



REPUBLIC OF THE PHILIPPINES
Department of Health
NATIONAL CENTER FOR MENTAL HEALTH
Nueve de Febrero Street, Mandaluyong City, Philippines
BIDS AND AWARDS COMMITTEE



Telephone No. 531-9001 loc. 242

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E-mail: bacncmh@yahoo.com

Website: www.ncmh.gov.ph

CHECKLIST FOR BIDDERS

Project: **Public Bidding for Infrastructure Project No. 02-2020 (Construction of New Walkway of Pavilion 5)**

Approved Budget for the Contract (ABC):

PhP1,078,609.77

Date/Time and Venue of Opening of Bids:

October 19, 2020, 09:00 AM

NCMH BAC Conference Room

Instructions:

1. A bidder must submit one (1) original (i.e., "ORIGINAL") and two (2) additional copies of the original (i.e., "COPY NO. 1" and "COPY NO. 2"). All documents shall be current and updated.
2. The "ORIGINAL" copy of the bid form shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative.
3. To facilitate the evaluation of the bids, bidders are advised to compile the documents in two (2) separate folders (i.e., one for Eligibility/Technical Documents and another for Financial Documents), properly labelled and tabbed, and following the sequence provided herein.

Note: Technical and Eligibility Documents are based on GPPB Resolution No. 16-2020

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS' ENVELOPE

I. TECHNICAL COMPONENT ENVELOPE

CLASS "A" DOCUMENTS

A. LEGAL DOCUMENTS

1. REGISTRATION CERTIFICATE FROM PHILIPPINE GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM (PHILGEPS) – Platinum Membership; or
2. BUSINESS REGISTRATION CERTIFICATE from the Securities and Exchange Commission (SEC, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the BDS; and
3. MAYOR'S PERMIT (valid and current) issued by the city of municipality where the principal place of business of the prospective bidder is located; and
4. TAX CLEARANCE CERTIFICATE (valid and current) for Bidding Purposes, per Executive Order No. 398, s. 2005, as finally reviewed and approved by BIR.

B. TECHNICAL DOCUMENTS

1. Statement of ALL ITS ON-GOING 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, using the form prescribed in Annex: Bidding Forms; and

This statement shall be supported with:

Notice of Award or Notice to Proceed or Contract issued by the owners.

**All spaces should be filled up with correct information.*

2. Statement of the Bidder's SINGLE LARGEST COMPLETED CONTRACT (SLCC)* similar to the contract to be bid, in accordance with ITB Clause 5.4 and using the form prescribed in Annex: Bidding Forms.

Note: Similar project refers to "Construction of New Walkway", costing at least fifty percent (50%) of the ABC.

This statement shall be supported with:

- a. Notice of Award or Contract issued by the owners.
- b. Project Owner's Certificate of Final Acceptance, or the Certificate of Completion, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted.

**All spaces should be filled up with correct information.*

3. Valid Philippine Contractor's Accreditation Board (PCAB) License and Registration (At least Category C & D) or;

4. Valid Special PCAB License in case of Joint Ventures; and

5. Registration for the type and cost of the contract to be bid

6. BID SECURITY in any of the following form:

- 6.1 Notarized Bid Securing Declaration, using the form prescribed in Annex: Bidding Forms; or

- 6.2 Cash, Cashier's / Manager's Check, issued by a Universal or Commercial Bank (not less than 2% of the ABC); or

- 6.3 Bank Draft / Guarantee or an irrevocable Letter of Credit issued by a Universal or Commercial Bank, or by a foreign bank but shall be accompanied by a confirmation from a Universal or Commercial Bank (not less than 2% of the ABC); or

- 6.4 Surety Bond, callable upon demand [issued by a surety or insurance company, with a certification from the Insurance Commission as authorized to issue such instrument] (not less than 5% of the ABC).

7. PROJECT REQUIREMENTS, which shall include the following:

- 7.1 Organizational Chart for the contract to be bid;

- 7.2 List of Contractor's key Personnel (viz, Project Manager, Project Engineers, Materials Engineer, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;

- 7.3 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

8. Notarized OMNIBUS SWORN STATEMENT in accordance with Section 25.3 of the IRR of RA 9184, using the form prescribed in Annex: Bidding Forms.

