

#### Republic of the Philippines Department of Agriculture

#### AGRICULTURAL TRAINING INSTITUTE

ATI Building, Elliptical Road, Diliman, Quezon City, Metro Manila 1100 Tel. Nos. (63-2) 8929-8541 to 49 & 8928-7397 Fax No. (63-2) 8920-9792 Email: ati\_director@ati.da.gov.ph & ati\_director@yahoo.com URL: http://www.ati.da.gov.ph; www.e-extension.gov.ph

## BIDDING DOCUMENTS For the

# PROCUREMENT OF RE-PAINTING INTERIOR OF ATI-MAIN BUILDING, CENTRAL OFFICE

ITB NO. ATI-CO-2023-01 December 5, 2022

**Reference:** 

Philippine Bidding Documents Sixth Edition, July 2020

#### **TABLE OF CONTENTS**

GLOSSA	ARY OF	4
TERMS	, ABBREVIATIONS, AND ACRONYMS	4
Sectio	N I. INVITATION TO BID	7
BAC C	HAIRPERSON	9
Sectio	N 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	13
9.	Clarification and Amendment of Bidding Documents	13
10.	Documents Comprising the Bid: Eligibility and Technical Components	13
11.	Documents Comprising the Bid: Financial Component	14
12.	Alternative Bids	14
13.	Bid Prices	14
14.	Bid and Payment Currencies	15
15.	Bid Security	15
16.	Sealing and Marking of Bids	15
17.	Deadline for Submission of Bids	15
18.	Opening and Preliminary Examination of Bids	15
19.	Detailed Evaluation and Comparison of Bids	16
20.	Post Qualification	16
21.	Signing of the Contract	16
Sectio	N III. BID DATA SHEET	17
Sectio	N IV. GENERAL CONDITIONS OF CONTRACT	20
1.	Scope of Contract	21
2.	Sectional Completion of Works	21
3.	Possession of Site	21

SECTI	ON IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS	44			
Secti	SECTION VIII. BILL OF QUANTITIES				
Section VII. Drawings					
SECTI	ON VI. SPECIFICATIONS	27			
Secti	ON V. SPECIAL CONDITIONS OF CONTRACT	25			
1	4. Progress Payments	24			
1	3. Advance Payment	23			
1	2. Instructions, Inspections and Audits	23			
1	1. Program of Work	23			
1	0. Dayworks	23			
9.	Termination for Other Causes	23			
8.	Liability of the Contractor	22			
7.	Warranty	22			
6	Site Investigation Reports	22			
5.	Performance Security	22			
4.	The Contractor's Obligations	21			

## 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 projects 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



## Invitation to Bid for the Procurement of Repainting of Interior at ATI Central Office

- 1. The *Agricultural Training Institute* through the *FY 2023 General Appropriations Act* (GAA) intends to apply the sum of *ONE MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED THREE AND NINETY-ONE CENTAVOS ONLY* (*Php1,465,803.91*), being the Approved Budget for the Contract (ABC) to payments under the contract for *Procurement of REPAINTING OF INTERIOR at ATI CENTRAL OFFICE (ITB NO. ATI-CO-2023-01)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *Agricultural Training Institute* now invites bids for the above Procurement Project. Completion of the Works is required *Seventy-five (75) Calendar Days*. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract 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 the *Agricultural Training Institute* and inspect the Bidding Documents at the address given below from 8:00am to 5:00pm.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on *December 5, 2022* from 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, in the amount of Five Thousand Pesos (PhP 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees.*
- 6. The *Agricultural Training Institute* will hold a Pre-Bid Conference on *December 13, 2022, 1:30pm* through videoconferencing/webcasting *via Google Meet* which shall be open to prospective bidders through this link: meet.google.com/ign-edwh-ndj
- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below on or before *January 4, 2023 at 1:00 pm* at *ATI BAC Secretariat Office located at the Basement*. Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.

