

PHILIPPINE BIDDING DOCUMENTS

REPAIR OF LRP MOTORPOOL (rebid)

Government of the Republic of the Philippines

**Sixth Edition
March 2024**

TABLE OF CONTENTS

GLOSSARY OF	4
TERMS, ABBREVIATIONS, AND ACRONYMS	4
SECTION I. INVITATION TO BID	7
SECTION II. INSTRUCTIONS TO BIDDERS	10
1. Scope of Bid	11
2. Funding Information	11
3. Bidding Requirements.....	11
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	11
5. Eligible Bidders	12
6. Origin of Associated Goods	12
7. Subcontracts	12
8. Pre-Bid Conference.....	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents Comprising the Bid: Eligibility and Technical Components.....	13
11. Documents Comprising the Bid: Financial Component	13
12. Alternative Bids	13
13. Bid Prices	14
14. Bid and Payment Currencies	14
15. Bid Security.....	14
16. Sealing and Marking of Bids.....	14
17. Deadline for Submission of Bids.....	14
18. Opening and Preliminary Examination of Bids.....	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post Qualification	15
21. Signing of the Contract	15
SECTION III. BID DATA SHEET	16
SECTION IV. GENERAL CONDITIONS OF CONTRACT.....	19
1. Scope of Contract.....	20
2. Sectional Completion of Works	20
3. Possession of Site.....	20
4. The Contractor's Obligations	20
5. Performance Security.....	21

6.	Site Investigation Reports	21
7.	Warranty.....	21
8.	Liability of the Contractor.....	21
9.	Termination for Other Causes	21
10.	Dayworks.....	22
11.	Program of Work	22
12.	Instructions, Inspections and Audits	22
13.	Advance Payment	22
14.	Progress Payments	22
15.	Operating and Maintenance Manuals	22
SECTION V. SPECIAL CONDITIONS OF CONTRACT		24
SECTION VI. SPECIFICATIONS		26
SECTION VII. DRAWINGS		29
SECTION VIII. BILL OF QUANTITIES		38
SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS.....		43
	Omnibus Sworn Statement.....	51
	Certificate of Net Financial Contracting Capacity	54
	Bid Form.....	55

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



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



Invitation to Bid for Repair of LRP Motorpool (rebid)

1. The **Leyte Regional Prison**, through the **2023 Continuing Funds** intends to apply the sum of **Two Million One Hundred Twenty-Three Thousand Five Hundred Twenty-Two Pesos & 10/100 (₱2,123,522.10)** being the Approved Budget of the Contract (ABC) to payments under the contract for **Repair of LRP Motorpool (rebid)** with Identification Number **BID2024-001**. 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 **Two Hundred Ten (210) 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information 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 **March 14, 2024 8:00am - 5:00pm to April 3, 2024 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**.
6. The **Leyte Regional Prison** will hold a Pre-Bid Conference on **March 22, 2024 - 9:00am** at **LRP – Conference Room, Administration Building, Leyte Regional Prison**, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **April 3, 2024 – 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 **April 3, 2024 – 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: lrpbac@bucor.gov.ph

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

Date of Issue: **March 14, 2024**


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

Section II. Instructions to Bidders

1. **Scope of Bid**

The **Leyte Regional Prison** invite Bids for the **Repair of LRP Motorpool (rebid)**, with identification number **Bid2024-001**.

The **Repair of LRP Motorpool (rebid)** (referred to herein as “Project”) is composed of Works, as described in Section VI (Specifications).

2. **Funding Information**

2.1. The GOP through the source of funding as indicated below for **CY 2024** in the amount of **Two Million One Hundred Twenty-Three Thousand Five Hundred Twenty-Two Pesos & 10/100 (₱2,123,522.10)**.

2.2. The source of funding is **NGA, the General Appropriations Act or Special Appropriations**.

3. **Bidding Requirements**

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that **Subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid 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 **Philippine Pesos**.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until **August 1, 2024**. 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**.

Section III. Bid Data Sheet

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 not allowed											
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	The key personnel must meet the required minimum years of experience set below:											
	<table border="1"> <thead> <tr> <th data-bbox="368 629 635 674">Key Personnel</th> <th data-bbox="635 629 1011 674">General Experience</th> <th data-bbox="1011 629 1410 674">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 674 635 819">Project Manager</td> <td data-bbox="635 674 1011 819">Duly licensed Civil Engineer/Architect with at least 5 years' experience</td> <td data-bbox="1011 674 1410 819">Similar or comparable projects, with knowledge in the application of rapid construction</td> </tr> <tr> <td data-bbox="368 819 635 972">Foreman</td> <td data-bbox="635 819 1011 972">with at least 5 years' experience as Foreman</td> <td data-bbox="1011 819 1410 972">Similar or comparable projects, with knowledge in the application of rapid construction</td> </tr> </tbody> </table>	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		
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										
10.5	The minimum major equipment requirements are the following:											
	<table border="1"> <thead> <tr> <th data-bbox="368 1077 724 1122">Equipment</th> <th data-bbox="724 1077 1134 1122">Capacity</th> <th data-bbox="1134 1077 1410 1122">Number of Units</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1122 724 1155">Service Vehicle</td> <td data-bbox="724 1122 1134 1155">For hauling of materials</td> <td data-bbox="1134 1122 1410 1155">One (1)</td> </tr> <tr> <td data-bbox="368 1155 724 1200">Cement Mixer</td> <td data-bbox="724 1155 1134 1200">1 Bagger</td> <td data-bbox="1134 1155 1410 1200">One (1)</td> </tr> </tbody> </table>	Equipment	Capacity	Number of Units	Service Vehicle	For hauling of materials	One (1)	Cement Mixer	1 Bagger	One (1)		
Equipment	Capacity	Number of Units										
Service Vehicle	For hauling of materials	One (1)										
Cement Mixer	1 Bagger	One (1)										
12.0	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 P42,470.44 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 106,176.10 or five percent (5%) of ABC] if bid security is in Surety Bond.											
19.2	Partial Bids are not allowed											
20	<p>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 the following documentary requirements:</p> <ul style="list-style-type: none"> • Conformity with the <i>Technical Specifications</i> (Scope of Work); and • Conformity with the <i>Plans/Drawings</i>. • Each and every page of the BID DATA SHEETS and SPECIAL CONDITIONS OF THE CONTRACT shall be initialed by the authorized representative of the bidder. • The prospective bidder's <i>Audited Financial Statements</i>, 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.
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as <i>construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Sectional completion is not applicable The Intended Completion Date is Two Hundred Ten (210) calendar days from the date of receipt of the NTP.
4.1	The Procuring Entity 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	A Five (5) year 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.
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 Fifty Thousand Pesos (P50,000.00).
13	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 the insurance commission and confirmed by the Bureau of Corrections.
14	Materials and equipment delivered on the site but not completely put in place shall not 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 completion of the project.
15.2	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.

