

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of INFRASTRUCTURE PROJECTS

**Supply, Delivery, Fabrication,
and Installation of Steel Fire
Escape Stairs**

Government of the Republic of the Philippines

Project ID No. **DBM-2023-34**

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

Invitation to Bid
“Supply, Delivery, Fabrication, and Installation of Steel
Fire Escape Stairs”

1. The Department of Budget and Management (DBM), through the Continuing Appropriations, FY 2022 General Appropriations Act, intends to apply the sum of **Two Million Three Hundred Seventeen Thousand Five Hundred Pesos (P2,317,500.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **“Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs”** (Project ID No. **DBM-2023-34**). The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DBM now invites bids for the above-entitled Procurement Project. Completion of the Works is required as specified in Section VI (Specifications) of the Bidding Documents. Bidders should have completed **within the period of August 22, 2018 to August 21, 2023** 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 the DBM-Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DBM and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders on August 1, 2023 from given address and website below and upon payment of a fee in the amount of Five Thousand Pesos (P5,000.00).

Payment may be made in either mode, as follows:

- a) Online payment through the Landbank Link.Biz Portal. However, this mode of payment may only be done until August 18, 2023 (four [4] calendar days before the Submission of Bids), 11:00 p.m., for crediting and recording purposes. Procedural guidelines for online payment may be accessed via [https://dbm.gov.ph/images/Advisory for Bidders Suppliers-LinkBiz.pdf](https://dbm.gov.ph/images/Advisory%20for%20Bidders%20Suppliers-LinkBiz.pdf). Bidders shall present its confirmation receipt to the BAC Secretariat in person, by facsimile, or through electronic means, which shall be used as proof of payment for the bidding documents fee.
 - b) Payment, in person, to the DBM-Cash Division, through the BAC Secretariat, DBM-Administrative Service-Procurement Management Division, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
6. The DBM will hold a Pre-Bid Conference on August 8, 2023, 9:30 a.m., which shall be open to prospective bidders.

To reduce the risks and hazards of community transmission of COVID-19, the DBM-BAC shall conduct meetings and conferences via videoconferencing until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

The prospective bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of the Pre-bid Conference.

7. Bids must be duly received by the BAC Secretariat or the DBM-Central Records Division through manual submission at the office address indicated below on or before August 22, 2023, 9:30 a.m. 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 August 22, 2023, 9:30 a.m., at the given address below and via videoconferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, who are physically present at the BAC Conference Room, DBM Building III, General Solano St., San Miguel, Manila shall likewise join the meeting via videoconferencing.

Bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of bid opening.

10. The DBM reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

DBM-BAC Secretariat
DBM-Administrative Service-Procurement Management Division
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila
Telefax No. 8657-3300 local 3115
Email address: procurement@dbm.gov.ph

12. You may visit the following website to download the Bidding Documents:
<https://www.dbm.gov.ph/index.php/procurement/invitation-to-bid>

August 1, 2023

RAMON VICENTE B. ASUNCION
Vice Chairperson, DBM-BAC

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, Department of Budget and Management, invites Bids for the “**Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs**” with Project Identification Number *DBM-2023-34*.

The Procurement Project (referred to herein as “Project”) is composed of 1 lot 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 FY 2023 in the amount of **Two Million Three Hundred Seventeen Thousand Five Hundred Pesos (P2,317,500.00)**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

2.2. The source of funding is the Continuing Appropriations, FY 2022 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 subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Contractor 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 August 8, 2023, 9:30 a.m., as indicated in paragraph 6 of the **IB**.

To reduce the risks and hazards of community transmission of COVID-19, the DBM-BAC shall conduct meetings and conferences via video conferencing until further notice, or until such time that the state of calamity, or implementation of community

quarantine or similar government restrictions shall have been lifted by the proper government authorities.

The prospective bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice from the BAC Secretariat to join the BAC meeting link, which shall be provided to the prospective bidders before the start of the Pre-bid Conference.

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

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. Payment of the contract price shall be made in Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **December 20, 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 one (1) 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

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.2	<p>For this purpose, contracts similar to the Project shall:</p> <ul style="list-style-type: none"> a. refer to the supply, delivery, and installation of fire escape stairs/ladder. <p>If the supply, delivery, and installation of fire escape stairs/ladder form part of a bigger contract, only the cost component of the supply, delivery, and installation of fire escape stairs/ladder shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC; and</p> <ul style="list-style-type: none"> b. have been completed within the period of August 22, 2018 to August 21, 2023.
7.1	Subcontracting is not allowed.
10.1	<p>Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:</p> <ul style="list-style-type: none"> (i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, Unified Multi-Purpose ID, etc.); or (ii) the oath of affirmation of one (1) credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification. <p>In the interest of safeguarding the public's health in view of the COVID-19 pandemic, notarization of the required documents is allowed through videoconferencing in cases where the notary public holds office in an area under community quarantine in accordance with the Supreme Court issuance on interim rules on notarization of documents, SC A.M. No. 20-07-04-SC (2020 Interim Rules on Remote Notarization of Paper Documents).</p> <p>In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.</p>
10.3	<p>PCAB Registration is "C or D". For Joint Venture Bidders, a Joint License issued by the PCAB pursuant to Section 38 of Republic Act No. 4566 must be submitted, and not the PCAB license and registration individually issued to each joint venture partner. Failure of the Joint Venture Bidders to submit a Joint License is a ground for its disqualification despite the submission of the individual licenses of each joint venture partner.</p>