- 9. Bid opening shall be on *January 4, 2023, 1:30 pm*. at ATI Boardroom will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. In compliance to the Memorandum of the Department of Agriculture (DA) dated December 18, 2020, the public, especially the prospective suppliers/service providers, is hereby informed that DA does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/employees or any other party. Any sort of this kind shall be reported immediately to the Office of the Secretary or the National Bureau of Investigation (NBI) for entrapment and proper investigation.
- 11. The *Agricultural Training Institute* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

#### KEMUEL M. BORROMEO

Head, BAC Secretariat
Agricultural Training Institute
ATI Bldg. Elliptical Road, Diliman, Quezon City
Email address: bacsec@ati.da.gov.ph
Telephone No. 632-8929-8541 / 09190662853
www.ati.da.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <a href="https://ati.da.gov.ph/ati-main/announcements">https://ati.da.gov.ph/ati-main/announcements</a>

December 5, 2022

EDITHA S. VINUYA BAC Chairperson

## Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, *Agricultural Training Institute* invites Bids for the **PROCUREMENT OF RE-PAINTING INTERIOR OF ATI-MAIN BUILDING at ATI Central Office** with Project Identification Number *ITB-ATI-CO-2023-01* 

The Procurement Project (referred to herein as "Project") is for the **PROCUREMENT OF RE-PAINTING INTERIOR OF ATI-MAIN BUILDING, CENTRAL OFFICE,** as described in Section VI (Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2021 in the amount of One Million Four Hundred Sixty-Five Thousand Eight Hundred Three Pesos and Ninety-One Centavos Only (PhP1,465,803.91)
- 2.2. The source of funding is:
  - a. the General Appropriations Act.

#### 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 allowed. The portions of the Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.1. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria

stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 120 Calendar Days. 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

## **Bid Data Sheet**

ITB Clause										
5.2	For this purpose, con have the same major of		•							
7.1	Maximum percentage allowed to be subcontracted are 40%									
10.3	PCAB – Small A, Licer	nse Category T	rade/E (General Buil	ding)						
10.4	The key personnel maset below:	ust meet the re	quired minimum yea	rs of experience						
	Project Manager Project Engineer Material Engineer Foreman Construction safety	eneral Experie 15 years 10 years 5 years 10 years	15 years 10 years 5 years 5 years	<u>erience</u>						
	Health	5 years	5 years							
10.5	The minimum major 6	equipment requ	irements are the follo	owing:						
	Equipment Cordless drill and bit Hand Drill Grinder Scaffolding	<u>Capacity</u>	Number of Units 2 2 2 2 20 sets	Remarks Owned Owned Owned Owned						
12	Not allowed									

15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:  a. The amount of not less than Twenty-Nine Thousand Three Hundred Sixteen Pesos and 08/100 (Php 29,316.08) (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;  b. The amount of not less than Seventy-Three Thousand Two Hundred Ninety Pesos and 19/100 (PhP 73,290.19) (5%) of ABC] if bid security is in Surety Bond.
19.2	Partial bids are not allowed
20	

21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as <b>construction</b> 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.
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## 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.

## Section V. Special Conditions of Contract

## **Special Conditions of Contract**

GCC Clause	
2	The Intended Completion Date is: <u>SEVENTY-FIVE (75) calendar days.</u>
4.1	Within seven (7) days after issuance of Notice to Proceed.
6	The site investigation reports are: Certificate Site Inspection issued by authorized representative of the Procuring Entity
7.2	Duration of warranty is for Fifteen (15) years.
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>seven</i> (7) 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 1% of the contract price.
13	The amount of the advance payment is amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required before issuance of final payment.
	The date by which "as built" drawings are required before issuance of final payment.

## Section VI. Specifications

#### **SPECIFICATION**

#### I. GENERAL REQUIREMENTS

## SECTION 1.1 **Summary of Works**

This includes the furnishing of all materials, labors, tools and equipment and the performance of all operations necessary for the **RE-PAINTING INTERIOR OF ATI-MAIN BUILDING, CENTRAL OFFICE**, all in accordance with the plans and specifications, and subject to the terms and conditions of the contract documents.