Section VI. Specifications

SCOPE OF WORKS		
ITEM No.	DESCRIPTION	AMOUNT
1.0	EARTHWORKS	130,100.00
	<i>Scope of Work:</i>	
	<i>1. Clearing and Grubbing of the Proposed site for the project.</i>	
	<i>2. To provide suitable filling materials to level the existing ground. Proper compaction must be observed.</i>	
	<i>3. Excavation works for column footing and wall footing</i>	
	<i>4. To provide gravel bedding for all structure layed against the soil/ground.</i>	
	<i>5. Backfilling and compaction of excavated soil.</i>	
2.0	FORMWORKS	92,015.00
	<i>Scope of Work:</i>	
	<i>1. Fabrication and Installation of forms for column pedestals.</i>	
	<i>2. Installation of shoring and flat forms for erection of steel columns</i>	
3.0	CONCRETE WORKS	322,700.00
	<i>Scope of Work:</i>	
	<i>1. Concreting of all Structural reinforced concrete members (footing, column pedestal, approach beam, wall footing & Slab-On-Grade)</i>	
	<i>2. All column footing & Slab shall be laid in a well compacted soil.</i>	
	<i>3. Minimum concrete cover should be observed & applied to all members.</i>	
	<i>4. Provide 6" CHB Plastered Wall for areas to be elevated from the existing ground to attain leveled ground surface.</i>	
4.0	STEEL REINFORCEMENT	135,030.00
	<i>Scope of Work:</i>	
	<i>1. Fabrication of Steel Reinforcements for all structural members.</i>	
	<i>2. Observed correct/appropriate bar splicing for each steel reinforcement installation.</i>	

Contract Duration: 210 calendar days

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

SCOPE OF WORKS		
ITEM No.	DESCRIPTION	AMOUNT
5.0	MASONRY WORKS	241,759.00
	<i>Scope of Work:</i>	
	<i>1. Installation of 6" CHB for Concrete Parapet Wall at the Back of each parking space.</i>	
	<i>2. Plastering of Installed CHB Wall and Structural Surfaces.</i>	
	<i>3. Provide 6" CHB Plastered Wall for areas to be elevated from the existing ground to attain leveled ground surface.</i>	
6.0	ROOFING, TRUSSES & OTHER STEEL WORKS	655,490.50
	<i>1. Installation of schedule 40, 4" diameter G.I. Pipe for Columns</i>	
	<i>2. Installation of 6" C-Channel Steel Rafter.</i>	
	<i>3. Provide Strut lateral support for columns. See Strut details.</i>	
	<i>4. Installation of 0.5mm thick Corrugated G.I. Sheet Framed with 2"x4"x1.5mm C-Purlins</i>	
	<i>5. Installation of Roofing Accessories.</i>	
7.0	PAINTING WORKS	70,014.00
	<i>1. Painting of all exposed masonry surfaces.</i>	
	<i>2. To provide black-yellow zebra paint for Concrete Pedestal & Concrete Zocallo.</i>	
	<i>3. Painting of all Steel Frames with Epoxy Paint Primer, with Enamel Black paint for Top Coat.</i>	
	<i>4. Paint of Corrugated G.I. Sheet with Red Oxide with Chocolate Brown Roofguard Topcoat.</i>	
	<i>5. Provide black-yellow zebra paint for Steel Columns.</i>	
8.0	ELECTRICAL WORKS	38,226.50
	<i>1. Installation of Flexible Hose and Wirings for Lighting & Outlets</i>	
	<i>2. To use outdoor unit Convenience Outlets with Cover</i>	
	ESTIMATED DIRECT COST (EDC)	1,685,335.00
	Overhead, Contingencies, Miscellaneous (OCM), 10%	168,533.50
	Contractor's Profit (CP), 10%	168,533.50
	Value Added Tax (VAT), 5%	101,120.10
	APPROVED BUDGET FOR THE CONTRACT (ABC)	2,123,522.10

Contract Duration: 210 calendar days

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

Section VII. Drawings

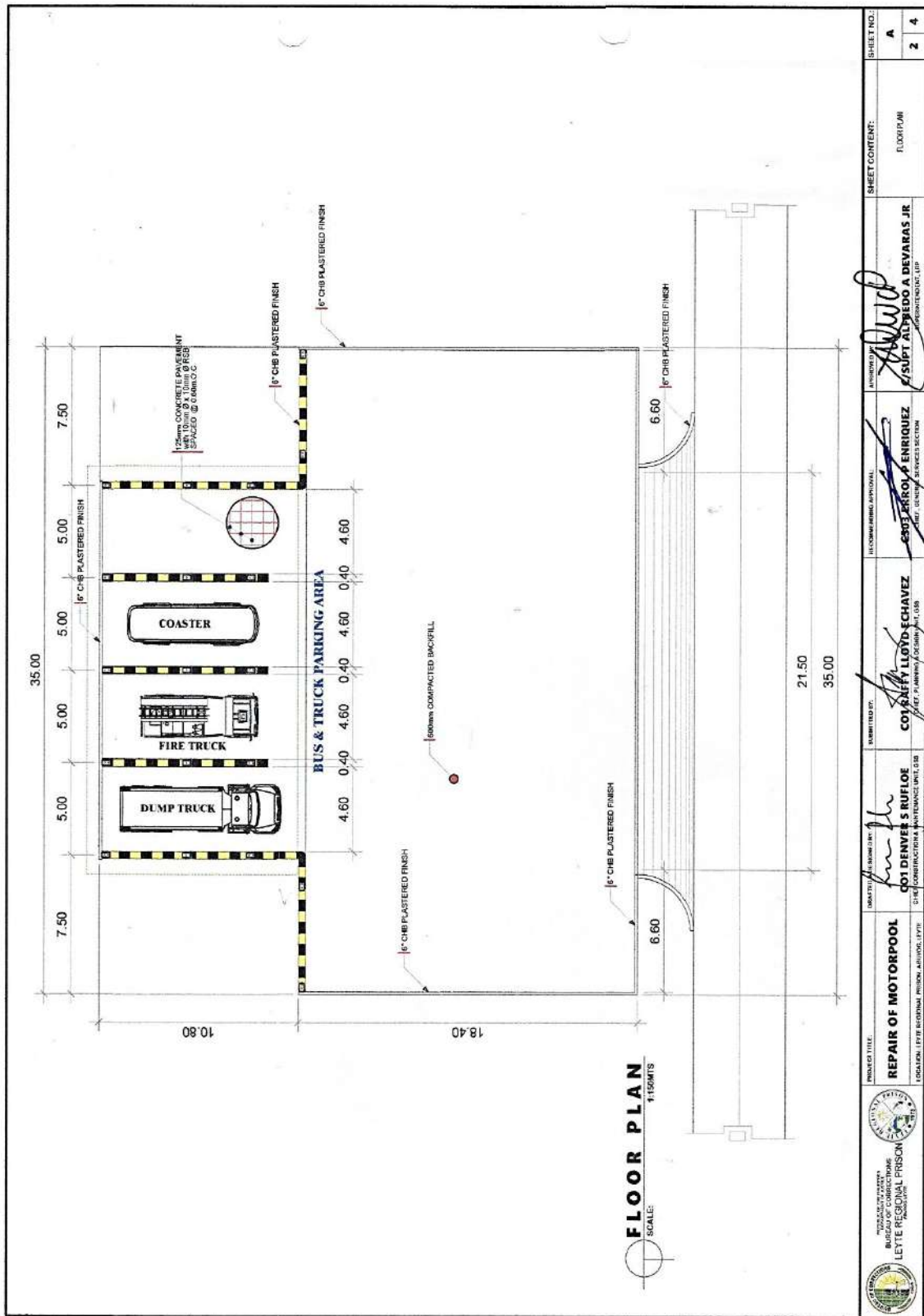
 DEPARTMENT OF CORRECTIONS PUERTO RICO OFICINA REGIONAL PRISON CAYE PEQUEÑA	PROJECT TITLE: REPAIR OF MOTORPOOL <small>LOCATION: 1875 ARRIAS AVENUE, SAN JUAN, PUERTO RICO</small>	QUANTIFICATION: COT DENVER S RUFLOE <small>QUANTIFICATION & ATTACHMENT UNIT: GDS</small>	BILLMETER: COT RAYLY LLOYD ECHAVEZ <small>QUANTIFICATION & ATTACHMENT UNIT: GDS</small>	RECOMMENDED APPROVAL: CS03 ERICOL P ENRIQUEZ <small>QUANTIFICATION & ATTACHMENT UNIT: GDS</small>	APPROVAL: F/SUPT ALFREDO A DEVARAS JR <small>QUANTIFICATION & ATTACHMENT UNIT: LUP</small>	SHEET NO.: A 1 4
	SHEET CONTENT: POSITIVE					

