Bedding)	1,000.00	3,000.00
-		Material Cost	₹	3,000.00
		Labor cost	₽	1,950.00
		Sub-total	₽	4,950.00
II. Formworks	:			
40	pcs	2"x4"x12' Coco Lumber	280.00	11,200.00
40	pcs	2"x3"x12' Coco Lumber	210.00	8,400.00
120	pcs	2"x2"x12' Coco Lumber	140.00	16,800.00
10	sheets	1/2" thk. 4'x8' Phenolic Board	1,350.00	13,500.0
25	kgs.	4" CWN	80.00	2,000.00
25	kgs.	3" CWN	80.00	2,000.0
25	kgs.	2-1/2" CWN	90.00	2,250.0
25	kgs.	1-1/2" CWN	100.00	2,500.0
5	rolls	Nylon#100	40.00	200.0
		Material Cost	₽	58,850.00
		Labor cost	₽	29,425.00
		Sub-total	₽	88,275.00
III. Concrete W	Vorks :			
90	bags	Portland Cement Type 1	285.00	25,650.0
9	cu.m	3/4" Gravel, crushed	1,150.00	10,350.0
8	cu.m	Coarse Sand	950.00	7,600.0
		Material Cost	₽	43,600.00
		Labor cost	₽	23,980.00
~		Sub-total	₽	67,580.00
IV. Steel Reinf				
55	pcs	12mmØ RSB	300.00	16,500.0
140	pcs	10mmØ RSB	200.00	8,000.00
20	kgs	No. 16 Tie Wire	85.00	1,700.0
10	pcs	Hacksaw Blade	85.00	850.0
		Material Cost	₽	47,050.00
		Labor cost	₽	25,877.50
X7 X  X  X  X  X  X  X  X  X  X  X  X  X		Sub-total	₽	72,927.50
V. Masonry W		4" CUD	17.00	11 720 0
690	pcs	4" CHB	17.00	11,730.0
200	pcs	Louver Blocks, 150mm x 300mm	30.00	6,000.0
120	bags	Portland Cement Type 1	285.00	34,200.0
12	cu.m	Washed Sand	1,000.00	12,000.0
50	pcs	10mm Ø Deformed Bar	200.00	10,000.0
15	pcs	9mm Ø Deformed Bar	165.00	2,475.0
4	kgs	No. 16 Tie Wire	85.00	340.0
3	roll	Nylon #100	40.00	120.00
		Material Cost	₽	76,865.00
		Labor cost	₽	46,119.00
		Sub-total	₽	122,984.00