#### **SECTION 1.2**

#### **Mobilization and Mobilization**

The contractor upon receipt of the Notice to Proceed shall immediately mobilize and transport his equipment, materials and employees to the site within (7) calendar days and demobilize or remove the same at the completion of the project.

#### SECTION 1.3

#### Contractor's Facilities & Utilities

#### 1.3a Field Warehouse

The contractor shall be responsible for the maintenance and protection of all facilities to be provided during the entire duration of the Contract including provision of adequate stock of all expendable items, such as light bulbs, light tubes, equipment and supplies, etc. at all times to ensure proper and continuous functioning of all the facilities.

Construction shanties, sheds and temporary facilities provided as required for the Contractor's convenience shall be maintained in good condition and neat appearance including finishes as required by the ATI Representative.

#### 1.3b **Temporary light and power**

The Contractor shall provide and maintain temporary electrical services including installation of temporary power & lighting within the construction site. The electrical services shall be adequate in capacity to supply power to construction tools and equipment without overloading the temporary facilities and shall be made available to supply power, lighting and construction operation of all trades. All temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of the local governing codes. At the completion of the construction works all temporary wiring, lighting, equipment and devices shall be removed.

#### 1.3c **Temporary toilet**

The contractor shall provide (if not available) and maintain in sanitary condition enclosed toilet for the use of all construction personnel located within the contract limits, complete fixtures, water and sewer connections and appurtenance.

#### 1.3d **Temporary water supply**

The contractor shall provide and maintain water supply service, complete with necessary connections and appurtenances. Installed water supply shall be used as a source of water for construction purposes subject to the approval of the ATI Representative/Engineer/Architect.

#### 1.3e **Project Identification and Signage**

The contractor shall provide and maintain a tarpaulin signboard which must be suitably framed for outdoor display at the project location and shall be posted as soon the award has been made.

#### 1.3f First Aid

The contractor shall provide and maintain first aid kits available at the on-site office. Location of the kit must be accessible. The contractor shall have a trained and knowledgeable employee giving first aid to workers.

#### 1.3g **Disposal area**

The proposed location of the disposal area shall be at the site designated by the ATI Representative. It is the responsibility of the contractor to dispose of all construction debris and consider in the preparation of his proposal.

#### SECTION 1.4

#### **Temporary works & Services**

#### 1.4a **Security**

Efficient watchmen shall be provided for watching over the site and on the works from the theft, day and night. Temporary lighting shall be provided to light up hoarding and scaffoldings. Erect a complete fence around the perimeter of construction sites to shield from view and prevent unauthorized access.

#### 1.4b Screens

Where works are carried out in or adjacent to existing buildings, protection shall be provided against the spread of dust and other nuisance by means of dust sheets, tarpaulins, boards and the like.

Safety screen net & scaffolding should protect/prevent people from falling down, or to avoid hurting people of property from falling debris from on-going construction.

#### 1.4c **Scaffolding**

All scaffolding, screens, covering, screen framings and the like shall be properly constructed, wedged, braced, secured and maintained in accordance with the best local practice. All materials shall be of good quality and of adequate strength and stability to carry the loads to be sustained.

Metal scaffold system shall be a scaffold system constructed, as required, with working platform adequately supported and other ancillary members including guardrails, toe boards, access ladders, **slope catch-fans**, safety screen, anchors, support brackets, foundation and the like; and all the structural members of the scaffolding system shall be metal.

The scaffold system shall provide a suitable and sufficient safe means of access and workplace for carrying out work which cannot be conveniently executed from the ground or from a floor in a building, or from a ladder, etc....

The scaffold system shall be used for all construction, alteration, repair and maintenance works. Unless otherwise specified, other alternative scaffolding may be used for screening purposes.

The contractor shall be responsible for the design, planning and coordination, transportation, fabrication, erection, maintenance alteration and dismantling of the scaffold system.