10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <p><u>Minimum Qualifications</u></p> <table border="1" data-bbox="384 293 1401 1144"> <thead> <tr> <th data-bbox="384 293 724 367"><u>Key Personnel</u></th> <th data-bbox="724 293 1064 367"><u>Minimum General Experience</u></th> <th data-bbox="1064 293 1401 367"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="384 367 724 701">One (1) Registered Civil Engineer</td> <td data-bbox="724 367 1064 701">Five (5) years of experience in building construction</td> <td data-bbox="1064 367 1401 701">Training Certificate in Basic Occupational Safety and Health Training with a Fire Safety Measures or BOSH Training; and with valid Professional Regulation Commission License</td> </tr> <tr> <td data-bbox="384 701 724 1034">One (1) Safety Officer (SO2)</td> <td data-bbox="724 701 1064 1034">With Safety Training Certificate (COSH SO-2) from any training provider accredited by the Department of Labor and Employment (DOLE) and two (2) years of experience as SO2</td> <td data-bbox="1064 701 1401 1034">None</td> </tr> <tr> <td data-bbox="384 1034 724 1144">One (1) Foreman</td> <td data-bbox="724 1034 1064 1144">Ten (10) years of experience in building construction</td> <td data-bbox="1064 1034 1401 1144">None</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>Minimum General Experience</u>	<u>Relevant Experience</u>	One (1) Registered Civil Engineer	Five (5) years of experience in building construction	Training Certificate in Basic Occupational Safety and Health Training with a Fire Safety Measures or BOSH Training; and with valid Professional Regulation Commission License	One (1) Safety Officer (SO2)	With Safety Training Certificate (COSH SO-2) from any training provider accredited by the Department of Labor and Employment (DOLE) and two (2) years of experience as SO2	None	One (1) Foreman	Ten (10) years of experience in building construction	None															
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" data-bbox="384 1182 1401 1603"> <thead> <tr> <th data-bbox="384 1182 724 1227"><u>Equipment</u></th> <th data-bbox="724 1182 1064 1227"><u>Capacity</u></th> <th data-bbox="1064 1182 1401 1227"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="384 1227 724 1261"><u>Electric impact drill</u></td> <td data-bbox="724 1227 1064 1261"><u>700watts</u></td> <td data-bbox="1064 1227 1401 1261"><u>3 units</u></td> </tr> <tr> <td data-bbox="384 1261 724 1335"><u>Heavy Duty Welding Machine</u></td> <td data-bbox="724 1261 1064 1335"><u>Min 200 AMP to Max 450AMP</u></td> <td data-bbox="1064 1261 1401 1335"><u>2 units</u></td> </tr> <tr> <td data-bbox="384 1335 724 1368"><u>Grinder 4"</u></td> <td data-bbox="724 1335 1064 1368"><u>980 watts</u></td> <td data-bbox="1064 1335 1401 1368"><u>3 units</u></td> </tr> <tr> <td data-bbox="384 1368 724 1402"><u>Chain Block</u></td> <td data-bbox="724 1368 1064 1402"><u>5 Tons</u></td> <td data-bbox="1064 1368 1401 1402"><u>As Needed</u></td> </tr> <tr> <td data-bbox="384 1402 724 1435"><u>Scaffolding</u></td> <td data-bbox="724 1402 1064 1435"></td> <td data-bbox="1064 1402 1401 1435"><u>As Needed</u></td> </tr> <tr> <td data-bbox="384 1435 724 1509"><u>Telescoping Boom truck</u></td> <td data-bbox="724 1435 1064 1509"><u>20 Tons</u></td> <td data-bbox="1064 1435 1401 1509"><u>As Needed</u></td> </tr> <tr> <td data-bbox="384 1509 724 1543"><u>Light Duty Truck</u></td> <td data-bbox="724 1509 1064 1543"><u>3 Tons</u></td> <td data-bbox="1064 1509 1401 1543"><u>1 unit</u></td> </tr> <tr> <td data-bbox="384 1543 724 1603"><u>Minor Tools</u></td> <td data-bbox="724 1543 1064 1603"></td> <td data-bbox="1064 1543 1401 1603"><u>As needed</u></td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	<u>Electric impact drill</u>	<u>700watts</u>	<u>3 units</u>	<u>Heavy Duty Welding Machine</u>	<u>Min 200 AMP to Max 450AMP</u>	<u>2 units</u>	<u>Grinder 4"</u>	<u>980 watts</u>	<u>3 units</u>	<u>Chain Block</u>	<u>5 Tons</u>	<u>As Needed</u>	<u>Scaffolding</u>		<u>As Needed</u>	<u>Telescoping Boom truck</u>	<u>20 Tons</u>	<u>As Needed</u>	<u>Light Duty Truck</u>	<u>3 Tons</u>	<u>1 unit</u>	<u>Minor Tools</u>		<u>As needed</u>
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12	No further instructions.																											
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> <ol style="list-style-type: none"> <li data-bbox="411 1756 1410 1861">a. The amount of not less than P46,350.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; <li data-bbox="411 1899 1410 1980">b. The amount of not less than P115,875.00 if bid security is in Surety Bond. 																											

16	<p>Bidders shall enclose their eligibility and technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 in one sealed envelope marked “TECHNICAL COMPONENT”, and their financial component described in ITB Clause 11 in another sealed envelope marked “FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “BID”.</p> <p>Further, all envelopes shall:</p> <ol style="list-style-type: none"> a) contain the name of the contract to be bid in capital letters; b) bear the name and address of the Bidder in capital letters; c) be addressed to the Procuring Entity’s BAC in accordance with Section I. Invitation to Bid Clause 9; d) bear the specific identification of the Project indicated in ITB Clause 1; and e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with the aforementioned date and time. <p>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of RA No. 9184, unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.1	<p>The Bid amount shall be evaluated based on the unit cost reflected in the Bill of Quantities. The Detailed Cost Estimate shall contain the detailed computation of the unit cost in the Bill of Quantities. In case of discrepancies, the unit cost in the Bill of Quantities shall prevail, in accordance with Section 32.2.3 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184. The amended/corrected Detailed Cost Estimate will be submitted during contract implementation, if warranted.</p>
19.2	<p>Partial bids are not allowed.</p>
19.3	<p>The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.2.6 of the 2016 Revised IRR of RA No. 9184.</p>
20	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy of Single Largest Completed Contract or Purchase Order 2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> i. Certificate of Final Acceptance/Completion from the bidder’s client; or ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract.

	<p>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment System (EFPS), consisting of the following:</p> <ul style="list-style-type: none"> i. 2022 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from January 2023 to June 2023. <p><u>Additional Conditions:</u></p> <p>* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.</p> <p>** In case the notice for the submission of post-qualification documents is sent via the bidder’s email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder’s responsibility to check its/his/her email for the purpose.</p> <p>*** In case of a tie and two (2) or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure determined by the procuring entity shall be non-discretionary and nondiscriminatory such that the same is based on sheer luck or chance.</p> <p>As a matter of information to the prospective bidders, the DBM-BAC has determined to use the method of a “raffle,” wherein the names of the bidders involved in the tie and declared as LCRBs will be written in separate similar unmarked papers, and will be folded and placed in a container.</p> <p>Thereafter, a DBM-BAC representative will draw the raffle in an order wherein the first drawn bidder shall be considered as the winning LCRB and awarded the contract. The second drawn bidder shall be the second ranked LCRB, and so on until all LCRBs are drawn and ranked. In case of the failure, refusal or inability of the winning LCRB to submit the documents required under Section 37.1 of the 2016 Revised IRR of RA No. 9184 or to enter into contract and post the required Performance Security, as provided in Section 40 of the same IRR, the BAC shall disqualify the said LCRB, and shall proceed to award the contract to the second ranked LCRB. This procedure shall be repeated until a Notice to Proceed has been issued.</p>
21	Please refer to item 2.2 of Section VI. Specifications.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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.