VI. Door Installation :

	1			
1		Heavy Duty Pre-painted Metal Flush Door with	15 000 00	15 000 00
1	sets	Louver, Door Jamb and Heavy Duty locksets and	15,000.00	15,000.00
		hinges Material Cost	₽	15,000.00
		Labor cost	P ₽	7,500.00
		Sub-total	 ₽	<b>22,500.00</b>
VII. Waterpro	ofing Works		I	22,500.00
		4mm thk Torch Applied Waterproofing membrane	10 500 00	<b>2 5</b> 00.00
1	lot	with bonding solution	12,500.00	2,500.00
1	lot	Concrete topping with 1" x 1" welded wire mesh	11,500.00	1,500.00
		Material Cost	₽	24,000.00
		Labor cost	₽	14,400.00
		Sub-total	₽	38,400.00
VIII. Painting	Works :			
17	bags	Skimcoat	650.00	11,050.00
25	sheets	Sanding Paper #80	35.00	875.00
25	sheets	Sanding Paper #100	35.00	875.00
3	pail	Flat Latex, White	2,800.00	8,400.00
6	gals	Semi Gloss Latex Paint, Topcoat (Walls & ceiling)	720.00	4,320.00
6	gals	Elastomeric Paint (Exterior Wall)	780.00	4,680.00
3	gals	Rubberized Floor Paint	1,350.00	4,050.00
5	pcs	Roller Brush, 7", cotton	140.00	700.00
4	pcs	Roller Brush, 4", cotton	95.00	380.00
2	pcs	Paint Brush, 4"	110.00	220.00
3	pcs	Paint Brush, 2"	55.00	165.00
		Material Cost	₽	35,715.00
		Labor cost Sub-total	₽ ₽	25,000.50
IX. Electrical W	Vorks :	Sub-total	r	60,715.50
A. Distribution		and Accessories		
	0	DISTRIBUTION TRANSFORMER, 75 KVA,		
1		13.2 -7.6KV/230V, Single Phase, with tap	157 000 00	
	pc	15.2 - 7.0K V/250V, Single Fliase, with tap	157,000.00	157,000.00
	pc	changer, double bushing, 95 KV BIL	157,000.00	157,000.00
1	pc pc	•	567.00	157,000.00 567.00
1		changer, double bushing, 95 KV BIL		-
	pc	changer, double bushing, 95 KV BIL Hotline Clamp	567.00	567.00
	pc set	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total	567.00 7,000.00	567.00 7,000.00 <b>164,567.00</b>
1	pc set	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s	567.00 7,000.00 8,000.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00
1 B. Metering and	pc set	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A	567.00 7,000.00 8,000.00 37,500.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00
1 <b>B. Metering and</b> 1 1 1	pc set Accessories pc	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200	567.00 7,000.00 8,000.00 37,500.00 43,000.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00
1 B. Metering and	pc set Accessories pc pc	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors	567.00 7,000.00 8,000.00 37,500.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00
1 <b>B. Metering and</b> 1 1 1 1	pc set Accessories pc pc pc pc pc	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200	567.00 7,000.00 8,000.00 37,500.00 43,000.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00
1 <b>B. Metering and</b> 1 1 1	pc set Accessories pc pc pc pc pc	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total	567.00 7,000.00 8,000.00 37,500.00 43,000.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00
1 <b>B. Metering and</b> 1 1 1 1	pc set Accessories pc pc pc pc pc	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total	567.00 7,000.00 8,000.00 37,500.00 43,000.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00
1 B. Metering and 1 1 1 C. Generator Se	pc set Accessories pc pc pc pc pc	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige	567.00 7,000.00 8,000.00 37,500.00 43,000.00 1,850.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00 <b>90,350.00</b>
1 <b>B. Metering and</b> 1 1 1 1	pc set Accessories pc pc pc pc pc	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC,	567.00 7,000.00 8,000.00 37,500.00 43,000.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00
1 B. Metering and 1 1 1 C. Generator Se	pc set Accessories pc pc pc pc pc	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted         gauge # 16 steel sheet enclosure, color beige         consisting of: 2 – 300 ampere, 2 pole, 50 KAIC,         230 volts, Molded Case Circuit Breaker witH	567.00 7,000.00 8,000.00 37,500.00 43,000.00 1,850.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00 <b>90,350.00</b>
1 B. Metering and 1 1 1 C. Generator Se	pc set Accessories pc pc pc pc pc	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted         gauge # 16 steel sheet enclosure, color beige         consisting of: 2 – 300 ampere, 2 pole, 50 KAIC,         230 volts, Molded Case Circuit Breaker witH         interlocks and pilot lamps.	567.00 7,000.00 8,000.00 37,500.00 43,000.00 1,850.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00 <b>90,350.00</b> 850,000.00
1 B. Metering and 1 1 1 C. Generator Se 1	pc set Accessories pc pc pc pc t	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted         gauge # 16 steel sheet enclosure, color beige         consisting of: 2 – 300 ampere, 2 pole, 50 KAIC,         230 volts, Molded Case Circuit Breaker witH         interlocks and pilot lamps.         Sub-total	567.00 7,000.00 8,000.00 37,500.00 43,000.00 1,850.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00 <b>90,350.00</b>