Scaffolding shall be inspected on a regular basis, with submission of inspection form and certification by the component and qualified person as per the statutory requirements.

#### SECTION 1.5

#### Coordination

#### 1.5a **Supervision**

The contractor must employ only **competent and efficient key personnel** experienced in their specialization.

All personnel/laborers shall wear **proper uniform and ID when** entering and within ATI premises.

#### 1.5b Construction Safety and Health / Safety Management

The contractor shall put up and continuously maintain **adequate safety measures** that shall prevent undue loss, damages and injury of workers, or loss of properties.

Sufficient safety helmets, rubber boots, safety shoes, safety belt/harness, lifeline, umbrella, protective and waterproof clothing, personal protective devices such as ear mufflers and glasses and other safety equipment necessary by reason of hazardous work process or environment, chemical or radiological or other mechanical irritants of hazard capable causing injury or impairment in the function of any part of the body through absorption, inhalation or physical agent

shall be provided by the contractor for the use of workers, the ATI representatives and other authorized persons visiting the site.

#### 1.5c Parking and loading/unloading

Availability, locations and time of use of parking and loading/unloading shall be agreed with and approved by the ATI representatives.

#### SECTION 1.6

#### **Regulatory and Other Requirements**

#### 1.6a **Other Requirements**

All requirements described in detail in the General Requirements shall be provided and shall be the sole responsibility of the Contractor in the execution of the work. These are, among others:

- a. Permits and Fees
- b. Materials Testing
- c. Project / Technical Meetings and Conferences

The Contractor and others working under his jurisdiction shall perform work in compliance with the rules and regulations and ordinances of any kind required by the governmental authority or other agency having jurisdiction over his work.

#### 1.6b **Project / Technical Meetings**

#### • Pre-Construction Conferences

A pre-construction meeting between the Implementing Office, or ATI representatives, and the Contractor shall be held at the site prior to the commencement of works.

The meeting shall be for the purpose of:

- 1. Resolving current problems;
- 2. Further orienting the contractor to the requirements of the Drawings and Specifications;
- 3. Working out with the contractor a general schedule of supervision.

#### • Progress Meeting

The contractor shall meet with the Implementing Office weekly or as required to verify the progress of the work.

#### 1.6c **Progress Report**

The Contractor shall prepare and submit progress reports to the Implementing Office every **30 days (1 month)** after the start of the project up to its completion, showing the work completed, work remaining to be done, status of construction equipment and materials at the site.

#### 1.6d Survey Data

The Contractor shall layout his work from established based lines and benchmark indicated in the drawing and shall be responsible for all measurement in connection therewith. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials and labor as may be required in laying out any part of the work, out of established based lines and benchmarks. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks until he is authorized to remove them.

#### 1.6e **Cleaning-up**

b.

The Contractor shall at all times keep the construction area including storage area used by him free from accumulations of waste materials or rubbish. Upon completion of the construction, the Contractor shall leave the work and premises in clean, neat workmanlike conditions satisfactory to the Implementing Office or its representative.

Demobilization

#### 1.6g **Document to be submitted**

#### **Construction Schedule**

The Contractor shall contact the Implementing Office before covering up any work so that proper inspection may be made.

#### **Network Analysis Schedules**

The Contractor shall prepare a PERT-CPM Construction Schedule to indicate the following:

a. All activities necessary to complete the project; Monthly value of each activity.

#### **Close-Out Report**

Upon completion of the works the Contractor shall furnish ATI (Agricultural Training Institute) the required Close-Out Report shall be as prerequisite for the processing of the final payment.