Contract Duration: 210 calendar days

Conforme:

_____ Name of Company in Print

_____ Signature over Printed Name of Authorized Representative

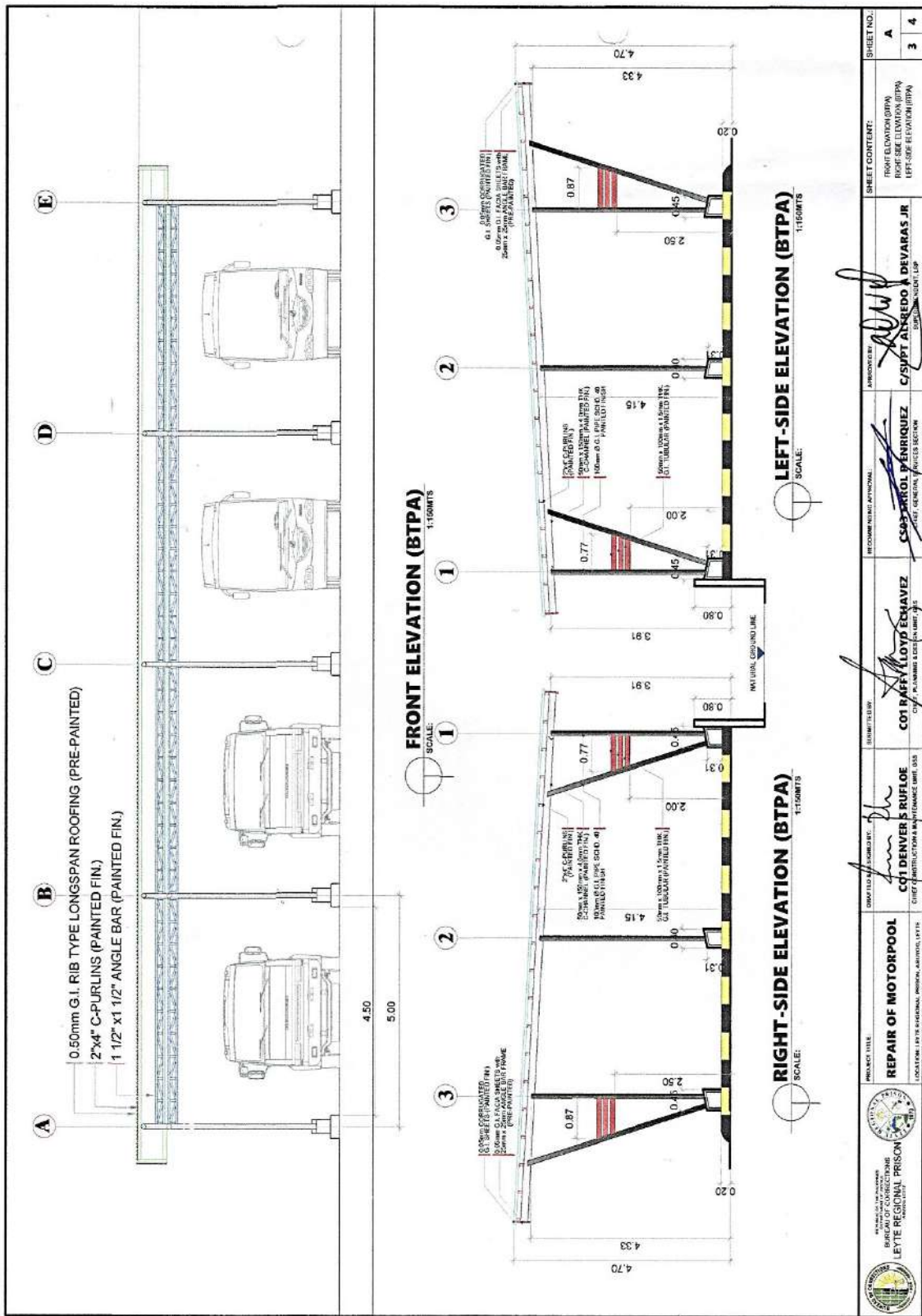


Contract Duration: 210 calendar days

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

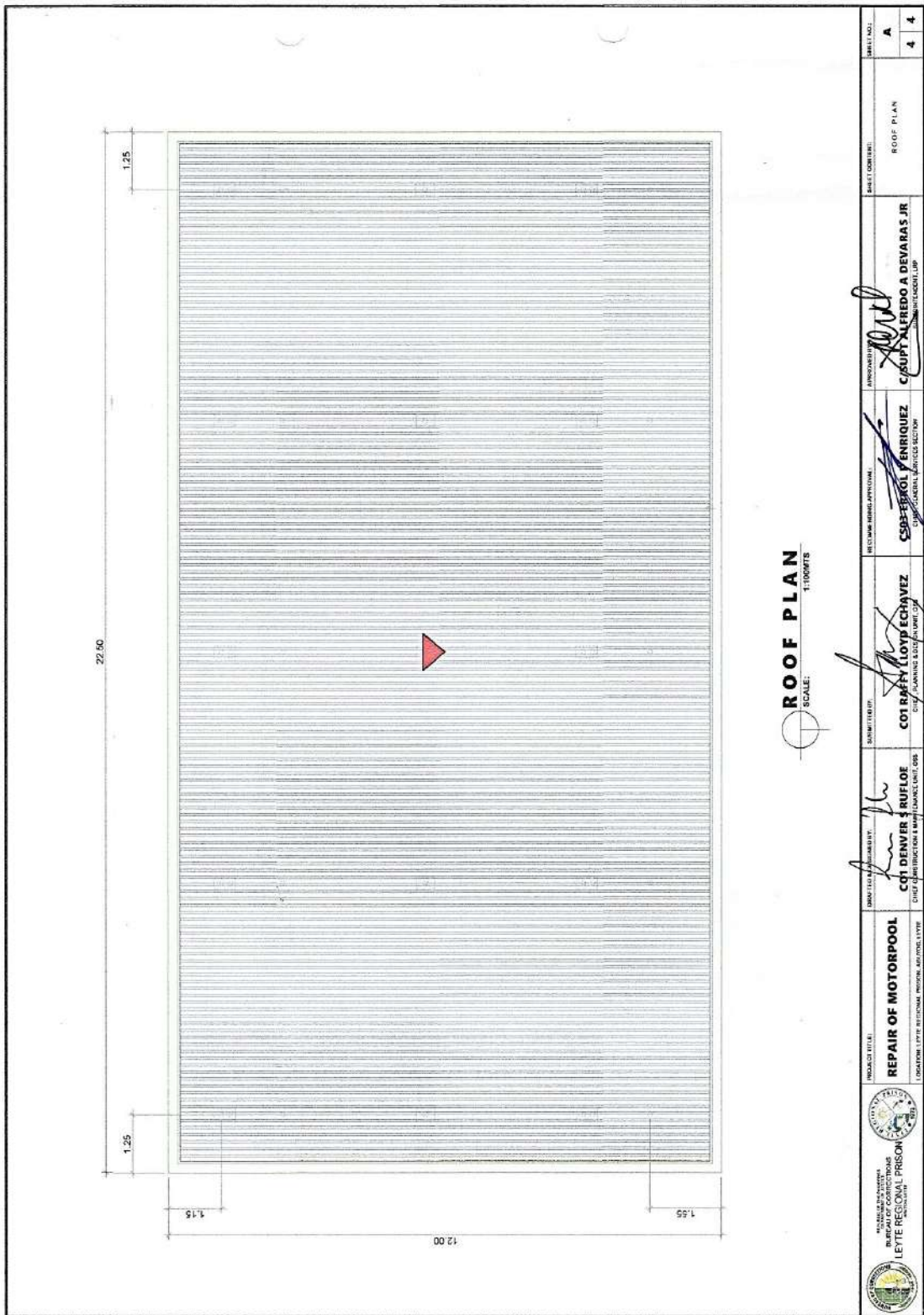


Contract Duration: 210 calendar days

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

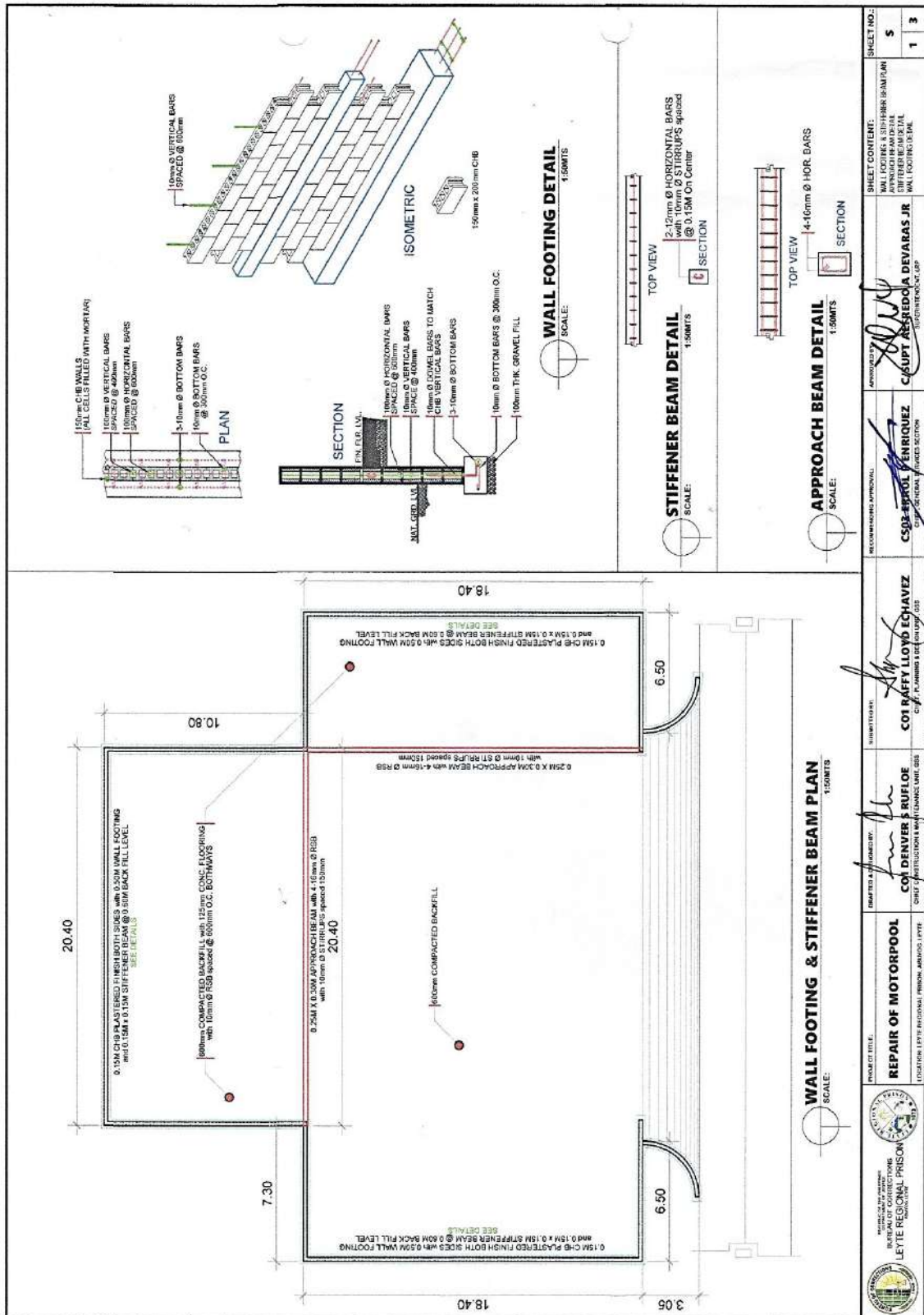


Contract Duration: 210 calendar days

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

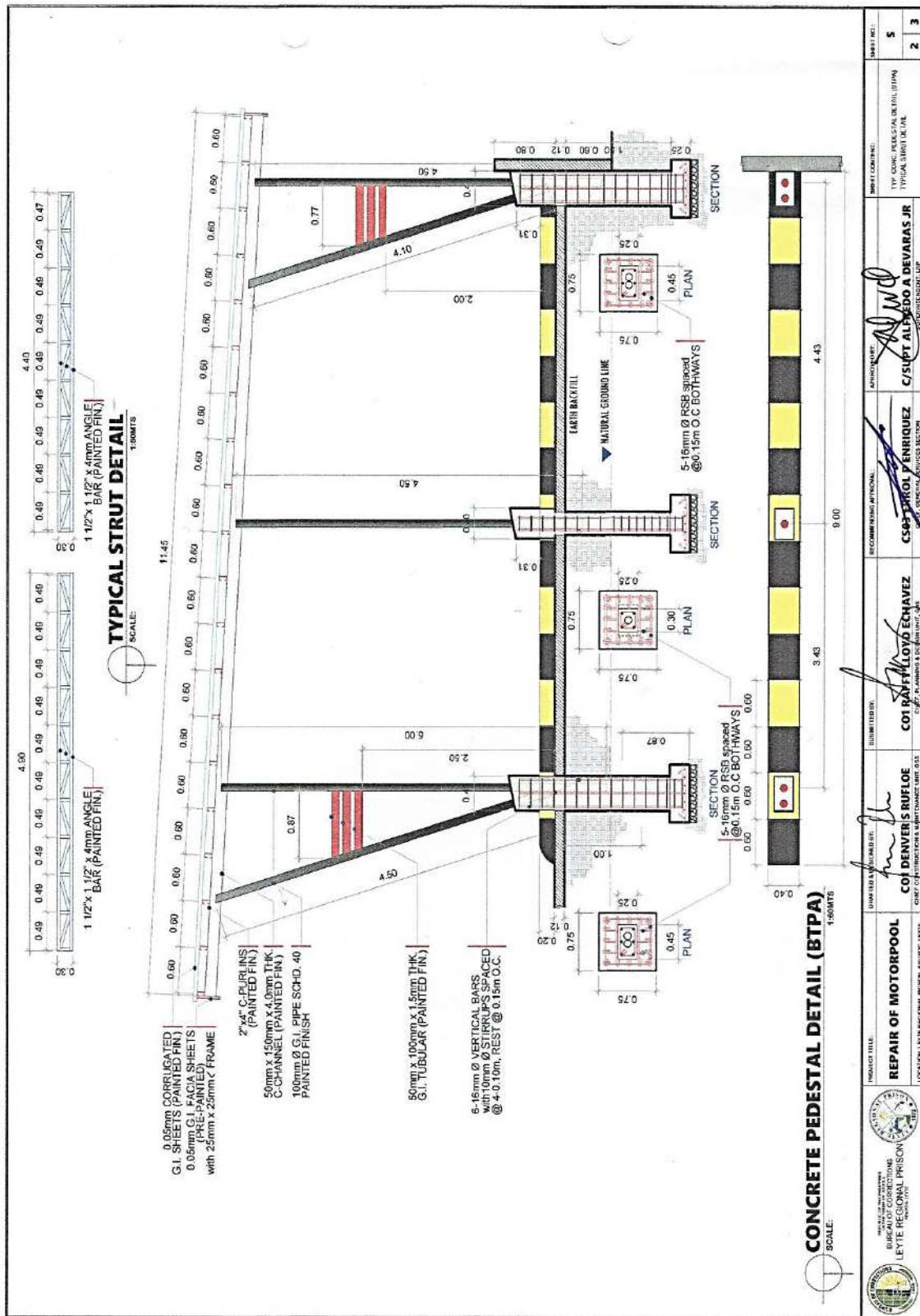


Contract Duration: 210 calendar days

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

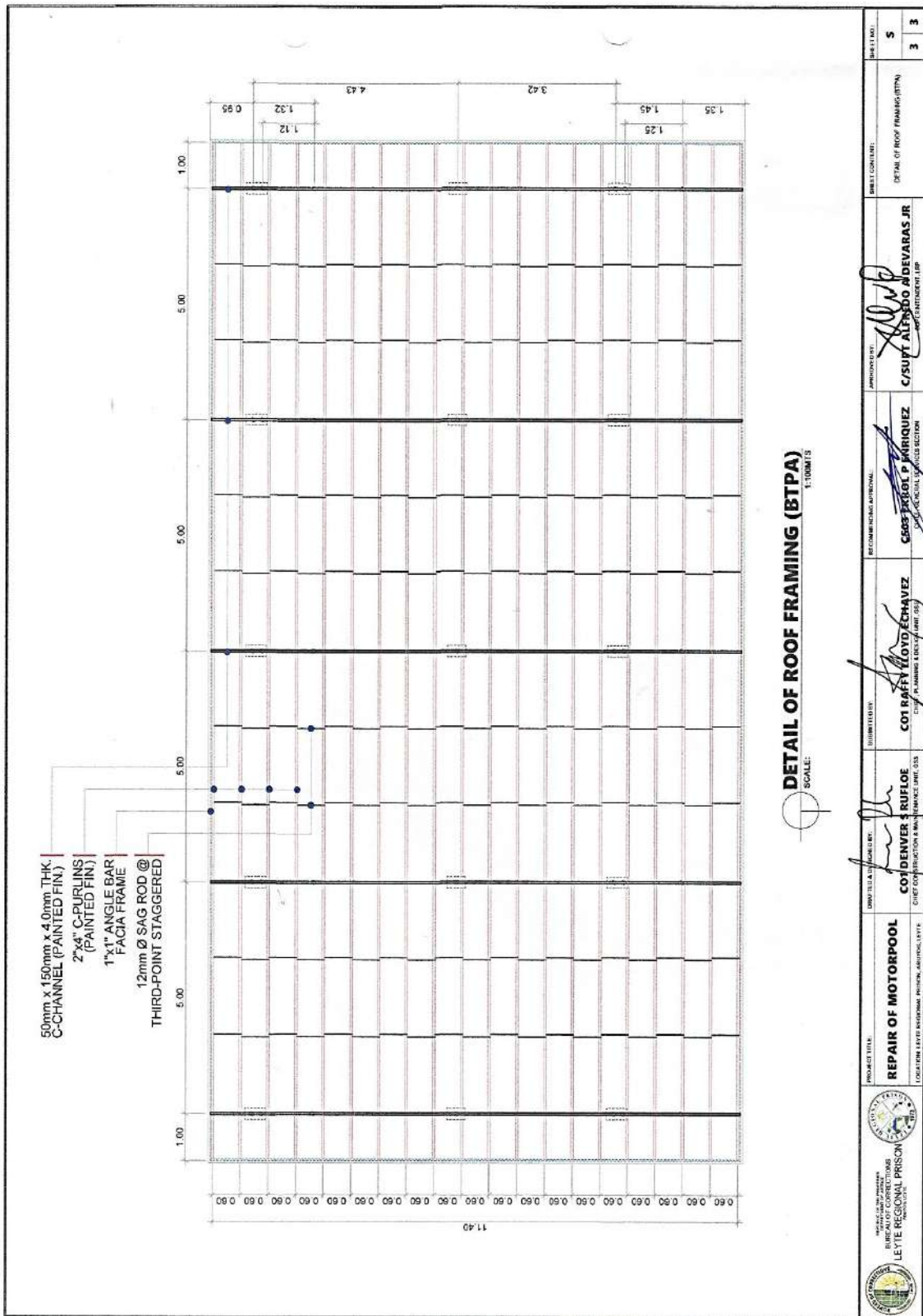


Contract Duration: 210 calendar days

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

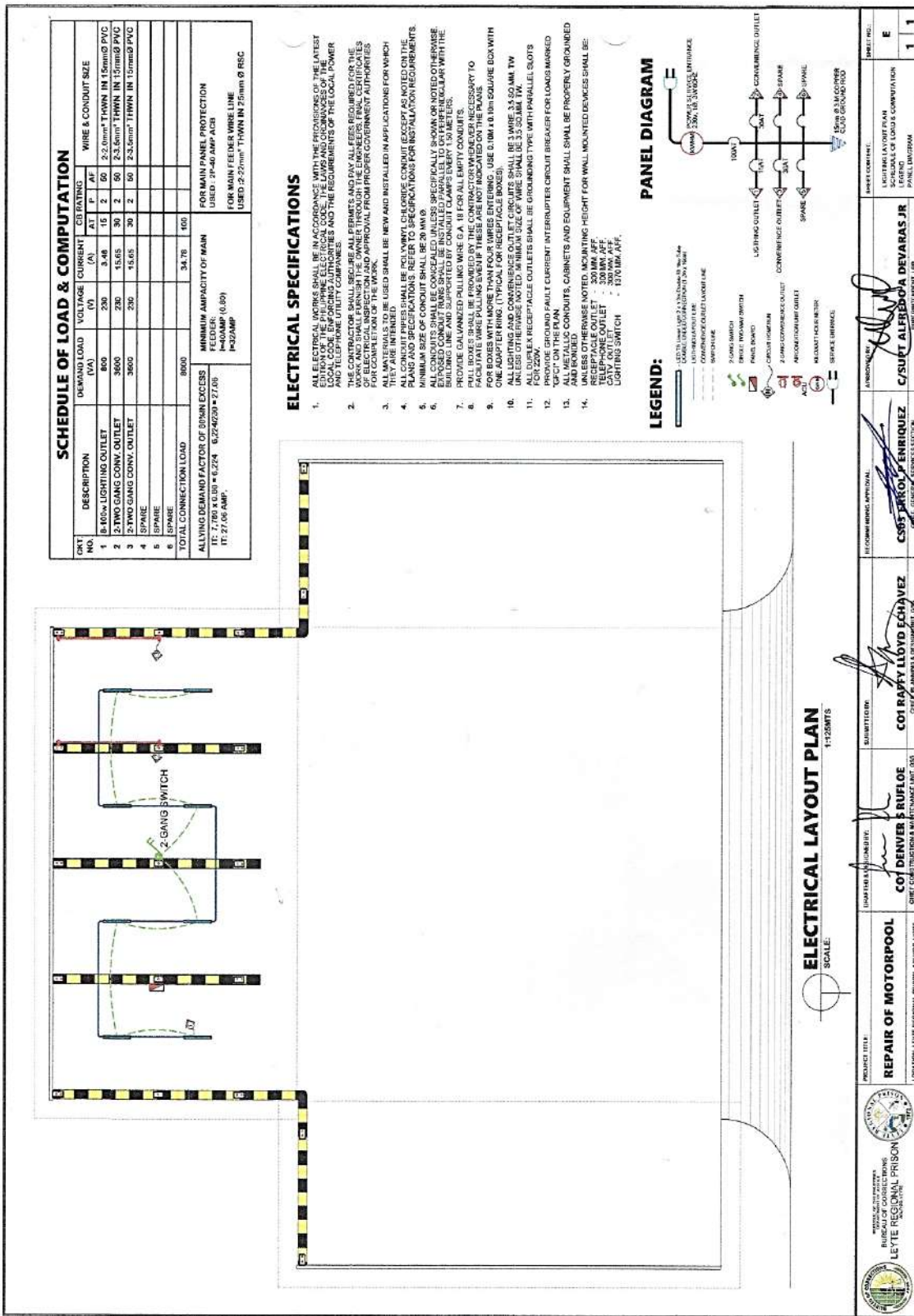


Contract Duration: 210 calendar days

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

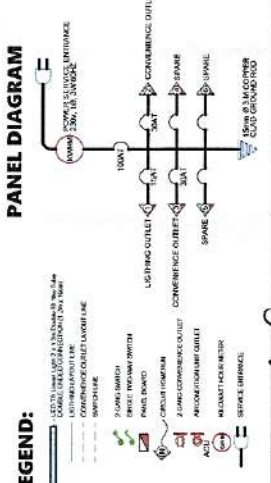