1 B. Metering and 1 1 1 C. Generator Se	pc set Accessories pc pc pc pc t	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker witH interlocks and pilot lamps.         Sub-total         h	567.00 7,000.00 8,000.00 37,500.00 43,000.00 1,850.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00 <b>90,350.00</b> 850,000.00
1 B. Metering and 1 1 1 C. Generator Se	pc set Accessories pc pc pc pc t	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted         gauge # 16 steel sheet enclosure, color beige         consisting of: 2 – 300 ampere, 2 pole, 50 KAIC,         230 volts, Molded Case Circuit Breaker witH         interlocks and pilot lamps.         Surface Mounted, NEMA 1, Powder-painted	567.00 7,000.00 8,000.00 37,500.00 43,000.00 1,850.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00 <b>90,350.00</b> 850,000.00
1         B. Metering and         1         1         1         C. Generator Se         1         D. Automatic Tr	pc set Accessories pc pc pc pc pc t set	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker witH interlocks and pilot lamps.         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker witH interlocks and pilot lamps.         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige	567.00         7,000.00         8,000.00         37,500.00         43,000.00         1,850.00         850,000.00	567.00 7,000.00 164,567.00 8,000.00 37,500.00 43,000.00 1,850.00 90,350.00 850,000.00 850,000.00
1 B. Metering and 1 1 1 C. Generator Se	pc set Accessories pc pc pc pc t	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker witH interlocks and pilot lamps.         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker witH interlocks and pilot lamps.         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC,	567.00 7,000.00 8,000.00 37,500.00 43,000.00 1,850.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00 <b>90,350.00</b> 850,000.00
1         B. Metering and         1         1         1         C. Generator Se         1         D. Automatic Tr	pc set Accessories pc pc pc pc pc t set	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker witH interlocks and pilot lamps.         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker witH interlocks and pilot lamps.         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige	567.00         7,000.00         8,000.00         37,500.00         43,000.00         1,850.00         850,000.00	567.00 7,000.00 164,567.00 8,000.00 37,500.00 43,000.00 1,850.00 90,350.00 850,000.00 850,000.00
1         B. Metering and         1         1         1         C. Generator Se         1         D. Automatic Tr	pc set Accessories pc pc pc pc pc t set	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker witH interlocks and pilot lamps.         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker witH         Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker witH	567.00         7,000.00         8,000.00         37,500.00         43,000.00         1,850.00         850,000.00	567.00 7,000.00 164,567.00 8,000.00 37,500.00 43,000.00 1,850.00 90,350.00 850,000.00 850,000.00
1         B. Metering and         1         1         1         1         C. Generator Se         1         1         D. Automatic Tr	pc set Accessories pc pc pc pc pc t set	changer, double bushing, 95 KV BIL         Hotline Clamp         Fuse cut-out and arrester assembly         Sub-total         KWHR Meter , 1 phase, 230 V, 3 wire, form 3s         Current Transformer, 400:5 A         Meter Base, 5 jaw, class 200         Copper Conductors         Sub-total         Surface Mounted, NEMA 1, Powder-painted         gauge # 16 steel sheet enclosure, color beige         consisting of: 2 – 300 ampere, 2 pole, 50 KAIC,         230 volts, Molded Case Circuit Breaker witH         interlocks and pilot lamps.         Surface Mounted, NEMA 1, Powder-painted         gauge # 16 steel sheet enclosure, color beige         consisting of: 2 – 300 ampere, 2 pole, 50 KAIC,         230 volts, Molded Case Circuit Breaker witH         interlocks and pilot lamps.         Surface Mounted, NEMA 1, Powder-painted         gauge # 16 steel sheet enclosure, color beige         consisting of: 2 – 300 ampere, 2 pole, 50 KAIC,         230 volts, Molded Case Circuit Breaker witH         interlocks and pilot lamps.         Sub-total	567.00         7,000.00         8,000.00         37,500.00         43,000.00         1,850.00         850,000.00	567.00 7,000.00 <b>164,567.00</b> 8,000.00 37,500.00 43,000.00 1,850.00 <b>90,350.00</b> 850,000.00 850,000.00 230,000.00