9. **AUTHORITY OF THE SIGNATORY**, whichever is applicable:

- a. Special Power of Attorney, in case of Single Proprietorship.
- b. Resolution from the General Manager or President, if Partnership.
- c. Board resolution with Secretary's Certificate, in case of Corporation.
- d. Resolution signed by all the joint-venture partners, if case of Joint-Venture.

FINANCIAL DOCUMENTS

10. **AUDITED FINANCIAL STATEMENTS (for CY2018 and 2019)** showing among others the total and current assets and liabilities stamped "received" by the BIR or its duly accredited and authorized institutions for the preceding calendar year which should not be earlier than two (2) years from date of submission. Attached a copy of the latest Annual Income or Business Tax Returns filed and paid thru BIR's Electronic Filing and Payment Systems (eFPS).

11. Duly signed **NET FINANCIAL CONTRACTING CAPACITY (NFCC) COMPUTATION**, in accordance with ITB Clause 5.5, or a commitment from a Universal or Commercial Bank to extend a Credit Line in favor of the prospective bidder if awarded the contract to be bid.

CLASS "B" DOCUMENTS: IF APPLICABLE –

12. **JOINT VENTURE AGREEMENT (JVA)**, in case the joint venture is already in existence; or In the absence of a **JVA Duly Notarized Statements** (i.e., Protocol / Undertaking of Agreement) from all the potential joint venture partners should be included in the bid, stating: *That*, they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and *That*, failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security (Section 23.1 (b) of the 2016 Revised IRR).

Notes:

- a. The JVA or the Protocol must specify the company / partner and the name of the office designated as the authorized representative of the joint venture.
- b. Each partner of the joint venture shall submit their respective Legal (I.A) – Eligibility Documents.
- c. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided* that, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and latest Audited Financial Statements.

******IF NOT APPLICABLE INDICATE IN A SEPARATE SHEET WITH TABBING THAT JOINT VENTURE AGREEMENT IS NOT APPLICABLE******

ANNEXES

13. **Detailed location map**, using NCMH as the point of origin going to the place of business of the prospective bidder as the end-point; and

14. **Company Profile**, using company's brochure, fliers, catalogue, or any similar marketing / promotional documents.

FINANCIAL COMPONENT ENVELOPE

- (1) Original of Duly signed and accomplished FINANCIAL BID FORM. and
- (2) Original of duly signed Bid Price in the Bill of Quantities; and
- (3) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rental used in coming up with the Bid; and
- (4) Cash Flow by Quarter

Note well:

1. Any missing, incomplete, or patently insufficient document in the above-mentioned checklist shall be considered "FAILED" (as per Rule IX, Sec. 30.1 of R.A. No. 9184).
2. In case of discrepancies between this checklist and the bidding documents the latter shall prevail.

The above checklist was discussed and agreed upon by the members of the NCMH Bids and Awards Committee in consultation with its Technical Working Group, including the proponent /end-user/ implementing unit.



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SECTION II: **INSTRUCTION TO BIDDERS**

1. **Scope of Bid**

The Procuring Entity, **NATIONAL CENTER FOR MENTAL HEALTH**, wishes to receive Bids for the Public Bidding for Infrastructure Project 1 & 2 (Construction of New Covered Walkway at Pavilion 3 and 5) CY2020.

The Procurement Project (referred to herein as "Project") is composed of:

CATEGORY	PROPOSED BUDGET FOR THE CONTRACT (ABC)
1. Public Bidding for the Infrastructure Project No. 01-2020 (Construction of New Covered Walkway at Pavilion 3) CY2020	1,462,166.52
2. Public Bidding for the Infrastructure Project No. 02-2020 (Construction of New Covered Walkway at Pavilion 5) CY2020	1,078,609.77
TOTAL	Php 2,540,776.29

the details of which are described in Section VII (Technical Specifications).

2. **Funding Information**

2.1 The GOP through the source of funding as indicated below for GAA CY2020 in the amount of Php 2,540,776.29

2.2 The source of funding is:

a. **NGA, the National Expenditure Program.**

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 Manuals 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 IB 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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 Documents 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 of 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

- Subcontracting is not allowed

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on October 7, 2020 (Wednesday) – 9:00AM, at BAC Conference Room, Procurement Section of the National Center for Mental Health as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request 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 VIII (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. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13 – 2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3 A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for the Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4 A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5 A List of Contractor's major requirement 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 or 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 Declaration² or any form of Bid Security in the amount indicated in the BDS, which shall not be less than the percentage of the ABC in accordance with the schedule in the BDS.