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	Please refer to item 2.2 of Section VI. Specifications.
4	The project shall be completed within 90 calendar days from receipt of the Notice to Proceed.
6	No further instructions.
7.2	The warranty shall cover fifteen (15) years from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
10	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 15 calendar 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 ABC or P23,175.00.
13	<p>The amount of the advance payment is 15% of the total contract price and schedule of payment.</p> <p>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.</p> <p>The advance payment shall be made only upon the submission to and acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity.</p> <p>The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.</p> <p>The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.</p>
14	No further instructions.
15.1	<p>The date by which operating and maintenance manuals are required is within fifteen (15) calendar days upon completion of the project.</p> <p>The date by which "as built" drawings are required is within fifteen (15) calendar days upon installation of the project.</p>

15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is P10,000.00.
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Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted

subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

Scope of Works

1. OBJECTIVE

To provide a safety escape route to the employees of the DBM Building II in case of fire or other emergencies.

2. PROJECT DURATION

2.1. The project duration covering the Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs in the DBM shall be for a period of ninety (90) calendar days from the issuance of the Notice to Proceed (NTP).

2.2. The **CONTRACTOR's** proposed Work Plan, which is a mandatory part of the Technical Proposal, should provide a more detailed schedule of activities. Unless approved in writing by the DBM on the written request of the CONTRACTOR, the coverage – *from mobilization to demobilization* - should not extend beyond the deliverable dates as indicated here below:

Work Clusters	Nth Cal-days from Contractor's Date of Receipt of Notice to Proceed	
	Start	Finish
1. Notice to Proceed	1 st	1 st
2. Mobilization of construction materials and consumables; deployment of manpower and equipment; secure necessary permits; provision of safety signage's and paraphernalia; and, submission of work plan including shop drawings and project Bar Chart/S-Curve and PERT/CPM Network Diagram for the Administrative Service's (AS's) approval prior to project implementation.	2 nd	15 th
3. Demolition of Concrete Canopy and Fabrication and Installation of Steel Fire Escape Stair.	16 th	74 th
4. Punch-listing, Rectification of Punch-list Items, Cleaning, Restoration of all affected facilities/areas/landscape, and other related- fixtures and, Project Turn-Over including submission of as-built plans duly signed and sealed by appropriate Professional Engineer/s and other contract documents.	75 th	90 th

2.3 Exact dates of delivery and/or completion should be reckoned from the date of CONTRACTOR's receipt of the NTP.

2.4 The liquidated damages shall be imposed for the inability of the CONTRACTOR to comply with the Approved Construction Schedule, unless a written request for time extension due to force majeure has been approved in writing by the AS.

3 QUALIFICATIONS OF THE CONTRACTOR

- 3.1 The CONTRACTOR must be competent and experienced in the field of construction works, with a minimum of five (5) years prior experience on similar projects, and should have a valid and current Philippine Contractors Accreditation Board (PCAB) License, Category “C” or “D”, with a classification of General Engineering (GE-1).
- 3.2 At the commencement of contract implementation, the CONTRACTOR shall secure and maintain, at its own expense, all necessary registrations, licenses, bonds, insurances, and/or permits as required by laws, rules, and regulations. The CONTRACTOR shall likewise comply with all pertinent laws, rules, and regulations, such as but not limited to, Environmental, Health and Safety regulations required by law.

4 GENERAL REQUIREMENTS

During contract implementation, the CONTRACTOR shall deliver the obligations arising from this contract with the following conditions:

- 4.1 Provide technical supervision, skilled manpower, tools, equipment and all materials needed to complete the project.
- 4.2 Submit as-built drawings/plans after completion of the project.
- 4.3 Provide coordination and collaborative works with the AS to complete respective works in accordance with approved drawings, specifications and method of installation.
- 4.4 Submit the required work schedule, delivery schedule, table of organization, manpower schedule, samples product data, safety plan, methodology and other requirements, being part of the Program of Works.
- 4.5 Provide safety requirements (safety shoes, vest, hard hat, safety harness, and lifeline), fire extinguishers, and all other fire protection provisions in working areas.
- 4.6 Confinement of all works within the areas designated by the AS while strictly following the Local and National Building Code, national laws for public safety, Workmen's Compensation Act 1906, and proper working conditions.
- 4.7 Comply with safety provisions for warehousing/storage of their materials and equipment.
- 4.8 Medical Requirements of the CONTRACTOR workers will be part of preliminaries of CONTRACTOR.
- 4.9 Hauling and disposal of garbage inside the building perimeter.

- 4.10 Protect and maintain in the required acceptable conditions of all repainting works and accessories during construction until hand over.
- 4.11 Ensure that the performance, appearance and proper functioning of the works are not affected by any movements, settlement or deflection in the building structure. Also, the Contractor shall take into account the construction accuracy of works by others to which the repainting works are attached.

5 SCOPE OF WORK

- 5.1 The CONTRACTOR shall undertake the works implementation of the project “Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs,” all in accordance with the specifications and subject to the terms and conditions of the contract.

5.1.1 Mobilization

- 5.1.1.1 The CONTRACTOR shall provide and place temporary barricades, railings, fencing, safety signage/warning signs and lights for the duration of the project.
 - 5.1.1.2 The CONTRACTOR shall make available Protective Gears for the workers.
 - 5.1.1.3 DBM shall provide for temporary power facility required for the entire works phase. The CONTRACTOR shall provide conduits, wires, connections and accessories and labor.
 - 5.1.1.4 DBM shall provide temporary water facility that will be used during the entire works stage.
 - 5.1.1.5 The CONTRACTOR shall install, operate and maintain adequate number of temporary hoists, scaffolds, runways, ladders, and the like as required for the proper execution of the work. Safety precautions shall at all times be observed.
 - 5.1.1.6 All temporary services and facilities installed by the CONTRACTOR shall be removed by the CONTRACTOR upon completion of this Contract or as directed by the AS. The CONTRACTOR shall restore any damage, alteration, caused by such removal and any damages incurred during the project implementation.
- 5.1.2 Actual site survey of site condition prior to the implementation of the project.
 - 5.1.3 Removal of concrete canopy at roof deck level. The dimension of the canopy is around 50cm x 240cm (width x length) with 10cm thickness.
 - 5.1.4 Major welding works shall be done off-site.