The Close-Out Report shall include, but not limited to, the following:

a. Material Book containing Materials Sample Approval Form, and list of all materials used, with corresponding pictures and description;

Provide Table of Contents neatly typed, in complete and orderly sequence. Include complete information for each of the following:

- Product or work item:
- Firm, with name of principal, address, and telephone number;
- Scope;
- Date of beginning of warranty or service and maintenance contract;
- Duration of warranty or service maintenance contract;
- Proper procedure in case of failure;
- Instances which might affect validity of warranty or bond; and
- Contractor, name or responsible principal, address, and telephone number.
- b. Copy of equipment and material brochures;
- c. Pictures of Work Progress (in print and in CD for electronic copy)
- d. Report of the result of all conducted test
- e. Daily Log book

#### II. PAINTING WORKS

#### SECTION 2.1

#### General

#### 2.1a **Scope**

This includes all materials, labor, tools and equipment, and performance of all operations to complete painting and varnishing work as indicated on drawing and specification herein.

It covers complete painting and finishing of wood, plasters, concrete, metal, or other surfaces, external or internal part of the building

#### 2.1b Samples

Submit sample panels of selected color or shade on 30cm x 30cm plywood panels for the approval of the implementing office. It shall be approved before ordering.

A sample panel of any finishing shall be prepared for approval, if directed. The applied finish shall not vary in quality or color from the approved sample.

#### 2.1c **Delivery and Storage**

Deliver on job site in original containers with label containing manufacturer's name, color of paints, and manufacturer's instruction, if any intact and seals unbroken. Storage of paints and paint materials at the site shall be restricted to locations designated by the Project Architect/Engineer or ATI's

Representatives and such places shall be kept neat and clean at all times. Necessary precautions to avoid fire must be observed by removing oily rags, waste, etc. at the end of daily work.

#### 2.1d **Protection**

Provide all drop cloth and other covering requisite to protection of floors, walls, aluminum, glass finishes and other works.

#### 2.1e **General Painting**

General Painting shall be interpreted to mean and include sealers, primers, fillers, intermediate and finish coats, emulsions, varnish, shellac, stain, or enamels.

All paint and necessary materials incorporated in or forming a part thereof shall be subject to prior approval and selection for color, tint, finish, or shade by the Project Architect/Engineer or ATI's

Representative.

In connection with the Project Architect/Engineer or ATI's Representative determination of color or tint of any particular surface, the depth of any color or tint selected or required shall in no instance be a subject for an additional cost to the owner.

#### 2.1f Schedule

• Interior concrete & masonry wall surfaces

1<sup>st</sup> coat: Acrylic flat latex paint (white) 2<sup>nd</sup> & 3<sup>rd</sup> coats: Acrylic semi-gloss latex paint

Concrete Floor

1st coat: Epoxy Primer (white)

2<sup>nd</sup> & 3<sup>rd</sup> coats: Epoxy Enamel

Ceiling

1<sup>st</sup> coat: Acrylic flat latex paint (white)

2<sup>nd</sup> & 3<sup>rd</sup> coats: Acrylic flat latex paint

Steel

1st coat: Red Oxide

2<sup>nd</sup> & 3<sup>rd</sup> coat: Water-based acrylic epoxy

SECTION 2.2 **Materials** 

#### 2.2a **Products**

#### Painting Materials

All paint materials meet the requirements of paint materials under classification class "A" as prepared by the Bureau of Product Standards. Substitutes shall only be entertained once the quoted preferred brands are not available in the market.

Except for ready mixed materials in original containers, all mixing shall be done in the jobsite. No materials are to be reduced, changed, or mixed except as specified by the manufacturer of said materials.

#### • Tinting Colors

Shall be first grade quality, pigment ground in alkyd resin that disperses and mixes easily with paint to produce the color desired. Use the same brand of paint and tinting color to effect a good paint body.

#### • Concrete Neutralizer

Shall be first grade quality concentrate dilute with clean water and applied as surface conditioner of new interior and exterior walls thus improving paint adhesion and durability.

#### • Lacquer

Shall be any type of coating that dries rapidly and solely be evaporation of the solvent. Typical solvents are acetates, alcohols and ketone. Although lacquer was generally based on nitrocellulose, manufacturers currently use vinyl resin, plasticizer and dried oils to improve adhesion and elasticity.