15.2 The Bid and bid security shall be valid until *[120 calendars from the date of Submission and Opening of Bids]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission 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

17.1 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 is 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 Systems (eFPS), and other appropriate licenses and permits required by law 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.



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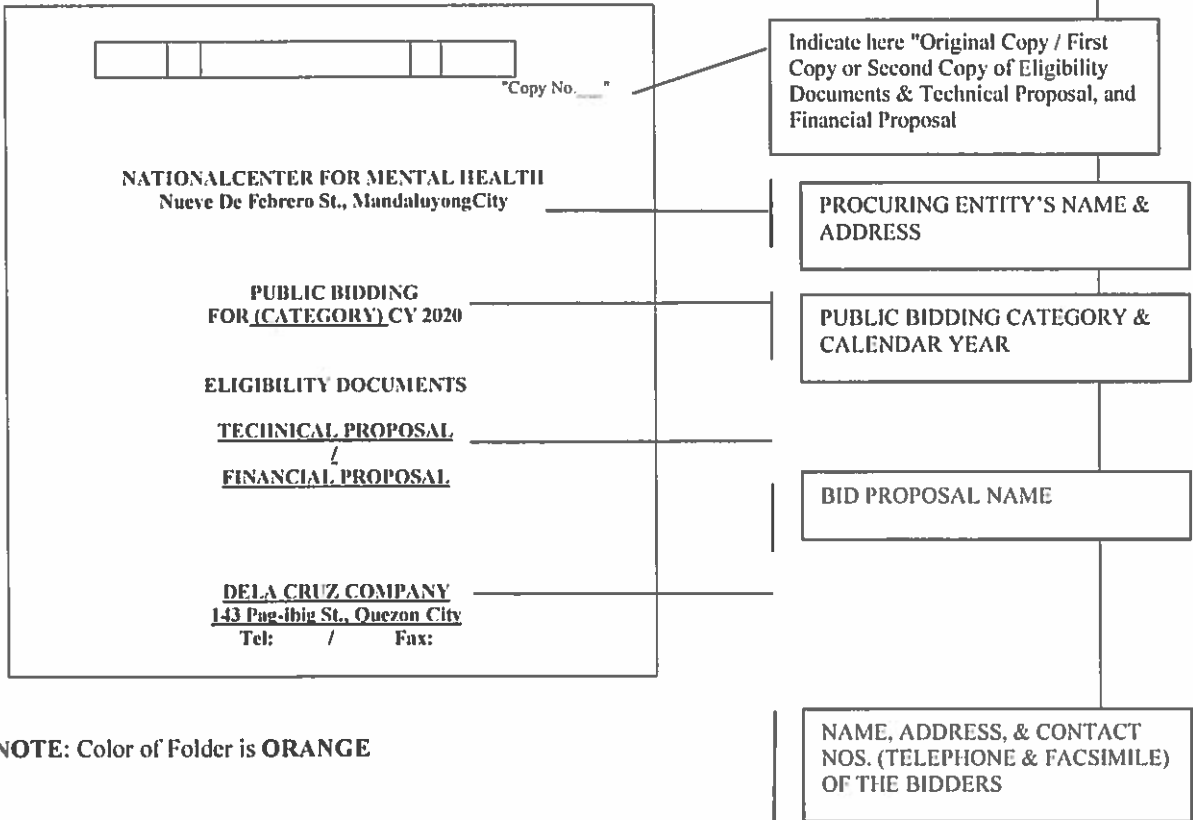
SECTION III: BID DATA SHEET