4	set	Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of; Main: 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker	15,000.00	60,000.00
		Sub-total		60,000.00
F. Line Hardw	vares			
11	pc	Spool Bolt, Double Upset, 5/8" x 10"	226.00	2,486.00
11	pc	Spool Bolt, Single Upset, 5/8" x 10"	196.00	2,156.00
46	pc	Bolt, Oval Eye, 5/8" x 10"	194.00	8,924.00
90	pc	Clamp, Loop Deadend, # 4/0 ACSR	200.00	18,000.00
52	pc	Clevis, Secondary Swinging w/o Spool	160.00	8,320.00
15	pc	Bolt, Eye Thimble, 5/8" x 10"	274.00	4,110.00
74	pc	Spool insulator, 3", ANSI, Class 53-4	100.00	7,400.00
84	pc	Square Washer, Flat 2-1/4" x 2-1/4", 3/16" – 13/16" Dia. hole	44.00	3,696.00
84	pc	Nut, Lock, MF Type, 5/8"	36.00	3,024.00
300	Ft.	Wire, Guy, Steel, 3/8", 7 strand	60.00	18,000.00
15	15 pc Anchor, Screw Thimble eye, 1" x 8', Dia. 10		2,400.00	36,000.00
76			48.00	3,648.00
25	length	Pole, steel, 25 ft.	18,535.00	463,375.00
34	pc	Nut, Eye, 5/8" Conventional	174.00	5,916.00
28	pc	Clevis, Service Swinging w/o spool	148.00	4,144.00
28	pc	Spool insulator 1 3/4", ANSI, Class 53-2	56.00	1,568.00
24	pc	Electrical Tape, Big	90.00	2,160.00
12	rolls	Rubber Tape	200.00	2,400.00
60	pc	Connector, Compression, UB 214	78.00	4,680.00
14	pc	Connector, Compression, YHO 400	250.00	3,500.00
34	pc	Connector, Compression, YHO 300	190.00	6,460.00
34	pc	Connector, Compression, YHO 250	180.00	6,120.00
30	pc	Guy Dead-end Grip, Preformed, 3/8"	360.00	10,800.00
4	pc	Rod, Ground Copper Clad, 5/8" x 10'	2,225.00	8,900.00
40	set	Secondary Rack, 2Pole, Heavy Duty, with spool insulator	650.00	26,000.00
8	pc	Solderless Connector 2 Bolt, 250 – 500 mcm	1,750.00	14,000.00
	<b>·</b> ·	Sub-total	·	675,787.00
G. Conductors				,
150	meter	175 mm <sup>2</sup> , THWN copper conductor	1,550.00	232,500.00
1000	meter	125 mm <sup>2</sup> , Aluminum, AAC conductor	350.00	350,000.00
130	meter	30 mm <sup>2</sup> , THWN copper conductor	285.00	37,050.00
150	meter	14 mm <sup>2</sup> , THWN copper conductor	150.00	22,500.00
600	meter	8.0 mm <sup>2</sup> , THHN copper conductor	70.00	42,000.00
1000	meter	5.5 mm <sup>2</sup> , THHN copper conductor	50.00	50,000.00
600	meter	3.5 mm2, THHN copper conductor	30.00	18,000.00
		Sub-total		752,050.00
H. Panel Boar	rd 1			,
1	set	Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of; Main: 1 - 160 AT, 2 pole, 50 KAIC, 230 volts, 26 – 20 AT, circuit breaker, 2	57,500.00	57,500.00
		pole, branches Sub-total		57 500 00
I. Panel Board	10	รมง-เงเนเ		57,500.00
<u>1. Ганет Боага</u> 1	set	Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of; Main: 1 - 20 AT, 2 pole, 50 KAIC, 230 volts, 8 – 15 AT, circuit breaker, 2 pole, branches	27,400.00	27,400.00
		Sub-total		27,400.00
		Suo-will		27,700.00