#### Shellac

Shall be a solution of refined lac resin in denatured alcohol. It dries by evaporation of the alcohol. The resin is generally furnished in orange and bleached grades.

#### Sanding Sealer

Shall be quick drying lacquer, formulated to provide quick dry, good holdout of succeeding coats and containing sanding agents such as zinc stearate to allow dry sanding of sealer.

#### SECTION 2.3

#### Execution

#### 2.3a **Surface Preparation**

#### • General Requirement

All surfaces to be painted shall be examined carefully before beginning any work and see that all work of other trades or subcontractors are installed in workmanlike manner; to receive paint, stain or particular finish.

Before proceeding with any painting or finishing, thoroughly clean, sand and seal, if necessary, by removing from all surfaces all dust, dirt, grease, or other foreign substances which would affect either the satisfactory execution or permanency of the work.

No work shall be done under the conditions that are unsuitable for the painting, nor at any time when the plastering is in progress, or is being cured, or dried.

Finished hardware, lighting fixtures, plates, and other similar items shall be removed from all positions before painting is started. Each piece shall be installed in position once painting is finished and dried.

Neither paint nor any other finish treatment shall be applied over wet or damp surfaces. Allow at least two (2) days of drying time before application of succeeding coat.

Voids, cracks, nick, etc. will be repaired with proper patching metal and finished flushed with surrounding surfaces.

Painting and varnishing works shall not commence when it is too hot or cold.

Begin work only when the Project Architect/Engineer has inspected and approved the prepared surface otherwise no credit of coat shall be given. The Contractor shall assume full responsibility to recoat work in question. Notify the Project Architect/Engineer when the particular coat applied is complete, ready for inspection and approval.

#### • Concrete and Masonry Surfaces

All loose grid or mortar, contaminants, dirt, grease, oil, dust and other deposits must be removed on the surface. Surfaces shall be coated with concrete neutralizer, apply either with brush or spray solution one kilogram of zinc sulfate to four and 1 half liters of water. Allow to dry before any painting primer coat is applied. When the surface is dried apply one coating. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound. After detects are corrected apply the finish coats as specified on the plans (Color scheme approved.)

#### • Metal

Surfaces shall be clean, dry and free from mill scale and rust. Remove all grease and oil from surfaces. Rusty metal exposed to weathering for some time must be sanded, wire brushed or scraped. Wash unprimed galvanized with etching solution and allow it to dry before application of applicable primer

#### 2.3b Workmanship

All paints shall be evenly applied. Coats shall be of proper consistency and well brushed out as to show a minimum of brush marks. All coats shall be thoroughly dry before the succeeding coat is applied. When surfaces are not fully covered or cannot be satisfactorily finished in the number of coats as may be required shall be applied to attain the desired evenness of surface. Where the surface is not in proper condition to receive the coat, the project supervisor/Owner's Representative shall be notified immediately. Hardware, lighting fixtures and other similar items shall be removed or protected during the painting, varnishing and other related work operations and re-installed after.

#### III. CARPENTRY AND JOINERY

#### SECTION 3.1

#### General

#### 3.1a **Scope**

This section includes all labor, materials and equipment and satisfactory performance of all operations necessary to complete rough carpentry, bracing and framing works as indicated in drawing and these specifications. Included in the work, plates, straps, joints, hangers, rods, dowels, rough hardware, fastener and other miscellaneous iron and steel items pertinent to rough carpentry work.

#### 3.1b **Storage and protection**

Stack framing and plywood ensure against deformation and maintain proper ventilation. Protect lumber and plywood from dampness and other elements. Lumber in contact with concrete or masonry shall be coated with approved preservative (Creosote or equivalent).

#### **SECTION 3.2**

#### **Materials**

#### 3.2a **Products**

#### Fiber Cement Board

Use min. thickness of 6.0mm or as specified on plans/ drawing or same as the existing ceiling, it shall be durable enough to withstand varying weather conditions, resistant to damage caused by fire, moisture, and termites. Use nails and fastener as recommended by manufacturer.