SCHEDULE OF LOAD & COMPUTATION

CMT NO.	DESCRIPTION	DEMAND LOAD (VA)	VOLTAGE (V)	CURRENT (A)			CB RATINGS	WIRE & CONDUIT SIZE
				P	F	AF		
1	1B 100V LIGHTING OUTLET	800	200	3.48	16	2	00	2-2.0mm ² THWN IN 15mm ² PVC
2	2 TWO GANG CONV. OUTLET	3600	200	45.65	30	2	00	2-3.6mm ² THWN IN 15mm ² PVC
3	2 TWO GANG CONV. OUTLET	3600	200	45.65	30	2	00	2-3.6mm ² THWN IN 15mm ² PVC
4	SPARE							
5	SPARE							
6	SPARE							
TOTAL CONNECTION LOAD		8000		34.76	100			

FOR MAIN PANEL PROTECTION
USED: 27-40 AMP ACB
FOR MAIN FEEDER WIRE LINE
USED: 2-22mm² THWN IN 25mm² RSC

- ### ELECTRICAL SPECIFICATIONS
- ALL ELECTRICAL WORKS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL ELECTRICAL SAFETY CODE, LOCAL CODES, EMPLOYING AUTHORITIES AND THE REQUIREMENTS OF THE LOCAL POWER AND TELEPHONE UTILITY COMPANIES.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE WORK AND SHALL MAINTAIN THE SAME THROUGHOUT THE WORKERS' FINAL CERTIFICATE OF ELECTRICAL INSPECTION AND APPROVAL FROM PROPER GOVERNMENT AUTHORITIES.
