



Republic of the Philippines  
Department of Health  
**BAGUIO GENERAL HOSPITAL AND MEDICAL CENTER**  
Baguio City

**BID DOCUMENTS**

Form No.: MCC-BAC-007

Revision No.: Ø

Effectivity Date: September 1, 2016

**ONE (1) LOT LABOR AND MATERIALS  
FOR THE PROPOSED CONSTRUCTION OF  
NEW LINAC BUNKER AND RENOVATION  
WORKS AT CANCER CENTER**

**IB- No. 2023-003 BAC I**

**Approved Budget for the Contract (ABC):**

**Php 40,000,000.00**

**PhilGEPS Posting: April 20, 2023**

**Pre-bid Conference: April 28, 2023, 9:00 a.m., HOPSS Conference Hall, 3/F Parking Building, BGHMC**

**Bid Opening Conference: May 10, 2023, 9:30 a.m., HOPSS Conference Hall, 3/F Parking Building, BGHMC**

**April 2023**



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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***



**IB- No. 2023-003 BAC I**

**INVITATION TO BID FOR THE ONE (1) LOT LABOR AND MATERIALS  
FOR THE PROPOSED CONSTRUCTION OF NEW LINAC BUNKER  
AND RENOVATION WORKS AT CANCER CENTER**

1. The Baguio General Hospital and Medical Center, through the Government's Appropriation's Act (GAA) intends to apply the sum of forty million pesos (Php 40,000,000.00) being the ABC to payments under the contract for IB No.2023-003 BAC I. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Baguio General Hospital and Medical Center* now invites bids for the above Procurement Project. Completion of the Works is required *within two hundred eighty (280) Calendar Days inclusive of forty (40) Calendar days predetermined unworkable conditions due to weather from the effectivity of the contract with sectional completion of works as stipulated on the Special Conditions of Contract*. Bidders should have completed, within seven (7) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *BGHMC BAC I/ Procurement Management Office* and inspect the Bidding Documents at the address given below from, *8:00 am – 5:00 pm*.
5. A complete set of Bidding Documents may be acquired by interested bidders on *April 21, 2023 until May 10, 2023, 9:30AM* from the given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *presented in person or through electronic means*.

<b>Project/s</b>	<b>Total ABC:</b>	<b>Cost of Bidding Documents</b>
One (1) Lot Labor and Materials for the Proposed Construction of New LINAC Bunker and Renovation Works at Cancer Center	PHP 40,000,000.00	Php 25,000.00

6. The *Baguio General Hospital and Medical Center* will hold a Pre-Bid Conference<sup>1</sup> on *April 28, 2023, 9:00 a.m. at the HOPSS Conference Hall, 3F Parking Building, BGHMC* and/or through video conferencing or webcasting *via WebEx Meeting* which shall be open to prospective bidders.

**PRE-BID CONFERENCE**

Meeting Information

Meeting link:

**<https://baguiogen.webex.com/baguiogen/j.php?MTID=m1804462bce4781a5736b90d0da8a6fa9>**

Meeting number: 2558 294 4209

Password: xPMwUUXB575

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address, online or electronic submission as indicated below, before **May 10, 2023, 9:30 a.m. Philippine Standard Time (PST)**. **Late bids shall not be accepted.**

Manual submission of bids: **HOPSS Conference Hall, 3/F Parking Building, BGHMC**

Submission of electronic bids should be uploaded in the link provided in the bidding documents. The bidder should provide the password during the opening of bids. Failure to provide the Password during bid opening shall be ground for disqualification.

BGHMC Online Link: **<https://forms.gle/xw1mPTqXvfoxTBOZ6>**

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.

The bidder shall submit a Bid Securing Declaration

Or

Any form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

<sup>1</sup> 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.