ITB Clause													
5.3	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>a. Infrastructure Project No. 01-2020 (Construction of New Hallway of Pavilion 3) CY 2020.</p> <p>b. Infrastructure Project No. 05-2020 (Construction of New Hallway of Pavilion 5) CY 2020.</p>												
7.1	Subcontracts is not allowed												
10.3	<i>Please refer to Checklist for Bidders</i>												
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><thead><tr><th><u>Key Personnel</u></th><th><u>General Experience</u></th><th><u>Relevant Experience</u></th></tr></thead><tbody><tr><td>1 Civil Engineer</td><td></td><td>General Construction</td></tr><tr><td>1 Safety Officer</td><td></td><td>General Construction</td></tr><tr><td>1 Foreman</td><td></td><td>General Construction</td></tr></tbody></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	1 Civil Engineer		General Construction	1 Safety Officer		General Construction	1 Foreman		General Construction
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1 Civil Engineer		General Construction											
1 Safety Officer		General Construction											
1 Foreman		General Construction											
10.5	<p>The minimum major equipment requirements are the following:</p> <table><thead><tr><th><u>Equipment</u></th><th><u>Capacity</u></th><th><u>Number of Units</u></th></tr></thead><tbody><tr><td>1 Bagger Mixer</td><td></td><td>1 unit</td></tr><tr><td>Welding Machine</td><td></td><td>1 unit</td></tr><tr><td>Various Hand tools</td><td></td><td></td></tr></tbody></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	1 Bagger Mixer		1 unit	Welding Machine		1 unit	Various Hand tools		
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1 Bagger Mixer		1 unit											
Welding Machine		1 unit											
Various Hand tools													
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount is not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount is not less than five percent (5%) of ABC, if bid security in is Surety Bond.</p>												

19.2	ITEM	QTY	UNIT PRICE	TOTAL PRICE
	1. Infrastructure Project No. 01-2020 (Construction of New Hallway of Pavilion 3) CY 2020.	1 Lot	1,462,166.52	1,462,166.52
	2. Infrastructure Project No. 01-2020 (Construction of New Hallway of Pavilion 3) CY 2020.	1 Lot	1,078,609.77	1,078,609.77
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as Construction Schedule and S-Curve, Manpower Schedule, Construction Methods, Equipment Utilization Schedule, Construction safety and Health Program approved by the DOLE, and other acceptable tools of project scheduling.			

The three (3) copies of Eligibility Documents and Technical Proposal combined in one folder and three (3) copies of the Financial Proposal in separate Folder (Indicate: Original, First or Second Copy) in a **ORANGE FOLDER**. Each folder with fastener on top, with Table of Contents and Tabs (properly labeled according to the checklist for bidders issued).

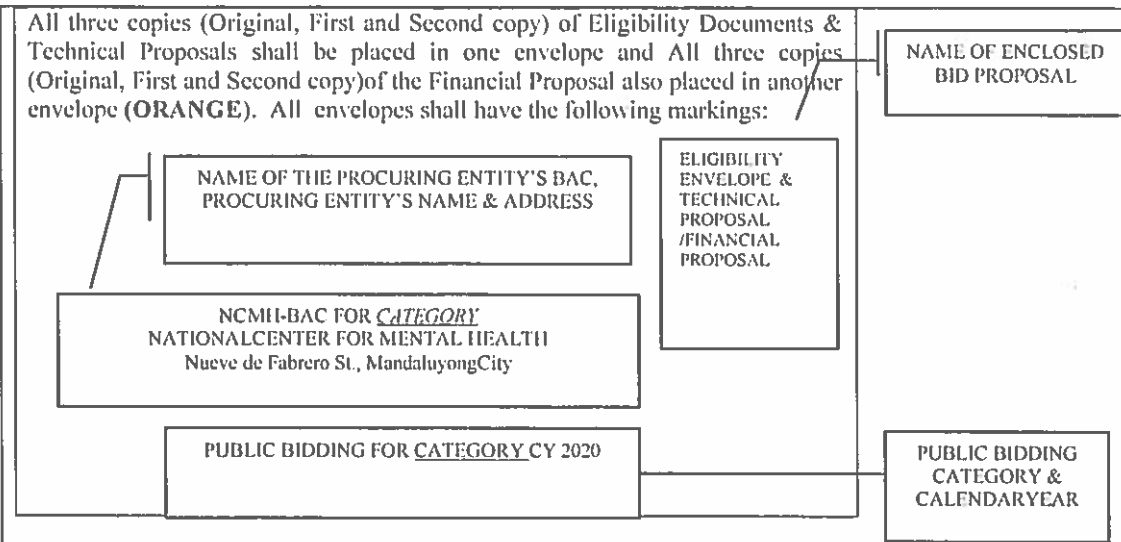
MARKING FOR ELIGIBILITY/TECHNICAL PROPOSALS / FINANCIAL PROPOSALS



NOTE: Color of Folder is **ORANGE**

Note: All tabbing shall be in words / title based on the Checklist.