 - ALL MATERIALS TO BE USED SHALL BE NEW AND INSTALLED IN APPLICATIONS FOR WHICH THEY ARE INTENDED.
 - ALL MATERIALS SHALL BE FOR NEW INSTALLATIONS UNLESS OTHERWISE NOTED ON THE PLANS AND SPECIFICATIONS REFER TO SPECIFICATION FOR INSTALLATION REQUIREMENTS.
 - MINIMUM SIZE OF CONDUIT SHALL BE 20 MM Ø.
 - ALL CONDUITS SHALL BE CONCEALED UNLESS SPECIFICALLY SHOWN OR NOTED OTHERWISE ON THE PLANS AND SPECIFICATIONS. CONDUITS SHALL BE SUPPORTED BY CLAMPS AT THE BUILDING LINE AND SUPPORTED BY CONDUIT CLAMPS EVERY 1.50 METERS.
 - PROVIDE GALVANIZED PULLING WIRE G.A. 18 FOR ALL EMPTY CONDUITS.
 - PULL BOXES SHALL BE PROVIDED BY THE CONTRACTOR WHENEVER NECESSARY TO FACILITATE THE INSTALLATION OF CONDUITS.
 - ONE ADAPTER RING (TYPICAL FOR RECEPTACLE BOXES).
 - ALL LIGHTING AND COMMENCEMENT OUTLET CIRCUITS SHALL BE 3 WIRE 3.5 SO MM. TW FOR BOXES WITH MORE THAN FOUR WIRES ENTERING. USE 0.104 18 UNBraid BOX WITH ADAPTER RING (TYPICAL FOR RECEPTACLE BOXES).
 - ALL DUPLEX RECEPTACLE OUTLETS SHALL BE GROUNDING TYPE WITH PARALLEL SLOTS FOR 220V.