3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
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9. Bid opening shall be on **May 10, 2023, 9:30 a.m.** at the HOPSS Conference Hall, 3/F Parking Building, BGHMC and/or via *WebEx Meeting*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. *Bid Opening Conference*

Meeting Information

Meeting link:

**<https://baquiogen.webex.com/baquiogen/j.php?MTID=m6d033f119fb0db03fc1dcc4720da7c45>**

Meeting number: 2553 380 9324

Password: zsPWvHFs883

Name Template for On-line Suppliers/Bidders:

Company Name\_Authorized Representative

11. The *Baguio General Hospital and Medical Center (BGHMC)* 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.

12. For further information, please refer to:

**EDISON MORALES**

Head, BAC I Secretariat

*Bids and Awards Committee (BAC) I Office/ Procurement Management Office (PMO)  
4th Floor, OPD Building, BGHMC, Governor Pack Road, Baguio City*

**[bac1@bghmc.doh.gov.ph](mailto:bac1@bghmc.doh.gov.ph)**

*Tel Number.: 074-619-1375*

*Website: [bghmc.doh.gov.ph](http://bghmc.doh.gov.ph)*

13. You may visit the following websites:

For downloading of Bidding Documents: *[bghmc.doh.gov.ph](http://bghmc.doh.gov.ph)*

For online bid submission: **<https://forms.gle/xw1mPTqXvfoxTBQZ6>**

May 20, 2023

-SGD-

**LARRY C. HAYA JR., MD**  
BAC I Chairperson

## ***Section II. Instructions to Bidders***

## **1. Scope of Bid**

The Procuring Entity, *Baguio General Hospital and Medical Center*, wishes to receive Bids for the project *One (1) Lot Labor and Materials for the Proposed Construction of New LINAC Bunker and Renovation Works at Cancer Center* identification number *2023-003 BAC I*.

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 2023 in the amount of *forty million pesos only (Php 40,000,000.00)*.

2.1. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations

## **3. Bidding Requirements**

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

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

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

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

## **6. Origin of Associated Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at the HOPSS Conference Hall, 3/F Parking Building, BGHMC and/or through videoconferencing/webcasting via WebEx 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:

- a. Philippine Pesos.

## 15. Bid Security

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

15.2. The Bid and bid security shall be valid until *September 7, 2023*. 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 three (3) copies of the first and second components of its Bid marked as “**Original Bid**”, “**Copy 1**” and “**Copy 2**”.

- All submitted documents shall be typewritten/printed using Times New Roman. Font Size:12.
- All submitted documents shall be placed in any shade of orange envelopes/folders.
- All electronic files/folders shall be uploaded to the link provided below.
- Follow the instructions and click submit after accomplishing the e-form. <https://forms.gle/xw1mPTqXvfoxTBQZ6>



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.

For electronic bids; All files should be scanned in PDF format. The main folder should include two electronic folders labeled as “Eligibility/Technical” and “Financial”. The Eligibility/Technical folder shall include all the components in the checklist under Eligibility and Technical Documents. For the financial folder, it shall include all the components in the checklist under Financial Documents. Annexes file will also be included in the Financial folder.

Each folder should be zipped and encrypted with a password. After zipping and encrypting the two folders, it should be zipped and encrypted to create the main folder. The password for each folder should be provided by the bidder during the opening of the bids. Failure to provide the password during the bid opening shall be a ground for disqualification.