- 5.1.5 All works on site shall be done from 6:00 p.m. to 5:00 a.m. Monday to Friday and Saturday and Sunday 24 hrs.
- 5.1.6 All anchorage shall be done on the concrete column, chb wall (load bearing) and parapet wall, no anchorage shall be done on concrete beam. The beam structure is the angular bar.
- 5.1.7 Application of paints should consist of 2 coats: epoxy primer paint and final coating of quick dry enamel or as needed.
- 5.1.8 Re touching of Steel Fire Escape Stair after installation as needed.
- 5.1.9 Demobilization

6 PLANS AND MATERIAL REQUIREMENTS

6.1 PLANS & SPECIFICATIONS

- 6.1.1 The plans and specifications shall be considered as cooperatives. As such, all labor materials mentioned or indicated in one and not mentioned or indicated in the other or vice versa shall be considered by the Contractor.
- 6.1.2 Numerical indication appearing in the plans shall be carefully followed in accordance with the scale of the drawing. If they are not indicated, the numerical rotations in the specifications shall govern. In case of discrepancies on figures or drawings, the matter shall immediately be reported to the AS before making any adjustment.
- 6.1.3 Any changes in drawings and specifications shall be approved by the AS.

6.2 STEEL STRUCTURE OF FIRE ESCAPE STAIR

- 6.2.1 Landing, bracing support, platform, stringer, tread and steel frame shall be 5mm x 50mm mild steel flat bar and 5mm x 50mm x 50mm mild steel angular bar coated with epoxy primer prior to final coating.
- 6.2.2 Handrail frame/structure shall be sch. 40 G.I. Pipes 40mm diameter and baluster shall be 15mm x 15mm square bar coated with epoxy primer paint prior to final coating.
- 6.2.3 Access ladder to rooftop shall be 5mm x 50mm x 50mm mild steel angular bar and 15mm diameter round bar coated with epoxy primer prior to final coating.
- 6.2.4 All connection shall be fully welded using e60 electrodes.

6.3 PAINTING

6.3.1 Color of the paint shall be pre-approved by the AS prior to application.

6.3.2 All paint materials shall be subject to inspection and approval before they can be used in painting works. Painting should be done with 1 coat for epoxy primer and 1 coat final paint Quick Dry Enamel.

6.4 Concrete and Plaster (Restoration Works):

6.4.1 All exposed exterior concrete surface shall be painted with 2 coats of elastomeric paints.

7 RESPONSIBILITIES OF THE CONTRACTOR

7.1 The principal features of the work do not in any way limit the responsibilities of the CONTRACTOR to the general description of his/her scope of work. He/she shall perform all the work fully and make operational to the intent of the project.

7.2 The CONTRACTOR shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.

7.3 The CONTRACTOR shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. He/she shall provide/equip its workers with Personal Protective Equipment (PPE) during the course of construction/installation. He/she shall observe the DBM's house regulations to be issued together with the Work Permit.

7.4 The CONTRACTOR shall be responsible for securing DBM issued work permits and compliance with other DBM rules and regulations related to the construction works. All workers/engineers working at site are required to wear company uniforms indicating their company name.

7.5 The CONTRACTOR is not allowed to construct quarters for workers within DBM premises; sleeping inside the DBM premises is also not allowed. CONTRACTOR's workers are limited to the designated working area only.

7.6 The CONTRACTOR shall be responsible for clearing, cleaning, disposal of debris and other left over materials in the designated project site. A daily inspection of the work area shall be conducted by the CONTRACTOR and the DBM to ensure that the working area and storage area assigned to the CONTRACTOR is clean and in order at all times.

7.7 The CONTRACTOR shall protect adjacent areas against any damage by his/her employees, or by his/her materials, equipment and tools during the execution of the work. Any damage done by him/her or his/her employees shall be repaired and restored, at no additional cost to the DBM.

7.8 Permits, Laws, Ordinances and Standards – the installation provided for and

specified herein shall comply with laws and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the CONTRACTOR. Said requirements shall be turned-over to the AS upon project completion.

- 7.9 All other items of work not specifically mentioned but are necessary to complete the works in accordance with the plans and specifications and other related documents shall be provided by the CONTRACTOR, at no additional cost to the DBM.
- 7.10 The Contractor's All-Risk Insurance (CARI) shall be submitted to the AS within ten (10) calendar days upon receipt of Notice of Award (NOA) to be issued by the BAC Secretariat.
- 7.11 The CONTRACTOR shall submit to the AS, the proposed delivery of materials, tools and equipment, and manpower schedules for proper monitoring five (5) calendar days after the Pre-construction/kick-off meeting.
- 7.12 Prior to issuance of the Certificate of Completion (COC) the following shall be submitted to the AS. The AS reserves the right not to issue a Certificate of Satisfactory Performance on the basis of the non-submission of any of the items below:
 - 7.12.1 Final Project Report including photo documentations before, during and after implementation works. Each photo-documentation should have the date and time stamps in jpg-format.
 - 7.12.2 As-built Plans – Plans should be approved by the AS. The CONTRACTOR shall submit shop drawings as required by the AS. A complete set of As-Built Drawings in printed form (20" x 30") and/or A3 whichever is required by the AS and an electronic copy in AutoCAD.
 - 7.12.3 Warranty Certificate of at least Fifteen (15) years for workmanship and defects traceable to materials.
- 7.13 The CONTRACTOR is required to have a suitable Construction Safety and Health Program, which must be in accordance with Occupation Safety and Health (OSH) Standard, rules and issuances by the DOLE. The program shall state the following:
 - 7.13.1 Composition of Construction Safety and Health Committee Specific safety policies which the CONTRACTOR shall observe at the area of construction which include but not limited to Fall Protection, Chemical Hazards, and Materials Handling and Storage.
 - 7.13.2 Penalties and sanctions for violations of the program.
 - 7.13.3 The manner of disposing waste arising from the construction.
 - 7.13.4 The safety program shall also include the appointment of a full-time safety officer-in-charge of the implementation of the said program.