#### • Double Furring Channel

19mm x 25mm; 40mm min thk. x 5m length or as specified on plans/drawing.

#### Carrying Channel

12mm x 38mm; 1.0mm min thk. x 5m length or as specified on plans/drawing.

#### Screw

Screw and power actuated fastener shall be used to connect framing components and fasten other materials to the framing.

#### • Self-Drilling Screw

Are externally threaded fastener with the ability to drill their own hole and form or tap their own internal threads without deforming their own thread and without breaking during assembly. These screws are used with 33mm (20 gage) steel or thicker.

#### • Nails

Use locally manufactured common wire or finishing nails as required, smooth shank and zinc coated.

#### SECTION 3.3

#### Execution

#### 3.3a Installation & workmanship

#### **Ceiling**

- Fix and align accurately all steel angles at the maximum interval of 1.20 meter.
- Attached the metal furring to the carrying channel at right angle to each other using the furring clips. Metal furring can be spaced at 0.40 meters up to 0.60 meters apart or as specified on plans / drawing.
- Ceiling boards are attached to framing by screw.

#### Accent wood ceiling & wall

- Framing shall be closely fitted accurately set to required lines and levels and rigidly in place.
- Execute finish carpentry in the best, substantial, workmanlike manner. Erect true line, levels and dimensions squared, aligned, plumbed, well-spliced and nailed, and adequately braced properly fitted using mortise and tenon joints.
- Millworks. Accurately milled details, clean cut molding profiles, lines, scrape, sand smooth, mortise, tenon, splice, joints, block, nail screw, bolt together, as approved, in manner to allow free play of panels. Avoid swelling, shrinkage, ensure work remaining in place without warping, splitting, and opening of joints. Do not install millwork in case concrete and masonry work have been cured and will not release moisture harmful to woodwork.
- Secure works to grounds; otherwise fasten position to hold correct surfaces, lines and levels. Make finished work flat, plumb, true-to-line.

#### IV. GENERAL GUIDELINES

Equipment and materials to be used in the work shall be standard products. **Substitutes** will only be resorted or considered if the preferred original is not available and must be referred to the Project Architect/Engineer or ATI's Representative for approval. If, however, a decision shall be made between two equivalent products, the one with the higher price shall be chosen. Other brands intended for substitute, which is not approved by Project Architect/Engineer or ATI's Representative shall not be used. Submission of brochures and sample of materials shall be required of the Contractor (and approved by the ATI's Representative) prior to implementation.

## Section VII. Drawings

Drawings included in the Bidding Documents

## Section VIII. Bill of Quantities

Project: PROPOSED RE-PAINTING INTERIOR OF ATI-MAIN BUILDING, CENTRAL OFFICE

Location : ATI COMPOUND, Elliptical Road, Diliman, Quezon City

Subject : BILL OF QUANTITIES

Date	: NOV	EMBER 21, 2022			Constru	ction Duration	90 Calendar Days						
-			The second second	IAL COST	LABO	R COST			in the second				
QTV	UNIT	PARTICULARS	UNIT MATERIAL COST	MATERIAL COST	UNIT LABOR COST	LAHOR COST	COST COST	(DC)	INDERECT COST (IDC)	(DC + IDC)			
I. GENER	AL RE	QUIREMENTS											
1.00	int	Temporary constructions safety screen, platform, frame for perimeter fence, scaffolding and PPE's	. ,										
1.00	lot	Hauling of debris & Site Clearing											
		sub-total I											
II. ARCH	ITECT	URAL WORKS											
		Repainting of Interior Wall and Coiling of ATI-CO											
		Lower Ground Floor											
460.72	sqm	Repainting of Wall ( Hullway including alley of common toilet)											
605.00	sq.m	Repainting of Ceiling including repair/replace of damage ceiling											
		Upper Ground Floor											
219.44	sum	Repainting of Wall ( Halbery including alley of common tollet)											
580.50	stm	Repainting of Ceiling including repair/replace of damage ceiling											
		Second Ground Floor											
416.00	sq.m	Repainting of Wall [ Hallway including alley of common tollet]											
570.50	sqm	Repainting of Ceiling including repair/replace of damage ceiling											
		Stairs											
356.40	эдж	Exit Stairs Both wings (wall & stair soffit)											
		Manager and the second											