All three copies (Original, First and Second copy) of Eligibility Documents & Technical Proposals shall be placed in one envelope and All three copies (Original, First and Second copy) of the Financial Proposal also placed in another envelope (ORANGE). All envelopes shall have the following markings:



MARKINGS FOR ENVELOPES

DELA CRUZ COMPANY
 143 Pag-Ibig St., Quezon City
 Tel: _____ / Fax: _____
 DO NOT OPEN BEFORE: _____ / _____

NAME, ADDRESS & CONTACT NUMBERS (Telephone & Facsimile) OF THE BIDDER, "DO NOT OPEN" LABEL WITH THE DATE & TIME OF THE SUBMISSION & OPENING OF BIDS



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SECTION IV:
GENERAL CONDITIONS OF THE CONTRACT

1. Scope of Work

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 the 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 if 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 the Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

- 7.1 In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subjects 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 on the SCC, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the 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 submission 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 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.



REPUBLIC OF THE PHILIPPINES
Department of Health
NATIONAL CENTER FOR MENTAL HEALTH
Nueve de Febrero Street, Mandaluyong City, Philippines
BIDS AND AWARDS COMMITTEE



Telephone No. 531-9001 loc 242

Telefax No. 5318318

E-mail bac@ncmh.gov.ph

Website www.ncmh.gov.ph

SECTION V:

SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
2	<i>Forty-five (45) Calendar days for completion of the Works for each project.</i>
4.1	<i>Forty-five (45) Calendar days - schedule of delivery of the possession of the site to the Contractor.</i>
7.2	In case of semi-permanent structures, such as buildings of types 1, 2 and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lines canals, river landing, deep wells, rock causeway, pedestrian overpass and other similar semi-permanent structures: Five (5) years
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 seven (7) days of delivery of the Notice of award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .
13	The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment.
14	<i>[If allowed by the Procuring entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment. – <i>- it should be installed on the specific job describe in the Scope of Work.</i>
15.1	The date by which operating and maintenance manuals are required is <i>[date]</i> The date by which "as built" drawings are required is <i>[date]</i>
15	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i>



PROJECT: Construction of New Covered Walkway at Pavilion 5
LOCATION: NCMH Compound, Nueve de Pebrero Street, Mandaluyong City

SCOPE OF WORK

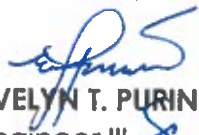
- I. GENERAL REQUIREMENTS
 - a. Fabrication and installation of construction billboard.
 - b. Fabrication and installation of COA billboard.
- II. EARTHWORKS
 - a. Excavation works for the proposed covered walkway.
- III. DEMOLITION WORKS
 - a. Demolition of existing covered walkway.
 - b. Demolition of affected offices and facilities.
- IV. CONCRETE WORKS
 - a. Concrete pouring of footings and pedestal for the proposed covered walkway.
 - b. Concrete pouring of pavement for the proposed covered walkway.
- V. MASONRY WORKS
 - a. Masonry works using 4" CHB.
- VI. FASCIA BOARD
 - a. Installation of 1/2" x 10" fascia boards along the proposed covered walkway.
- VII. REBAR WORKS
 - a. Fabrication and installation of required rebars for concrete and masonry works.
- VIII. METAL WORKS
 - a. Fabrication and installation of required steel structural members for the proposed covered walkway.
 - b. Fabrication and installation of required steel structural members for the benches.