## **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***

# Bid Data Sheet

ITB Clause																														
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall satisfy all the following:</p> <ol style="list-style-type: none"> <li>1. <i>General Building – Building or Industrial Plant</i></li> <li>2. <i>Completed within seven (7) years prior to the deadline for the submission and receipt of bids.</i></li> <li>3. <i>The contract shall be at least fifty percent (50%) of the Approved Budget for the Contract</i></li> </ol>																													
7.1	<i>Subcontracting is not allowed.</i>																													
10.3	<i>Minimum Applicable PCAB License for this project is Medium A, License Category B</i>																													
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Construction Manager (Licensed Civil Engineer/ Licensed Architect)</td> <td>10 years in building Construction as a Project Manager</td> <td>General Building</td> </tr> <tr> <td>Project Civil Engineer (Licensed Civil Engineer)</td> <td>3 years in building Construction as a Civil Engineer</td> <td>General Building</td> </tr> <tr> <td>Project Architect (Licensed Architect)</td> <td>3 years in building Construction as an Architect</td> <td>General Building</td> </tr> <tr> <td>Project Electrical Engineer (Licensed Electrical Engineer)</td> <td>3 years in building Construction as an Electrical Engineer</td> <td>General Building</td> </tr> <tr> <td>Project Electronics &amp; Communications Engineer (Licensed Electronics &amp; Communications Engineer)</td> <td>3 years in building Construction as an Electronics &amp; Communications Engineer</td> <td>General Building</td> </tr> <tr> <td>Project Mechanical Engineer (Licensed Mechanical Engineer)</td> <td>3 years in building Construction as a Mechanical Engineer</td> <td>General Building</td> </tr> <tr> <td>Project Geodetic Engineer (Licensed Geodetic Engineer)</td> <td>3 years in building Construction as a Geodetic Engineer</td> <td>General Building</td> </tr> <tr> <td>Project Materials Engineer (DPWH)</td> <td>3 years as a materials engineer</td> <td>General Building</td> </tr> </tbody> </table>			<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Construction Manager (Licensed Civil Engineer/ Licensed Architect)	10 years in building Construction as a Project Manager	General Building	Project Civil Engineer (Licensed Civil Engineer)	3 years in building Construction as a Civil Engineer	General Building	Project Architect (Licensed Architect)	3 years in building Construction as an Architect	General Building	Project Electrical Engineer (Licensed Electrical Engineer)	3 years in building Construction as an Electrical Engineer	General Building	Project Electronics & Communications Engineer (Licensed Electronics & Communications Engineer)	3 years in building Construction as an Electronics & Communications Engineer	General Building	Project Mechanical Engineer (Licensed Mechanical Engineer)	3 years in building Construction as a Mechanical Engineer	General Building	Project Geodetic Engineer (Licensed Geodetic Engineer)	3 years in building Construction as a Geodetic Engineer	General Building	Project Materials Engineer (DPWH)	3 years as a materials engineer	General Building
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Project Mechanical Engineer (Licensed Mechanical Engineer)	3 years in building Construction as a Mechanical Engineer	General Building																												
Project Geodetic Engineer (Licensed Geodetic Engineer)	3 years in building Construction as a Geodetic Engineer	General Building																												
Project Materials Engineer (DPWH)	3 years as a materials engineer	General Building																												

	Accredited Materials Engineer)																																		
	Safety and Health Officer (DOLE Certified Safety Officer III)	3 years in Construction Projects as Safety Officer		General Building																															
	General Foreman	3 years in Building Construction		General Building																															
	<p>*The length of general experience shall be based on the length of experience as a licensed professional.          *The required personnel must be an employee of the contractor and to be assigned for this project only.</p>																																		
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1"> <thead> <tr> <th><u>Equipment</u></th> <th><u>Capacity</u></th> <th><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>1 Bagger Mixer</td> <td></td> <td>1</td> </tr> <tr> <td>Concrete Vibrator</td> <td></td> <td>3</td> </tr> <tr> <td>Rebar Cutting Machine</td> <td></td> <td>1</td> </tr> <tr> <td>Rebar Bending Machine</td> <td></td> <td>1</td> </tr> <tr> <td>PPR Fusion Machine</td> <td></td> <td>1</td> </tr> <tr> <td>Electrical Tester</td> <td></td> <td>1</td> </tr> <tr> <td>Fiber Optic Fusion Machine Splicer</td> <td></td> <td>1</td> </tr> <tr> <td>Precision Cleaver</td> <td></td> <td>1</td> </tr> <tr> <td>Fiber Optic Power Meter</td> <td></td> <td>1</td> </tr> </tbody> </table>					<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	1 Bagger Mixer		1	Concrete Vibrator		3	Rebar Cutting Machine		1	Rebar Bending Machine		1	PPR Fusion Machine		1	Electrical Tester		1	Fiber Optic Fusion Machine Splicer		1	Precision Cleaver		1	Fiber Optic Power Meter		1
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12	<i>[Insert Value Engineering clause if allowed.]</i>																																		
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than 2% of the ABC to be bid if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or;</p> <p>b. The amount of not less than 5% of the ABC to be bid if bid security is in Surety Bond.</p>																																		
19.2	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>ABC</b>	<b>TOTAL ABC</b>																														

	1	Labor and Materials for the Proposed Construction of New LINAC Bunker and Renovation Works at Cancer Center	Lot	1	40,000,000.00	40,000,000.00
					<b>TOTAL</b>	<b>40,000,000.00</b>
20	<p><i>1. Latest Income and Business Tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</i></p> <p><i>2. License to Operate (LTO) if applicable.</i></p>					

## ***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**

4.1. 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.