 - PROVIDE A FAULT CURRENT INTERRUPTER CIRCUIT BREAKER FOR LOADS MARKED "FCB" ON THE PLAN.
 - ALL METALLIC CONDUITS, CABINETS AND EQUIPMENT SHALL BE PROPERLY GROUNDING AND BONDED.
 - CONDUITS SHALL BE NOTED, MOUNTING HEIGHT FOR WALL MOUNTED DEVICES SHALL BE: RECEPTACLE OUTLET : 300 MM AFF. LIGHTING SWITCH : 1570 MM AFF.



- ### LEGEND:
- 1. 20 AMP SWITCH
 - 2. PANEL PROTECTIVE SWITCH
 - 3. PANEL BOARD
 - 4. CIRCUIT TERMINAL
 - 5. 2 GANG COMMENCEMENT OUTLET
 - 6. 100 AMP MAIN BREAKER
 - 7. SERVICE ENTRANCE

ELECTRICAL LAYOUT PLAN
SCALE: 1:125MMS

REPAIR OF MOTORPOOL <small>CONTRACT NO. 1178/2017</small>	COI DENVER S RUILOE <small>CITY OF DENVER</small>	COI RAFFY LLOYD ECHAVEZ <small>CITY OF DENVER</small>	COI SUZUKI Y ENRIQUEZ <small>CITY OF DENVER</small>	C/SUPT ALBERTO A DEVARAS JR <small>SUPV. ELECTRICAL DIV.</small>
LETTE REGIONAL PRISON <small>REGIONAL PRISON</small>	REVISIONS	APPROVED BY:	APPROVED BY:	APPROVED BY:
LETTE REGIONAL PRISON <small>REGIONAL PRISON</small>	DATE:	DATE:	DATE:	DATE:

Contract Duration: 210 calendar days

Conforme: _____
Name of Company in Print

Signature over Printed Name of Authorized Representative

Section VIII. Bill of Quantities



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



Project: **REPAIR OF LRP MOTORPOOL (rebid)**

BILL OF MATERIALS

QUANTITY	UNIT	MATERIALS	UNIT COST	TOTAL AMOUNT
----------	------	-----------	-----------	--------------

I. Earthworks Works :

150	cu.m	Earthfill (Ready Mix Material)	450.00	67,500.00
30	cu.m	Gravel G1 (Gravel Bedding)	1,000.00	30,000.00
Material Cost			₱	97,500.00
45	cu.m	Excavation	280.00	12,600.00
1.00	lot	Gravel Bedding	10,000.00	10,000.00
1.00	lot	Backfilling and Compaction	10,000.00	10,000.00
Labor/Equipment Cost			₱	32,600.00
Sub-total (Mat'l, Labor & Equipment Cost)			₱	130,100.00

II. Formworks :

7	pcs	Ordinary Plywood, Local Made, 1/2"	800.00	5,600.00
200	pcs	Coco Lumber, 2" x 2" x 12'	120.00	24,000.00
70	pcs	Coco Lumber, 2" x 3" x 12'	180.00	12,600.00
70	pcs	Coco Lumber, 2" x 4" x 12'	240.00	16,800.00
25	kgs	CWN #4	85.00	2,125.00
25	kgs	CWN #3	85.00	2,125.00
15	kgs	CWN # 2 1/2	90.00	1,350.00
10	kgs	CWN # 1 1/2	90.00	900.00
5	pcs	Nylon #100	45.00	225.00
Material Cost			₱	65,725.00
Labor Cost			₱	26,290.00
Sub-total (Mat'l & Labor Cost)			₱	92,015.00

III. Concrete Works :

475	bags	Portland Cement Type 1	280.00	133,000.00
50	cu.m	3/4" Gravel, crushed	1,250.00	62,500.00
35	cu.m	Coarse Sand	1,000.00	35,000.00
Material Cost			₱	230,500.00
Labor Cost			₱	92,200.00
Sub-total (Mat'l, Labor & Equipment Cost)			₱	322,700.00

Contract Duration: 210 calendar days

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

IV. Steel Reinforcement :

75	pcs	16mmØ RSB	440.00	33,000.00
360	pcs	10mmØ RSB	165.00	59,400.00
40	kgs	No. 16 Tie Wire	90.00	3,600.00
5	pcs	Hacksaw Blade	90.00	450.00
Material Cost			₱	96,450.00
Labor Cost			₱	38,580.00
Sub-total (Mat'l, Labor & Equipment Cost)			₱	135,030.00

V. Masonry Works :

2,040	pcs	6" CHB, standard	22.00	44,880.00
320	bags	Portland Cement	280.00	89,600.00
18	cu.m	Fine Sand	1,000.00	18,000.00
110	pcs	10mm Ø Deformed Bar	165.00	18,150.00
12	kgs	No. 16 Tie Wire	90.00	1,080.00
5	roll	Nylon #100	45.00	225.00
8	roll	Nylon #30	45.00	360.00
3	mtrs	Wire Mesh (Sand Screen)	130.00	390.00
Material Cost			₱	172,685.00
Labor Cost			₱	69,074.00
Sub-total (Mat'l & Labor Cost)			₱	241,759.00

VI. Roofing, Trusses & Other Steel Works:

25	pcs	4" G.I. Pipe, Sched 40.	8,800.00	220,000.00
10	pcs	C-Channel, 50x150x4.0mm	2,500.00	25,000.00
5	pcs	Tubular Bar, 50x100x1.5mm	1,400.00	7,000.00
27	pcs	1 1/2" x 1 1/2" x 4mm Angle Bar	900.00	24,300.00
80	pcs	2"x4"x1.5mm C-Purlins	800.00	64,000.00
16	pcs	Sag Rod, 12mm x 6m plain bar	260.00	4,160.00
25	pcs	1" x 1" x 4mm Angle Bar	550.00	13,750.00
12	pcs	1" x 4mm Flat Bar	350.00	4,200.00
32	pcs	Pre-painted Fascia Cover, 0.5mm x 2.4m	400.00	12,800.00
96	pcs	Corr. G.I. Sheet, 0.5mm x 12'	820.00	78,720.00
32	pcs	Corr. G.I. Sheet, 0.5mm x 10'	630.00	20,160.00
2,400	pcs	Tex Screw, 2 1/2"	3.50	8,400.00
4	box	Blind Rivets, 1" x 5/32"	550.00	2,200.00
4	pcs	Vulcaseal	640.00	2,560.00
5	pcs	Hacksaw Blade	90.00	450.00
20	pcs	Welding Rod	160.00	3,200.00
5	pcs	Cutting Disc, 14" (for metal)	390.00	1,950.00
Material Cost			₱	492,850.00
Labor Cost			₱	162,640.50
Sub-total (Mat'l, Labor & Equipment Cost)			₱	655,490.50

Contract Duration: 210 calendar days

Conforme:

 Name of Company in Print

 Signature over Printed Name of Authorized Representative

VII. Painting Works :

3	gals	Epoxy Primer w/ Catalyst	1,000.00	3,000.00
2	gals	Epoxy Paint Reducer	650.00	1,300.00
3	gals	Enamel Paint, Black	800.00	2,400.00
1	gals	Enamel Paint, Yellow	800.00	800.00
10	sheets	Sanding Paper, #100	50.00	500.00
1	pcs	Roller Brush, 7"	140.00	140.00
2	pcs	Paint Brush, 2 1/2"	75.00	150.00
2	pcs	Paint Brush, 4"	110.00	220.00
18	gals	Red Oxide	700.00	12,600.00
15	gals	Lacquer Thinner	600.00	9,000.00
20	gals	Roof Guard, Chocolate Brown	800.00	16,000.00
2	gals	Flat Latex Paint, White	750.00	1,500.00
2	gals	Semi-Gloss Latex Paint, Black	800.00	1,600.00
1	gals	Semi-Gloss Latex Paint, Yellow	800.00	800.00
Material Cost			₱	50,010.00
Labor Cost			₱	20,004.00
Sub-total (Mat'l & Labor Cost)			₱	70,014.00

VIII. Electrical Works:

120	mtrs	Flexible Hose, 1/2"	30.00	3,600.00
30	pcs	Flexible Hose Connector with Clip	13.00	390.00
1	pcs	3/4" PVC long elbow 90°	55.00	55.00
1	pc	3/4" Conduit Pipe	150.00	150.00
1	pc	Entrance Cap 3/4" dia.	120.00	120.00
20	pcs	Junction Box w/ cover and screw, 4" x 4"	65.00	1,300.00
5	pcs	Utility Box deep type, 2" x 4"	60.00	300.00
1	box	2.0 sq. mm. THHN Stranded wire @150m/box	4,000.00	4,000.00
1	box	3.5 sq. mm. THHN Stranded wire @150m/box	5,000.00	5,000.00
2	set	2-Gang Switch	345.00	690.00
2	pcs	2-Gang Convenience Outlet, Outdoor Type	450.00	900.00
8	pcs	LED T8 Linear Light Box Type 2x18Watts (1.2m) with Housing	1,000.00	8,000.00
1	set	6 Holes Panel board, Plug - In, 2 wire + ground 1 - 100AT 2P MCCB 2 - 30AT, 2P MCCB 1 - 15AT, 2P MCCB	4,500.00	4,500.00
5	rolls	Electrical Tape (Big)	80.00	400.00
Material Cost			₱	29,405.00
Labor Cost			₱	8,821.50
Sub-total (Mat'l & Labor Cost)			₱	38,226.50

Contract Duration: 210 calendar days

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

ESTIMATED DIRECT COST (EDC)	₱	1,685,335.00
Overhead, Contingencies, Miscellaneous (OCM), 10%	₱	168,533.50
Contractor's Profit (CP), 10%	₱	168,533.50
Value Added Tax (VAT), 5%	₱	101,120.10
APPROVED BUDGET FOR THE CONTRACT (ABC)	₱	2,123,522.10