8 PAYMENTS

- 8.1 Payments to the CONTRACTOR will be made only for the actual accomplishment and/or material utilized, certified by the DBM as performed by the CONTRACTOR in accordance with the plans, specifications and program of works/construction schedule.
- 8.2 Payments in accordance with the above paragraph shall be considered full compensation for furnishing materials, labor, tools and equipment, and for performing all work contemplated and embraced under the Contract.
- 8.3 Payment shall be made upon complete submission of all documents required by DBM as indicated in this Scope of Works and other contract documents.
- 8.4 It is the responsibility of the CONTRACTOR to ensure that their performance bond is updated and valid until the DBM issue the final Certificate of Acceptance. The CONTRACTOR shall submit the endorsement or amendments to DBM on extension or revisions to its validity, as maybe necessary, not later than seven (7) days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the Performance Bond is updated.

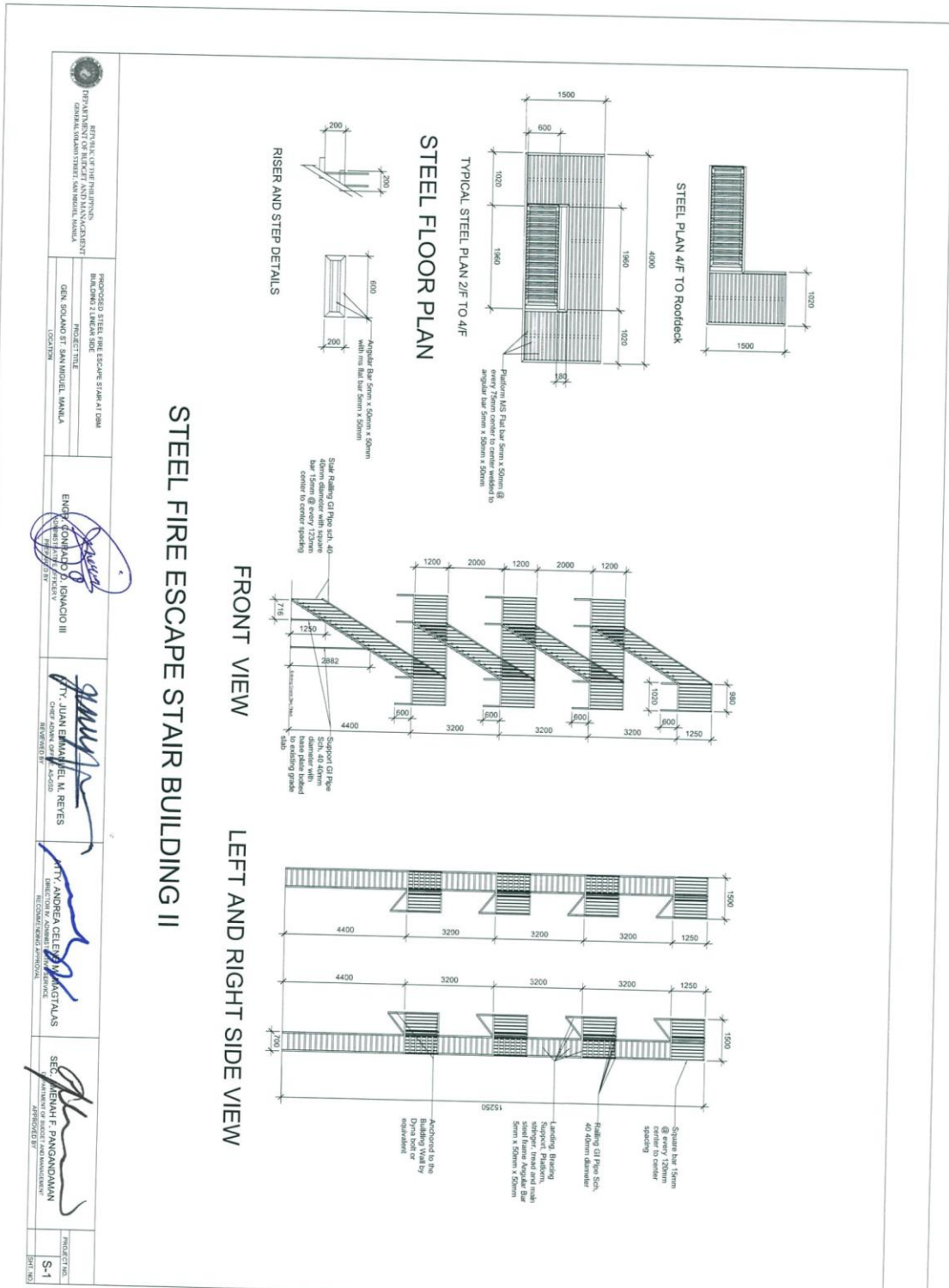
9 LIQUIDATED DAMAGES

- 9.1 Failure to comply with the terms and conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount to 1/10 of 1% of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, DBM may rescind the contract, without prejudice to other courses of action and remedies open to it.

10 WARRANTY

- 10.1 The CONTRACTOR shall guarantee the work done to be free from defects for a period of fifteen (15) years, reckoned from the date of acceptance of the project.

Section VII. Drawings



Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

ANNEX A

Bill of Quantities/Bid Form Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs at DBM Building II

LOCATION: DBM Bldg. 2 Gen. Solano St., San Miguel, Manila

SUBJECT: Bill of Quantities / Bid Form

ITEM NO.	DESCRIPTION	MATERIALS				LABOR	ESTIMATED DIRECT COST	MARK-UPS IN PERCENT		TOTAL MARK-UPS		VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
		QTY	UNIT MEASURE	UNIT COST	AMOUNT			OCM	PROFIT	%	VALUE				
		(1)		(2)	(3)	(4)	(5) (3 + 4)	(6)	(7)	(8) (6 + 7)	(9) (5 X 8)	(10) 5%(5 + 9)	(11) (9 + 10)	(12) (5 + 11)	(13) (12 / 1)
1.0.	GENERAL REQUIREMENTS														
	1.1. Mobilization and demobilization.	1.00	lot												
	1.2. Bonds, Permits and Insurances.	1.00	lot												
	1.3. Environmental, Safety and Health.	1.00	lot												
2.0.	Fabrication and Installation of Steel Fire Escape Stair														
	2.1. Demolition of Concrete Canopy and hauling the same for proper disposal by the contractor to a designated location	1.00	lot												
	2.2. Fabrication of Steel fire escape as per scope of work and specifications.														
	2.2.1. Landing, bracing support, platform frame, stringer, tread 5mm x 50mm x 50mm mild steel angular bar coated with epoxy primer prior to final coating	220	L.M.												
	2.2.2. Platform and steps shall be 5mm x. 50mm mild steel flat bar coated with epoxy primer prior to final coating	230	L.M.												