4.2. 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. Each progress payments including the final payment are subject to retention of ten percent (10%) referred to as the "retention money" and shall only be released upon the issuance of Commission of Audit (COA) technical post audit.

The cumulative progress payment shall not exceed ninety percent (90 %) of the contract amount except for the final 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	<p>Provided is the scheduled sectional completion of works:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%; text-align: center;">Calendar days from the effectivity of the contract</th> <th style="text-align: center;">Target Completed Works</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">180 C.D.</td> <td> <ul style="list-style-type: none"> <li>Part I – General Requirements (G.2, G.3, G.4, G.6)</li> <li>Part II – Construction of LINAC Bunker (All scope)</li> </ul> </td> </tr> <tr> <td style="text-align: center;">280 C.D.</td> <td> <ul style="list-style-type: none"> <li>Part III – Renovation Works at Cancer Center</li> <li>All remaining works</li> </ul> </td> </tr> </tbody> </table> <p>The sectional completion of works shall be reflected on the program of work</p>	Calendar days from the effectivity of the contract	Target Completed Works	180 C.D.	<ul style="list-style-type: none"> <li>Part I – General Requirements (G.2, G.3, G.4, G.6)</li> <li>Part II – Construction of LINAC Bunker (All scope)</li> </ul>	280 C.D.	<ul style="list-style-type: none"> <li>Part III – Renovation Works at Cancer Center</li> <li>All remaining works</li> </ul>
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280 C.D.	<ul style="list-style-type: none"> <li>Part III – Renovation Works at Cancer Center</li> <li>All remaining works</li> </ul>						
4.1	Upon issuance of the Notice to Proceed						
6	The site investigation reports are:						
7.2	Fifteen (15) years.						
10	Dayworks are applicable at the rate shown in the Contractor’s original Bid.						
11.1	<p>The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within 10 days of delivery of the Notice of Award.</p> <p>Program of work includes the following:</p> <ol style="list-style-type: none"> <li>1. Detailed Estimates</li> <li>2. Approved Construction PERT-CPM</li> <li>3. Approved Construction Schedule (Bar chart and S-curve) on weekly interval with detailed target percentage per scope of works</li> <li>4. Approved Manpower and Equipment schedule</li> <li>5. Approved Construction methodologies</li> <li>6. Approved Organizational Chart - Complete technical personnel to be assigned in the construction with their curriculum vitae</li> <li>7. Approved materials procurement schedule (indicating timelines for materials approval, procurement of materials and delivery of materials)</li> </ol>						
11.2	<p>The amount to be withheld for late submission of an updated Program of Work is the <i>advance payment</i>.</p> <p>No payment shall be granted if Program of Work is not submitted and not approved</p>						
13	The amount of the advance payment is <b><i>fifteen percent (15%) of the Total Contract Price Lump Sum</i></b>						
14	Materials and equipment delivered on the site but not completely put in place shall not included for payment.						