Material Cost	₽	2,907,654.00
Labor cost	₽	581,530.80
Sub-total	₽	3,489,184.80
Total Estimated Direct Cost (EDC)	₽	3,967,516.80
Overhead, Contengencies, Miscellaneous (OCM), 10%	₽	396,751.68
Contractor's Profit, 10%	₽	396,751.68
Value Added Tax (VAT), 5%	₽	238,051.01
Approved Budget for the Contract (ABC)	₽	4,999,071.17

# **Contract Duration: 300 calendar days**

Conforme:

Name of Company in Print

# 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

### Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (d) 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; and

- (e) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; <u>and</u>
- (f) 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.
- (g) Conformity with the Technical Specifications (Scope of Work); and
- (h) Conformity with the Plans/Drawings.

### Financial Documents

- (i) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (j) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

### Class "B" Documents

(k) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;
 <u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

### 25 FINANCIAL COMPONENT ENVELOPE

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

### Other documentary requirements under RA No. 9184

- (m) Original of duly signed Bid Prices in the Bill of Quantities; and
- (n) Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; **and**
- (o) Cash Flow by Quarter.

X. Bidding Forms

# Statement of ongoing government & private contracts

## Rehabilitation of LRP Electrical System and Facilities (Phase 1) Bid Reference No.: <u>BID2022-001</u>

Statement of all its ongoing government and or private contracts including contracts awarded but not yet started, if any whether similar or not similar in nature.

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Nature of Work	Contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation	Total contract value at award	Value of outstanding works

## **CERTIFIED CORRECT:**

Name and Signature of Authorized Representative

Position

Date

# **Statement of Single Largest Completed Contract**

# **Rehabilitation of LRP Electrical System and Facilities (Phase 1)**

Bid Reference No.: **BID2022-001** 

Statement of Single (1) Largest Completed Contract of Similar in nature within the last four (4) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Nature of Work	Contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation	Total contract value at award	Date of completion or estimated completion time

## **CERTIFIED CORRECT:**

Name and Signature of Authorized Representative

Position

Date

### **Rehabilitation of LRP Electrical System and Facilities (Phase 1)**

Bid Reference No.: BID2022-001

# REPUBLIC OF THE PHILIPPINES) CITY OF \_\_\_\_\_\_) S.S.

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

To: Leyte Regional Prison

I/We, the undersigned, declare that:

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

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 \_\_\_\_\_

# **Rehabilitation of LRP Electrical System and Facilities (Phase 1)**

### **Omnibus Sworn Statement**

### 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 **Rehabilitation of LRP Electrical System and Facilities (Phase 1)** of the **Leyte Regional Prison** 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 the **Rehabilitation of LRP Electrical System and Facilities (Phase 1)** of the **Leyte Regional Prison**, 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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the **Rehabilitation of LRP Electrical System and Facilities (Phase 1)**.
- 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.
- 1. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_\_ at \_\_\_\_, Philippines.

Bidder's Representative/Authorized Signatory

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

Witness my hand and seal this <u>day of [month] [year]</u>.

### NAME OF NOTARY PUBLIC

Serial No. of Commission	
Notary Public for	until
Roll of Attorneys No.	
PTR No [date issi	ued], [place issued]
IBP No [date issi	ued], [place issued]

Doc. No. \_\_\_\_\_ Page No. \_\_\_\_\_ Book No. \_\_\_\_\_ Series of \_\_\_\_\_

# **Rehabilitation of LRP Electrical System and Facilities (Phase 1)**

Bid Reference No.: BID2022-001

# **Certificate of Net Financial Contracting Capacity**

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is \_\_\_\_\_(P\_\_\_\_) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows: (Please show computation of NFCC)

### NFCC = (CA-CL) (15) - C

Where:

CA	=	Current Assets
CL	=	Current Liabilities
С	=	value of all outstanding or uncompleted portions of the
		Projects under going contracts, including awarded contracts
		Yet to be started coinciding with the contract for this Project

### NOTE:

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS). (Per GPPB Resolution No. 20-2013, July 13, 2013)

**Latest Annual Tax Return must be attached to the NFCC computation** that was filed thru Electronic Filing and Payment Systems (EFPS) and must be duly validated with the tax payments made thereon for the preceding Tax Year be it on a calendar of fiscal year income per Revenue Regulations 3-2005

Issued this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2021

Name & Signature of Authorized Representative

Position

Date

### Rehabilitation of LRP Electrical System and Facilities (Phase 1) Bid Reference No.: <u>BID2022-001</u> Bid Form

Date: \_\_\_\_\_\_ Invitation to Bid N°: \_\_\_\_\_

To: Bids and Awards Committee Leyte Regional Prison

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract Rehabilitation of LRP Electrical System and Facilities (Phase 1) at Leyte Regional Prison;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid DataSheet, General and Special Conditions of Contract accompanying this Bid; The total price of our Bid, excluding any discounts offered below is:

The discounts offered and the methodology for their application are: [insert information];

₽

- (c) Our Bid shall be valid for a period of 120 calendar days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *30%* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries;
- (f) 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;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) 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
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) 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 Construction of Dialysis Center at New Bilibid Prison of the Bureau of Corrections.