Signature of Authorized Signatory: _____

	2.2.3. Handrail frame/structure shall be sch. 40 G.I. Pipes 40mm diameter coated with epoxy primer prior to final coating	80	L.M.											
	2.2.4. Baluster shall be 15mm x 15mm square bar coated with epoxy primer paint prior to final coating.	365	L.M.											
	2.2.5.Ladder rung 15mm diameter coated with epoxy primer prior to final coating	6	L.M.											
	2.2.6. Miscellaneous & Consumables	1.0	lot											
	2.3. Installation of steel fire escape as per scope of work and specifications.	1	lot											
	TOTAL PROJECT COST													

CONTRACTOR: _____

Complete Address: _____

Name of Authorized Representative and Signature: _____

Telephone No.: _____

Email Account: _____

ANNEX B

Detailed Cost Estimates

Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs, at DBM building II

SUBJECT: Detail Unit Price Analysis (DUPA)

PAY ITEM:	1.0. GENERAL REQUIREMENTS	QTY	UNIT	UNIT COST	TOTAL COST (Php)
DESCRIPTION:	1.1. Mobilization and Demobilization.	1.00	lot		
A.	EQUIPMENT				
Ref. No.	Name and Specification of Equipment	No. of Units	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL EQUIPMENT COST				
B.	LABOR				
Ref. No.	Designation of Personnel	No. of Personnel	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL LABOR COST				
OUTPUT=	Quantity / Total Working Hours				
C.	MATERIALS				
Ref. No.	Designation of Materials	Unit	Quantity	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL MATERIALS COST				
D.	TOTAL DIRECT COST	(	A+B+C)	
E.	OVERHEAD, CONTINGENCES &	(		TDC)	
F.	PROFIT	(		TDC)	
G.	VALUE ADDED TAX	(		of	
H.	TOTAL COST	(	D+E+F+G+H)	
I.	UNIT COST				

Signature of Authorized Signatory: _____

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs

SUBJECT: Detail Unit Price Analysis (DUPA)

PAY ITEM:	1.0. GENERAL REQUIREMENTS	QTY	UNIT	UNIT COST	TOTAL COST (Php)
DESCRIPTION:	1.2. Bonds, Permits and Insurances.	1.00	lot		
A.	EQUIPMENT				
Ref. No.	Name and Specification of Equipment	No. of Units	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL EQUIPMENT COST				
B.	LABOR				
Ref. No.	Designation of Personnel	No. of Personn	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL LABOR COST				
OUTPUT=	Quantity / Total Working Hours				
C.	MATERIALS				
Ref. No.	Designation of Materials	Unit	Quantity	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL MATERIALS COST				
D.	TOTAL DIRECT COST		(A+B+C)		
E.	OVERHEAD, CONTINGENCES &		(TDC)		
F.	PROFIT		(TDC)		
G.	VALUE ADDED TAX		(of)		
H.	TOTAL COST		(D+E+F+G+H)		
I.	UNIT COST				

Signature of Authorized Signatory: _____

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs

SUBJECT: Detail Unit Price Analysis (DUPA)

PAY ITEM:	1.0. GENERAL REQUIREMENTS	QTY	UNIT	UNIT COST	TOTAL COST (Php)
DESCRIPTION:	1.3. Environmental, Safety and Health.	1.00	lot		
A.	EQUIPMENT				
Ref. No.	Name and Specification of Equipment	No. of Units	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL EQUIPMENT COST				
B.	LABOR				
Ref. No.	Designation of Personnel	No. of Personnel	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL LABOR COST				
OUTPUT=	Quantity / Total Working Hours				
C.	MATERIALS				
Ref. No.	Designation of Materials	Unit	Quantity	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL MATERIALS COST				
D.	TOTAL DIRECT COST		(A+B+C)		
E.	OVERHEAD, CONTINGENCES & MISC.		(TDC)		
F.	PROFIT		(TDC)		
G.	VALUE ADDED TAX		(of D+E+F+G)		
H.	TOTAL COST		(D+E+F+G+H)		
I.	UNIT COST				

Signature of Authorized Signatory: _____

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs

SUBJECT: Detail Unit Price Analysis (DUPA)

PAY ITEM:	2.0. Fabrication and Installation of Steel Fire Escape Stair	QTY	UNIT	UNIT COST	TOTAL COST (Php)
DESCRIPTION:	2.1 Demolition of Concrete and hauling the same for proper disposal by the contractor to a designated location.	1	lot		
A.	EQUIPMENT				
Ref. No.	Name and Specification of Equipment	No. of Units	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL EQUIPMENT COST				
B.	LABOR				
Ref. No.	Designation of Personnel	No. of Personnel	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL LABOR COST				
OUTPUT=	Quantity / Total Working Hours				
C.	MATERIALS				
Ref. No.	Designation of Materials	Unit	Quantity	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL MATERIALS COST				
D.	TOTAL DIRECT COST	(	A+B+C)	
E.	OVERHEAD, CONTINGENCES & MISC.	(		TDC)	
F.	PROFIT	(		TDC)	
G.	VALUE ADDED TAX	(		of D+E+F+G)	
H.	TOTAL COST	(	D+E+F+G+H)	
I.	UNIT COST				

Signature of Authorized Signatory: _____

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs

SUBJECT: Detail Unit Price Analysis (DUPA)