Contract Duration: 210 calendar days

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

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) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- (f) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

X. Bidding Forms

COMPANY LETTERHEAD

Statement of ongoing government & private contracts

Repair of LRP Motorpool (rebid)

Bid Reference No.: **BID2024-001**

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	Date of completion or estimated completion time	Value of outstanding works

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Statement of Single Largest Completed Contract

Repair of LRP Motorpool (rebid)

Bid Reference No.: **BID2024-001**

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

COMPANY LETTERHEAD

Repair of LRP Motorpool (rebid)

Bid Reference No.: **BID2024-001**

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

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 _____

COMPANY LETTERHEAD

Repair of LRP Motorpool (rebid)

Bid Reference No.: **BID2024-001**

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 **Repair of LRP Motorpool (rebid)** 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 **Repair of LRP Motorpool (rebid)** 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 **Repair of LRP Motorpool (rebid)**.
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 ___ 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 _____

COMPANY LETTERHEAD

Repair of LRP Motorpool (rebid)

Bid Reference No.: **BID2024-001**

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)

$$\text{NFCC} = (\text{CA} - \text{CL}) (15) - \text{C}$$

Where:

- CA = Current Assets
- CL = Current Liabilities
- C = 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 _____ 2024.

Name & Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Repair of LRP Motorpool (rebid)

Bid Reference No.: **BID2024-001**

Bid Form

Date: _____
Invitation to Bid N^o: _____

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 **Repair of LRP Motorpool (rebid) 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
Repair of LRP Motorpool (rebid)
Bid Reference No.: **BID2024-001**

QUANTITY	UNIT	MATERIALS	UNIT COST	TOTAL AMOUNT
----------	------	-----------	-----------	--------------

I. Earthworks Works :

150	cu.m	Earthfill (Ready Mix Material)		
30	cu.m	Gravel G1 (Gravel Bedding)		
Material Cost				₱
45	cu.m	Excavation		
1.00	lot	Gravel Bedding		
1.00	lot	Backfilling and Compaction		
Labor/Equipment Cost				₱
Sub-total (Mat'l, Labor & Equipment Cost)				₱

II. Formworks :

7	pcs	Ordinary Plywood, Local Made, 1/2"		
200	pcs	Coco Lumber, 2" x 2" x 12'		
70	pcs	Coco Lumber, 2" x 3" x 12'		
70	pcs	Coco Lumber, 2" x 4" x 12'		
25	kgs	CWN #4		
25	kgs	CWN #3		
15	kgs	CWN # 2 1/2		
10	kgs	CWN # 1 1/2		
5	pcs	Nylon #100		
Material Cost				₱
Labor Cost				₱
Sub-total (Mat'l & Labor Cost)				₱

III. Concrete Works :

475	bags	Portland Cement Type 1		
50	cu.m	3/4" Gravel, crushed		
35	cu.m	Coarse Sand		
Material Cost				₱
Labor Cost				₱
Sub-total (Mat'l, Labor & Equipment Cost)				₱

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

QUANTITY	UNIT	MATERIALS	UNIT COST	TOTAL AMOUNT
----------	------	-----------	-----------	--------------

IV. Steel Reinforcement :

75	pcs	16mmØ RSB		
360	pcs	10mmØ RSB		
40	kgs	No. 16 Tie Wire		
5	pcs	Hacksaw Blade		

Material Cost ₱

Labor Cost ₱

Sub-total (Mat'l, Labor & Equipment Cost) ₱

V. Masonry Works :

2,040	pcs	6" CHB, standard		
320	bags	Portland Cement		
18	cu.m	Fine Sand		
110	pcs	10mm Ø Deformed Bar		
12	kgs	No. 16 Tie Wire		
5	roll	Nylon #100		
8	roll	Nylon #30		
3	mtrs	Wire Mesh (Sand Screen)		

Material Cost ₱

Labor Cost ₱

Sub-total (Mat'l & Labor Cost) ₱

VI. Roofing, Trusses & Other Steel Works:

25	pcs	4" G.I. Pipe, Sched 40.		
10	pcs	C-Channel, 50x150x4.0mm		
5	pcs	Tubular Bar, 50x100x1.5mm		
27	pcs	1 1/2" x 1 1/2" x 4mm Angle Bar		
80	pcs	2"x4"x1.5mm C-Purlins		
16	pcs	Sag Rod, 12mm x 6m plain bar		
25	pcs	1" x 1" x 4mm Angle Bar		
12	pcs	1" x 4mm Flat Bar		
32	pcs	Pre-painted Fascia Cover, 0.5mm x 2.4m		
96	pcs	Corr. G.I. Sheet, 0.5mm x 12'		
32	pcs	Corr. G.I. Sheet, 0.5mm x 10'		
2,400	pcs	Tex Screw, 2 1/2"		
4	box	Blind Rivets, 1" x 5/32"		
4	pcs	Vulcaseal		
5	pcs	Hacksaw Blade		
20	pcs	Welding Rod		
5	pcs	Cutting Disc, 14" (for metal)		

Material Cost ₱

Labor Cost ₱

Sub-total (Mat'l, Labor & Equipment Cost) ₱

Conforme:

Name of Company in Print

Signature over Printed Name of Authorized Representative

QUANTITY	UNIT	MATERIALS	UNIT COST	TOTAL AMOUNT
----------	------	-----------	-----------	--------------

VII. Painting Works :

3	gals	Epoxy Primer w/ Catalyst		
2	gals	Epoxy Paint Reducer		
3	gals	Enamel Paint, Black		
1	gals	Enamel Paint, Yellow		
10	sheets	Sanding Paper, #100		
1	pcs	Roller Brush, 7"		
2	pcs	Paint Brush, 2 1/2"		
2	pcs	Paint Brush, 4"		
18	gals	Red Oxide		
15	gals	Lacquer Thinner		
20	gals	Roof Guard, Chocolate Brown		
2	gals	Flat Latex Paint, White		
2	gals	Semi-Gloss Latex Paint, Black		
1	gals	Semi-Gloss Latex Paint, Yellow		

Material Cost ₱
 Labor Cost ₱
Sub-total (Mat'l & Labor Cost) ₱

VIII. Electrical Works:

120	mtrs	Flexible Hose, 1/2"		
30	pcs	Flexible Hose Connector with Clip		
1	pcs	3/4" PVC long elbow 90°		
1	pc	3/4" Conduit Pipe		
1	pc	Entrance Cap 3/4" dia.		
20	pcs	Junction Box w/ cover and screw, 4" x 4"		
5	pcs	Utility Box deep type, 2" x 4"		
1	box	2.0 sq. mm. THHN Stranded wire @150m/box		
1	box	3.5 sq. mm. THHN Stranded wire @150m/box		
2	set	2-Gang Switch		
2	pcs	2-Gang Convenience Outlet, Outdoor Type		
8	pcs	LED T8 Linear Light Box Type 2x18Watts (1.2m) with Housing		
1	set	6 Holes Panel board, Plug - In, 2 wire + ground 1 - 100AT 2P MCCB 2 - 30AT, 2P MCCB 1 - 15AT, 2P MCCB		
5	rolls	Electrical Tape (Big)		

Material Cost ₱
 Labor Cost ₱
Sub-total (Mat'l & Labor Cost) ₱

TOTAL BID PRICE ₱ _____

TOTAL BID PRICE IN WORDS _____

Republic of the Philippines



Government Procurement Policy Board