(k) 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:
In the capacity of:
Signed:
Duly authorized to sign the Bid for and on behalf of:
Date:



Republic of the Philippines Department of Justice **Bureau of Corrections LEYTE REGIONAL PRISON** Abuyog, Leyte



# **SCHEDULE OF PRICES** Rehabilitation of LRP Electrical System and Facilities (Phase 1)

Bid Reference No.: BID2022-001

QUANTITY	UNIT	MATERIALS	UNIT COST	TOTAL AMOUNT
COST ESTIMA I. Earthworks V		-		
3	cu.m	Gravel G1 (Gravel Bedding)		
		Material Cost	₽	
		Labor cost	₽	
		Sub-total	₽	
II. Formworks				1
40	pcs	2"x4"x12' Coco Lumber		
40	pcs	2"x3"x12' Coco Lumber		
120	pcs	2"x2"x12' Coco Lumber		
10	sheets	1/2" thk. 4'x8' Phenolic Board		
25	kgs.	4" CWN		
25	kgs.	3" CWN		
25	kgs.	2-1/2" CWN		
25	kgs.	1-1/2" CWN		
5	rolls	Nylon#100		
		Material Cost	₽	
		Labor cost	₽	
		Sub-total	₽	
III. Concrete W	orks :			
90	bags	Portland Cement Type 1		
9	cu.m	3/4" Gravel, crushed		
8	cu.m	Coarse Sand		
		Material Cost	₽	
		Labor cost	₽	
		Sub-total	₽	
IV. Steel Reinfo	orcement :			
55	pcs	12mmØ RSB		
140	pcs	10mmØ RSB		
20	kgs	No. 16 Tie Wire		
10	pcs	Hacksaw Blade		
		Material Cost	₽	
		Labor cost	₽	
		Sub-total	₽	
V. Masonry We	orks :			
690	pcs	4" CHB		
200	pcs	Louver Blocks, 150mm x 300mm		
120	bags	Portland Cement Type 1		
12	cu.m	Washed Sand		
50	pcs	10mm Ø Deformed Bar		

	1 -			
4	kgs	No. 16 Tie Wire		
3	roll	Nylon #100		
		Material Cost	₽	
		Labor cost	₽	
VI Decerte	11 - 42	Sub-total	₽	
VI. Door Insta	llation :			
1		Heavy Duty Pre-painted Metal Flush Door with		
1	sets	Louver, Door Jamb and Heavy Duty locksets and		
		hinges	<del>A</del>	
		Material Cost	₽₽	
		Labor cost Sub-total	₽ ₽	
VII. Waterpro	ofing Work		r	
vii. vvaterpro		4mm thk Torch Applied Waterproofing membrane		
1	lot	with bonding solution		
1	lot	Concrete topping with 1" x 1" welded wire mesh		
1	101	Material Cost	₽	
		Labor cost	₽	
		Sub-total	₽	
VIII. Painting	Works :		1	
17	bags	Skimcoat		
25	sheets	Sanding Paper #80		
25	sheets	Sanding Paper #100		
3	pail	Flat Latex, White		
6	gals	Semi Gloss Latex Paint, Topcoat (Walls & ceiling)		
6	gals	Elastomeric Paint (Exterior Wall)		
3	gals	Rubberized Floor Paint		
5	pcs	Robert Brush, 7", cotton		
4	pes	Roller Brush, 4", cotton		
2	pes	Paint Brush, 4"		
3	pes	Paint Brush, 2"		
5	pes	Material Cost	₽	
		Labor cost	₽	
		Sub-total	₽	
IX. Electrical V	Vorks •		1	
		and Accessories		
		DISTRIBUTION TRANSFORMER, 75 KVA,		
1	рс	13.2 -7.6KV/230V, Single Phase, with tap		
-	P•	changer, double bushing, 95 KV BIL		
1	рс	Hotline Clamp		
1	set	Fuse cut-out and arrester assembly		
		· · · · · · · · · · · · · · · · · · ·	Sub-total	
B. Metering and	d Accessories			
1	pc	KWHR Meter, 1 phase, 230 V, 3 wire, form 3s		
1	pc	Current Transformer, 400:5 A		
1	pc	Meter Base, 5 jaw, class 200		
1	pc	Copper Conductors		
	F-		Sub-total	
C. Generator Se	et			
		Surface Mounted, NEMA 1, Powder-painted		
		gauge # 16 steel sheet enclosure, color beige		
1	set	consisting of: $2 - 300$ ampere, 2 pole, 50 KAIC,		
-		230 volts, Molded Case Circuit Breaker witH		
		interlocks and pilot lamps.		
			Sub-total	
D. Automatic T	ransfer Swite	ch		
	Ť	Surface Mounted, NEMA 1, Powder-painted	1	
2	set	gauge # 16 steel sheet enclosure, color beige		
l .	1			