	<p>Progress Payments shall be granted in the following instances:</p> <ol style="list-style-type: none"> <li>1. First billing can only be requested upon having an accomplishment of at least 20%, and</li> <li>2. No billing request shall be granted if the project has a negative slippage of 3% and above</li> <li>3. Accomplished all the following documentary requirements:</li> </ol> <table border="1" data-bbox="459 456 1394 1489"> <thead> <tr> <th><i>Documentary requirements</i></th> <th><i>In charge</i></th> </tr> </thead> <tbody> <tr> <td><i>Request for billing addressed to the head of procuring entity</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Notarized contractor's affidavit indicating the period covered and stating that all materials, labor, and equipment used are paid.</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Statement of work accomplished reflecting any changes / variation in the contract with backup computation of all the installed items and supporting drawings.</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Statement of time elapsed &amp; percent of work accomplished</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Copy of NOA, Contract &amp; NTP</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Copy of Materials Test Results (if applicable)</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Copy of Progress photos</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Copy of Time extensions / Time suspension / Resumption order (if applicable)</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Copy of Variation Order (if applicable)</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Copy of Daily activity reports covering the duration of billing</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Updated validity and coverage of Performance security if there is additional cost and/or additional time granted.</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Updated validity of Advance payment security if there is additional time granted</i></td> <td><i>Contractor</i></td> </tr> <tr> <td><i>Statement of time elapsed &amp; percent of work accomplished</i></td> <td><i>Agency</i></td> </tr> <tr> <td><i>Inspection report of agency's authorized engineer</i></td> <td><i>Agency</i></td> </tr> <tr> <td><i>Certificate of Payment</i></td> <td><i>Agency with the contractor's concurrence</i></td> </tr> <tr> <td><i>Agency's computed statement of work accomplished</i></td> <td><i>Agency with the contractor's concurrence</i></td> </tr> </tbody> </table>	<i>Documentary requirements</i>	<i>In charge</i>	<i>Request for billing addressed to the head of procuring entity</i>	<i>Contractor</i>	<i>Notarized contractor's affidavit indicating the period covered and stating that all materials, labor, and equipment used are paid.</i>	<i>Contractor</i>	<i>Statement of work accomplished reflecting any changes / variation in the contract with backup computation of all the installed items and supporting drawings.</i>	<i>Contractor</i>	<i>Statement of time elapsed &amp; percent of work accomplished</i>	<i>Contractor</i>	<i>Copy of NOA, Contract &amp; NTP</i>	<i>Contractor</i>	<i>Copy of Materials Test Results (if applicable)</i>	<i>Contractor</i>	<i>Copy of Progress photos</i>	<i>Contractor</i>	<i>Copy of Time extensions / Time suspension / Resumption order (if applicable)</i>	<i>Contractor</i>	<i>Copy of Variation Order (if applicable)</i>	<i>Contractor</i>	<i>Copy of Daily activity reports covering the duration of billing</i>	<i>Contractor</i>	<i>Updated validity and coverage of Performance security if there is additional cost and/or additional time granted.</i>	<i>Contractor</i>	<i>Updated validity of Advance payment security if there is additional time granted</i>	<i>Contractor</i>	<i>Statement of time elapsed &amp; percent of work accomplished</i>	<i>Agency</i>	<i>Inspection report of agency's authorized engineer</i>	<i>Agency</i>	<i>Certificate of Payment</i>	<i>Agency with the contractor's concurrence</i>	<i>Agency's computed statement of work accomplished</i>	<i>Agency with the contractor's concurrence</i>	
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15.1	<p>The date by which operating and maintenance manuals are required is <i>five (5) days after the completion of the project.</i></p> <p>The date by which “as built” drawings are required is <i>five (5) days after the completion of the project.</i></p>																																			
15.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>the final payment and retention fee.</i></p> <p><i>The final payment shall not be released unless operating and maintenance manuals and “as built” drawings are submitted.</i></p>																																			

***Section VI. Specifications***  
*SEE SEPARATE ATTACHMENTS*





***Section VII. Drawings***  
*SEE SEPARATE ATTACHMENTS*

***Section VIII. Bill of Quantities***  
*SEE SEPARATE ATTACHMENTS*

# *Section IX. Checklist of Technical and Financial Documents*

<b>I. TECHNICAL COMPONENT ENVELOPE</b>	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;  _____
<u>Technical Documents</u>	
<input type="checkbox"/>	(e) 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; <b>and</b> <b>TOTAL:</b> _____
<input type="checkbox"/>	(f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; <b>and</b> <b>TOTAL:</b> _____
<input type="checkbox"/>	(g) Special PCAB License in case of Joint Ventures; <b>and</b> registration for the type and cost of the contract to be bid; <b>and</b>
<input type="checkbox"/>	(h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b>or</b> Original copy of Notarized Bid Securing Declaration; <b>and</b>
<input type="checkbox"/>	(i) 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 Bidder.
	(j) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	b. List of contractor's key personnel ( <i>e.g.</i> , Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; <b>and</b>
	d. <input type="checkbox"/> Construction schedule and S-curve.

	e. <input type="checkbox"/> Manpower schedule. f. <input type="checkbox"/> Construction methods. g. <input type="checkbox"/> Equipment utilization schedule. h. <input type="checkbox"/> Construction safety and health program.
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**Financial Documents**

<input type="checkbox"/>	(k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).  <div style="text-align: right;">           Current Assets (a): _____            Current Liabilities (b): _____            Difference (TOTAL) (a - b): _____            Multiply by (15) (d): _____            On-going Projects Total (e): _____            NFCC (d-e): _____         </div>
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***Class "B" Documents***