SUMMARY OF COST:

DIRECT COST Material Cost : Labor Cost: INDIRECT COST OCM(12%)

Profit(10%) Tax (5%):

PREPARED BY: NOTED BY:

JONEL PERALTA, CE

110.75

sq.m. Middle Stair (wall & stair soffit)

sub-total II

HEAD, GSS/INFIKA

ENGINEER II - INFRA

ARLENE GEMINIANA S. NILO, CPA

AGRICULTURAL TRAINING INSTITUTE AGRICULTURAL TRAINING INSTITUTE

RECOMMENDING APPROVAL: APPROVED BY:

ANTONIETA L ARCEO REMELYN R. RECOTER, MNSA, CESO III

OIC - ASSISTANT DIRECTOR OIC - DIRECTOR IV AGRICULTURAL TRAINING INSTITUTE

AGRICULTURAL TRAINING INSTITUTE

PROJECT : PROPONED HE-PAINTING INTERIOR OF ATEMAIN HULLBING, CENTRAL OFFICE LOCATION : ATT COMPOUND, ETIQUEAL Read, Dillman, Quesson City

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# Section IX. Checklist of Technical and Financial Documents

### **Checklist of Technical and Financial Documents**

I.	I. TECHNICAL COMPONENT ENVELOPE						
			Class "A" Documents				
	Leg	al Do	<u>cuments</u>				
		(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all				
		` /	pages);				
			<u>or</u>				
		(b)	<b>Registration Certificate</b> from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and				
		(c)	<b>Mayor's or Business Permit</b> issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; <a href="mailto:and">and</a>				
		(e)	<b>Tax Clearance</b> per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).				
	<u>Tec</u>	:hnica	al Documents				
		(f)	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>				
		(g)	<b>Statement of the bidder's Single Largest Completed Contract (SLCC)</b> similar to the contract to be bid, except under conditions provided under the rules; <b>and</b>				
		(h)	Philippine Contractors Accreditation Board (PCAB) License;				
			<ul><li>or</li><li>Special PCAB License in case of Joint Ventures;</li><li>and registration for the type and cost of the contract to be bid; and</li></ul>				
		(i)	<b>Original copy of Bid Security</b> . 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; <u>and</u>				
		(j)	Project Requirements, which shall include the following:				
		U)	a. Organizational chart for the contract to be bid;				
			b. <b>List of contractor's key personnel</b> ( <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;				
			c. <b>List of contractor's major equipment units</b> , 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>
		(k)	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.
ı		(l)	Certificate of Site Inspection.
	Finc	ancial	<u>l Documents</u>
		(m)	The prospective bidder's audited financial statements, showing,
			among others, the prospective bidder's total and current assets and
			liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not
			be earlier than two (2) years from the date of bid submission; <b>and</b>
		(n)	The prospective bidder's computation of Net Financial Contracting
			Capacity (NFCC).
			Class "B" Documents
		(o)	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. F	'INA	NCIA	AL COMPONENT ENVELOPE
		(p)	Original of duly signed and accomplished Financial Bid Form; and
<u>(</u>	Othe	er doc	cumentary requirements under RA No. 9184
		(q)	Original of <b>duly signed Bid Prices in the Bill of Quantities</b> ; and
		(r)	Duly accomplished <b>Detailed Estimates Form</b> , including a summary shee
			indicating the unit prices of construction materials, labor rates, and
			equipment rentals used in coming up with the Bid; <u>and</u>
		(s)	Cash Flow by Quarter.
		<u> </u>	