PAY ITEM:	2.0. Fabrication and Installation of Steel Fire Escape Stair	QTY	UNIT	UNIT COST	TOTAL COST (Php)
DESCRIPTION:	2.2 Fabrication of Steel fire escape as per scope of work and specifications.				
	2.2.1.Landing, bracing support, platform frame, stringer, tread 5mm x 50mm x 50mm mild steel angular bar coated with epoxy primer prior to final coating	220	L.M.		
A.	EQUIPMENT				
Ref. No.	Name and Specification of Equipment	No. of Units	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL EQUIPMENT COST				
B.	LABOR				
Ref. No.	Designation of Personnel	No. of Personnel	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL LABOR COST				
OUTPUT=	Quantity / Total Working Hours				
C.	MATERIALS				
Ref. No.	Designation of Materials	Unit	Quantity	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL MATERIALS COST				
D.	TOTAL DIRECT COST		(A+B+C)		
E.	OVERHEAD, CONTINGENCES & MISC.		(TDC)		
F.	PROFIT		(TDC)		
G.	VALUE ADDED TAX		(of D+E+F+G)		
H.	TOTAL COST		(D+E+F+G+H)		
I.	UNIT COST				

Signature of Authorized Signatory: _____

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs

SUBJECT: Detail Unit Price Analysis (DUPA)

PAY ITEM:	2.0. Fabrication and Installation of Steel Fire Escape Stair	QTY	UNIT	UNIT COST	TOTAL COST (Php)
DESCRIPTION:	2.2 Fabrication of Steel fire escape as per scope of work and specifications.				
	2.2.2, Platform and steps shall be 5mm x. 50mm mild steel flat bar coated with epoxy primer prior to final coating	230	L.M.		
A.	EQUIPMENT				
Ref. No.	Name and Specification of Equipment	No. of Units	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL EQUIPMENT COST				
B.	LABOR				
Ref. No.	Designation of Personnel	No. of Personnel	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL LABOR COST				
OUTPUT=	Quantity / Total Working Hours				
C.	MATERIALS				
Ref. No.	Designation of Materials	Unit	Quantity	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL MATERIALS COST				
D.	TOTAL DIRECT COST	(	A+B+C)	
E.	OVERHEAD, CONTINGENCES & MISC.	(		TDC)	
F.	PROFIT	(		TDC)	
G.	VALUE ADDED TAX	(		of D+E+F+G)	
H.	TOTAL COST	(	D+E+F+G+H)	
I.	UNIT COST				

Signature of Authorized Signatory: _____

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs
 SUBJECT: Detail Unit Price Analysis (DUPA)

PAY ITEM:	2.0. Fabrication and Installation of Steel Fire Escape Stair	QTY	UNIT	UNIT COST	TOTAL COST (Php)
DESCRIPTION:	2.2 Fabrication of Steel fire escape as per scope of work and specifications.				
	2.2.3. Handrail frame/structure shall be sch. 40 G.I. Pipes 40mm diameter coated with epoxy primer prior to final coating	80	L.M.		
A.	EQUIPMENT				
Ref. No.	Name and Specification of Equipment	No. of Units	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL EQUIPMENT COST				
B.	LABOR				
Ref. No.	Designation of Personnel	No. of Personnel	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL LABOR COST				
OUTPUT=	Quantity / Total Working Hours				
C.	MATERIALS				
Ref. No.	Designation of Materials	Unit	Quantity	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL MATERIALS COST				
D.	TOTAL DIRECT COST	(	A+B+C)	
E.	OVERHEAD, CONTINGENCES & MISC.	(		)	TDC
F.	PROFIT	(		)	TDC
G.	VALUE ADDED TAX	(		)	of D+E+F+G
H.	TOTAL COST	(	D+E+F+G+H)	
I.	UNIT COST				

Signature of Authorized Signatory: _____

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs
 SUBJECT: Detail Unit Price Analysis (DUPA)

PAY ITEM:	2.0. Fabrication and Installation of Steel Fire Escape Stair	QTY	UNIT	UNIT COST	TOTAL COST (Php)
DESCRIPTION:	2.2 Fabrication of Steel fire escape as per scope of work and specifications.				
	2.2.4. Baluster shall be 15mm x 15mm square bar coated with epoxy primer paint prior to final coating.	365	L.M.		
A.	EQUIPMENT				
Ref. No.	Name and Specification of Equipment	No. of Units	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL EQUIPMENT COST				
B.	LABOR				
Ref. No.	Designation of Personnel	No. of Personnel	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL LABOR COST				
OUTPUT=	Quantity / Total Working Hours				
C.	MATERIALS				
Ref. No.	Designation of Materials	Unit	Quantity	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL MATERIALS COST				
D.	TOTAL DIRECT COST	(	A+B+C)	
E.	OVERHEAD, CONTINGENCES & MISC.	(		)	TDC
F.	PROFIT	(		)	TDC
G.	VALUE ADDED TAX	(		)	of D+E+F+G
H.	TOTAL COST	(	D+E+F+G+H)	
I.	UNIT COST				

Signature of Authorized Signatory: _____

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs

SUBJECT: Detail Unit Price Analysis (DUPA)

PAY ITEM:	2.0. Fabrication and Installation of Steel Fire Escape Stair	QTY	UNIT	UNIT COST	TOTAL COST (Php)
DESCRIPTION:	2.2 Fabrication of Steel fire escape as per scope of work and specifications.				
	2.2.5.Ladder rung 15mm diameter coated with epoxy primer prior to final coating	6	L.M.		
A.	EQUIPMENT				
Ref. No.	Name and Specification of Equipment	No. of Units	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL EQUIPMENT COST				
B.	LABOR				
Ref. No.	Designation of Personnel	No. of Personnel	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL LABOR COST				
OUTPUT=	Quantity / Total Working Hours				
C.	MATERIALS				
Ref. No.	Designation of Materials	Unit	Quantity	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL MATERIALS COST				
D.	TOTAL DIRECT COST	(	A+B+C)	
E.	OVERHEAD, CONTINGENCES & MISC.	(		)	TDC
F.	PROFIT	(		)	TDC
G.	VALUE ADDED TAX	(		)	of D+E+F+G
H.	TOTAL COST	(	D+E+F+G+H)	
I.	UNIT COST				

Signature of Authorized Signatory: _____

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs

SUBJECT: Detail Unit Price Analysis (DUPA)

PAY ITEM:	2.0. Fabrication and Installation of Steel Fire Escape Stair	QTY	UNIT	UNIT COST	TOTAL COST (Php)
DESCRIPTION:	2.2 Fabrication of Steel fire escape as per scope of work and specifications.				
	2.2.6. Miscellaneous & Consumables	1	Lot		
A.	EQUIPMENT				
Ref. No.	Name and Specification of Equipment	No. of Units	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL EQUIPMENT COST				
B.	LABOR				
Ref. No.	Designation of Personnel	No. of Personnel	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL LABOR COST				
OUTPUT=	Quantity / Total Working Hours				
C.	MATERIALS				
Ref. No.	Designation of Materials	Unit	Quantity	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL MATERIALS COST				
D.	TOTAL DIRECT COST		(A+B+C)		
E.	OVERHEAD, CONTINGENCES & MISC.		(	TDC)	
F.	PROFIT		(	TDC)	
G.	VALUE ADDED TAX		(	of D+E+F+G)	
H.	TOTAL COST		(D+E+F+G+H)		
I.	UNIT COST				