<input type="checkbox"/>	(l) 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; <b><u>or</u></b> duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
--------------------------	--

**II. FINANCIAL COMPONENT ENVELOPE**

<input type="checkbox"/>	(m) Original of duly signed and accomplished Financial Bid Form; <b><u>and</u></b>
<b><u>Other documentary requirements under RA No. 9184</u></b>	
<input type="checkbox"/>	(n) Original of duly signed Bid Prices in the Bill of Quantities; <b><u>and</u></b>
<input type="checkbox"/>	(o) 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; <b><u>and</u></b>
<input type="checkbox"/>	(p) Cash Flow by Quarter.
<input type="checkbox"/>	(q) <input type="checkbox"/> Electronic Copy (in EXCEL Form) of the Bill of Quantities in Flash Drive/USB/DVD

# FORMS

## Bid Form

---

Date: \_\_\_\_\_

IAEB<sup>2</sup> N°: \_\_\_\_\_

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered in item (d) below is: *[insert information]*;

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

- (c) Our Bid shall be valid for a period of *[insert number]* 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 *[insert percentage amount]* 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: *[insert information]*;
- (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;

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<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

- (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 Evaluated Bid or any other Bid that you may receive.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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



**blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the*

*Project].*

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
  
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

*Letterhead of Company)*

Date: \_\_\_\_\_

## Authorized Representative of the Company

(To be officially representing the Company and transact business with  
Baguio General Hospital & Medical Center)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Office Address: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Specimen Signature: \_\_\_\_\_

Authorized by:

\_\_\_\_\_

Name

\_\_\_\_\_

Designation

**STATEMENT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT**

(Date of Issuance)

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Attention : The Chairman  
Bids and Awards Committee I

Dear Sir/Madam;

In compliance with the requirements of the (Name of the Procuring Entity) BAC for the bidding of the (Name of Contract), we certify that (Name of the Bidder) has in its employ key personnel, such as project managers, civil engineers, architect, materials engineer and safety officer, who may be engaged for the construction of the said contract

Further, we likewise certify the availability of equipment that (Name of the Bidder) owns, has under lease, and/or has under purchase agreements, that may be used for the construction contracts.

Very truly yours,

(Name of Representative)  
(Position)  
(Name of Bidder)

Standard Form Number: SF-INFR-49  
Revised on: August 11, 2004

LIST OF EQUIPMENT OWNED (PLEASE SEE INVITATION TO BID), ASSIGNED TO  
THE PROPOSED CONTRACT

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

Description	Model/ Year	Capacity/ Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership
A.Owned							
i.							
ii.							
iii.							
iv.							
v.							
vi.							

List of minimum equipment required for the project:

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

Standard Form Number: SF-INFR-48  
 Revised on: August 11, 2004

Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

	Project Manager	Civil Engineer	Materials Engineer	Safety Officer	Architect
1 Name					
2 Address					
3 Date of Birth					
4 Employed Since					
5 Experience					
6 Previous Employment					
7 Education					
8 PRC License					

Minimum Requirements : Project Manager  
 : Civil Engineer  
 : Materials Engineer  
 : Safety Officer  
 : Architect (applicable only for vertical projects)

Note : Attached individual resume, PRC License of the  
 (professional) personnel, Certificate of DPWH Accreditation,  
 and Certificate of Training in Occupational Safety and Health

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)

Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

Statement of all Ongoing Government & Private Construction Contracts including contracts awarded but not yet started

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract/ Location Project Cost	a. Owner b. Address c. Telephone Nos.	Nature of work	Contractor's Role		a. Date awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Total Cost								

- Note: This Statement shall be supported with:
- 1 Notice of Award and/or Contract
  - 2 Notice to Proceed issued by the owner
  - 3 Certificate of Accomplishments signed by the owner or Project Engineer

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

Standard Form Number: SF-INFR-16  
 Revised on: July 29, 2004

Statement of all Completed Government & Private Construction Contracts which are similar in nature

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount of Award b. Amount of Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract
- 2 CPES rating sheets and/or Certificate of Completion
- 3 Certificate of Acceptance

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_