"There is no Health without Mental Health"



- IX. TINSMITHRY
 - a. Installation of Rib-type roofing sheets complete with necessary accessories for the proposed covered walkway.
- X. ELECTRICAL WORKS
 - a. Installation of required electrical power and lighting lines.
- XI. LANDSCAPING WORKS
 - a. Installation of carrabao grass and organic fertilizer on the designated areas.
- XII. WAITING SHED
 - a. Fabrication and construction of waiting shed on designated areas using the prescribed materials on the bill of quantities.
- XII. CLEARING/GRUBBING/HAULING

Prepared by:


EVELYN T. PURINO, CE, MMHoA
Engineer III
OIC-Chief, Engineering Section

Recommending Approval:


DIONICIO A. TOLENTINO, MPA
Chief, Finance Service/HFEP Coordinator

A P P R O V E D :


ROLAND L. CORTEZ, MD, MHA, FPCHA, CESO IV, CEO VI
Medical Center Chief II

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	MATERIAL COST	LABOR COST	DIRECT COST	MARK-UP IN PERCENT		TOTAL MARK-UP		TOTAL INDIRECT COST	VAT	TOTAL COST
								OCM Profit	mob/demob	%	VALUE			
I.	EARTHWORKS													
	1. Excavation	5.63	cu.m					12	8	20.0				
II.	DEMOLITION WORKS													
	2. Demolition of Existing Roofing, Ceiling, Floors, Walls, etc.	120.00	sq.m					12	8	20.0				
III.	CONCRETE WORKS													
	3. Footing & Pedestal	5.33	cu.m					12	8	20.0				
	4. Pavement	22.40	cu.m					12	8	20.0				
IV.	MASONRY WORKS													
	5. Masonry Works	19.68	sq.m					12	8	20.0				
V.	FASCIA BOARD													
	6. Hard Serepa, 1/2" x 10"	32.00	pcs.		0.00	0.00		12	8	20.0				
VI.	REBAR WORKS													
	7. Reinforcing bars	287.78	kgs		0.00	0.00		12	8	20.0				
	8. GI Tie Wire #16	20.00	kgs		0.00	0.00		12	8	20.0				
VII.	METAL WORKS													
	9. Steel Structural Members including Benches	1.00	lot					12	8	20.0				
VIII.	FORMS & SCAFFOLDING WORKS													
	10. Forma & Scaffolds	1.00	lot					12	8	20.0				
IX.	TINSMITHRY													
	11 Rib-Type Roofing	138.50	l.m					12	8	20.0				
X.	ELECTRICAL WORKS													
	12. Electrical Works	1.00	lot					12	8	20.0				
XI.	LANDSCAPING WORKS													
	13. Landscaping Thru Installation of Carrabao Grass	120.00	sq.m					12	8	20.0				
XII.	WAITING SHED													
	14. Circular Concrete Waiting Shed w/ Polycarbonate Roof	1.00	lot					12	8	20.0				
XIII.	CLEARING													
	15. Cleaning/Grubbing/Hauling	1.00	lot					12	8	20.0				
Total Project Cost =													1,078,609.77	

BID FORM

ANNEX: SAMPLE FORMS

Date: _____
Invitation to Negotiate No.: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder]*, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on

the latter's behalf for the Name of Project of the Name of the Procuring Entity [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

ANNEX: SAMPLE FORM:

Name of the Procuring Entity _____

Project Reference Number _____

Name of the Project
Location of the Project

List of all Ongoing Government and Private Contracts including Contracts Awarded but not yet started

Business Name : _____
Business Address : _____

Name of Contract / Project Cost	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% Of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: This statement shall be supported with:
1. Notice of Award and / or Contract (Government and Private Contracts)
2. Sales Invoices (Private Contracts)

Submitted by : _____
(Signature Above/Printed Name)
Designation : _____
Date : _____

ANNEX: SAMPLE FORMS

Name of the Procuring Entity _____

Project Reference Number
 Name of the Project
 Location of the Project

Statement of Single Largest Completed Contract which is similar in nature for the past 2 years

Business Name : _____
 Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Bidder's Role		a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

1. Notice of Award and/or Contract (Government and Private Contracts)
2. Sales Invoice (Private Contracts)

Submitted by : _____
 (Signature Above Printed Name)
 Designation : _____
 Date : _____

OMNIBUS SWORN STATEMENT

ANNEX: SAMPLE FORMS

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[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. The Supplier / Contractor (Name of Supplier / Contractor) did not lend its license/s or subcontract to anyone their principal obligation.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by

me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

BID SECURING DECLARATION

ANNEX: SAMPLE FORMS

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

X-----X

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

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

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

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

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

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____