		consisting of: 2 – 300 ampere, 2 pole, 50 KAIC, 230 volts, Molded Case Circuit Breaker witH		
		interlocks and pilot lamps.		
	•		Sub-total	
Main Discon	nect - Main	Circuit Breaker		
		Surface Mounted, NEMA 1, Powder-painted		
4		gauge # 16 steel sheet enclosure, color beige		
4	set	consisting of; Main: 300 ampere, 2 pole, 50		
		KAIC, 230 volts, Molded Case Circuit Breaker		
		· · ·	Sub-total	
Line Hardwa	ires			
11	pc	Spool Bolt, Double Upset, 5/8" x 10"		
11	pc	Spool Bolt, Single Upset, 5/8" x 10"		
46	pc	Bolt, Oval Eye, 5/8" x 10"		
90	pc	Clamp, Loop Deadend, # 4/0 ACSR		
52	pc	Clevis, Secondary Swinging w/o Spool		
15	pc	Bolt, Eye Thimble, 5/8" x 10"		
74	pc	Spool insulator, 3", ANSI, Class 53-4		
84		Square Washer, Flat 2-1/4" x 2-1/4", 3/16" –		
84	pc	13/16" Dia. hole		
84	pc	Nut, Lock, MF Type, 5/8"		
300	Ft.	Wire, Guy, Steel, 3/8", 7 strand		
15	pc	Anchor, Screw Thimble eye, 1" x 8', Dia. 10		
76	pc	Lag, screw		
25	length	Pole, steel, 25 ft.		
34	pc	Nut, Eye, 5/8" Conventional		
28	pc	Clevis, Service Swinging w/o spool		
28	pc	Spool insulator 1 3/4", ANSI, Class 53-2		
24	pc	Electrical Tape, Big		
12	rolls	Rubber Tape		
60	pc	Connector, Compression, UB 214		
14	pc	Connector, Compression, YHO 400		
34	pc	Connector, Compression, YHO 300		
34	pc	Connector, Compression, YHO 250		
30	pc	Guy Dead-end Grip, Preformed, 3/8"		
4	pc	Rod, Ground Copper Clad, 5/8" x 10'		
10		Secondary Rack, 2Pole, Heavy Duty, with spool		
40	set	insulator		
8	pc	Solderless Connector 2 Bolt, 250 – 500 mcm		
	· •	· · ·	Sub-total	
Conductors				
150	meter	175 mm <sup>2</sup> , THWN copper conductor		
1000	meter	125 mm <sup>2</sup> , Aluminum, AAC conductor		
130	meter	30 mm <sup>2</sup> , THWN copper conductor		
150	meter	14 mm <sup>2</sup> , THWN copper conductor		
600	meter	8.0 mm <sup>2</sup> , THHN copper conductor		
1000	meter	5.5 mm <sup>2</sup> , THHN copper conductor		
600	meter	3.5 mm2, THHN copper conductor		
	•	· · · · · · · · · · · · · · · · · · ·	Sub-total	
Panel Board	1			
		Surface Mounted, NEMA 1, Powder-painted		
		gauge # 16 steel sheet enclosure, color beige		
1	set	consisting of; Main: 1 - 160 AT, 2 pole, 50		
		KAIC, 230 volts, 26 – 20 AT, circuit breaker, 2		
		pole, branches		
		· •	Sub-total	

1	set	Surface Mounted, NEMA 1, Powder-painted gauge # 16 steel sheet enclosure, color beige consisting of; Main: 1 - 20 AT, 2 pole, 50 KAIC, 230 volts, 8 – 15 AT, circuit breaker, 2 pole, branches		
Sub-total				
Material Cost			₽	
		Labor cost	₽	
		Sub-total	₽	

#### TOTAL BID PRICE TOTAL BID PRICE IN WORDS \_\_\_\_\_

**Contract Duration: 300 calendar days** 

[signature]

[in the capacity of]

₽\_\_\_\_\_

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