Signature of Authorized Signatory: _____

PROJECT: Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs

SUBJECT: Detail Unit Price Analysis (DUPA)

PAY ITEM:	2.0. Fabrication and Installation of Steel Fire Escape Stair	QTY	UNIT	UNIT COST	TOTAL COST (Php)
DESCRIPTION:	2.3 Installation of steel fire escape as per scope of work and specifications.	1	lot		
A.	EQUIPMENT				
Ref. No.	Name and Specification of Equipment	No. of Units	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL EQUIPMENT COST				
B.	LABOR				
Ref. No.	Designation of Personnel	No. of Personnel	No. of Days	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL LABOR COST				
OUTPUT=	Quantity / Total Working Hours				
C.	MATERIALS				
Ref. No.	Designation of Materials	Unit	Quantity	Unit Cost	Total Cost (Php)
	1.				
	2.				
	3.				
	4.				
	5.				
	TOTAL MATERIALS COST				
D.	TOTAL DIRECT COST	(	A+B+C)	
E.	OVERHEAD, CONTINGENCES & MISC.	(		TDC)	
F.	PROFIT	(		TDC)	
G.	VALUE ADDED TAX	(		of D+E+F+G)	
H.	TOTAL COST	(	D+E+F+G+H)	
I.	UNIT COST				

Signature of Authorized Signatory: _____

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (d) Philippine Contractors Accreditation Board (PCAB) License; **or**
Special PCAB License in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**
Original copy of Notarized Bid Securing Declaration; **and**
- (f) Project Requirements, which shall include the following:
- a. Organizational chart for the contract to be bid;
- b. List of contractor's key personnel (*i.e.*, One (1) Registered Civil Engineer, One (1) Safety Officer (SO2), and One (1) Foreman), to be assigned to the contract to be bid, with their complete qualification and experience data;
- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

- (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

**Statement of all Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started**
[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
<u>Government</u>					
<u>Private</u>					

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the DBM]** and private contracts which may be **similar or not similar** to the project being bid) up to **August 21, 2023**.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).
- iv. Please note that item 6.4 of the Government Procurement Policy Board (GPPB) Circular No. 04-2020 dated September 16, 2020 states that, "[t]he PEs shall check **compliance of the submitted forms with the mandatory provisions stated above. Non-submission of the Required Forms or non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification.**"

Moreover, GPPB Non-Policy Matter Opinion No. 041-2014 dated October 9, 2014 partially states that **“even contracts that include non-disclosure agreements or confidentiality clauses are required to be disclosed.** It is likewise good to clarify that

the requirement refers to a “statement” to be made by the bidder relative to all its ongoing and private contracts, and not the actual submission of the physical contracts.”

**Statement of Single Largest Completed Contract
which is Similar in Nature**
[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance*	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a. Pursuant to Section 23.4.2.4 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is similar to the Project, and whose value, adjusted to current prices using the PSA's CPI, must be at least fifty percent (50%) of the ABC to be bid: Provided, however, that contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.
 - b. The SLCC should have been completed (i.e., accepted) within the period of **August 22, 2018 to August 21, 2023**.
 - c. The similar contract for this Project shall refer to the supply, delivery, and installation of fire escape stairs/ladder. If the supply, delivery, and installation of fire escape stairs/ladder form part of a bigger contract, only the cost component of the supply, delivery, and installation of fire escape stairs/ladder shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC.
- * Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during post-qualification).

Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: DBM-2023-34

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

Jurat

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

Omnibus Sworn Statement
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder **in compliance with the Philippine Bidding Documents, which includes:**
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

Bid Form for the Procurement of Infrastructure Projects
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : **DBM-2023-34**

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: **Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs;**
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: [insert information];
- d. The discounts offered and the methodology for their application are: [insert information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the any of following amount of the Contract Price for the due performance of the Contract:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten percent (10%)
b. 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.	

Signature of Authorized Signatory: _____

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs** of the Department of Budget and Management.
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Contract Agreement Form for the Procurement of Infrastructure Projects
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT No. 2023-__

This CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY**, _____, hereinafter called the “**DBM**”;

- and -

_____, a sole proprietorship/partnership/corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at _____, represented by its **AUTHORIZED REPRESENTATIVE**, _____, hereinafter referred to as the “**CONTRACTOR**”;

Collectively, the “**PARTIES**”;

WITNESSETH:

WHEREAS, the DBM is desirous that the Contractor execute the Project, “Supply, Delivery, Fabrication, and Installation of Steel Fire Escape Stairs” (hereinafter called “the Works”) and the DBM has accepted the Bid for _____ (P_____), by the Contractor for the execution and completion of such Works and the remedying of any defects therein;

WHEREAS, the Notice of Award was issued to the Contractor last _____, 2023, and the Contractor posted its performance security on _____, 2023;

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Contract, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the DBM’s bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;

- (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the DBM.
3. In consideration of the payments to be made by the DBM to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the DBM to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
 4. The DBM hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
 5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
 6. In compliance with item 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020 (Directing Strict Compliance By All Agencies and Instrumentalities of the Executive Department with Transparency, Accountability and Good Governance Policies and Measures in the Procurement Process), the DBM shall publish in its official website and social media platform the following post-award information:
 - (a) Project name;
 - (b) Approved budget for the contract;
 - (c) Contract period;
 - (d) Name of the winning bidder and its official business address;
 - (e) Amount of contract awarded;
 - (f) Date of award and acceptance; and
 - (g) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of _____, 2023 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET
AND MANAGEMENT**

by:

by:

Secretary

Authorized and Designated Representative

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
C I T Y O F M A N I L A) S.S.

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this _____ day of _____, 2023 personally appeared the following:

NAME	VALID ID	VALID UNTIL
_____	DBM ID No. ____	

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the _____ was signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of _____, 2023.

Doc. No _____;
Page No _____;
Book No _____;
Series of 2023.

