

REHABILITATION OF THE DAMAGED STAIRWAYS LEADING TO THE BELL AMPHITHEATRE, CAMP JOHN HAY, BAGUIO CITY

1. PROJECT DESCRIPTION AND LOCATION

The project is located within Lot 8 (Psd 131102-2639) Historical Core, Camp John Hay, Baguio City

2. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is **Four Hundred Ninety Nine Thousand Five Hundred Ten Pesos (PhP 499,510.00)**.

3. SCOPE OF WORKS

The following are the scope of works for the project with a contract duration not exceeding eighty five (85) calendar days:

- 3.1 Excavation and backfilling;
- 3.2 Formworks;
- 3.3 Reinforced concrete;
- 3.4 Hauling of materials;
- 3.5 Demolition;
- 3.6 Project Billboard;
- 3.7 Construction Health and Safety

4. MINIMUM REQUIRED KEY PERSONNEL

Key Personnel	General Experience	Relevant Experience
Project Manager	General Construction and Engineering	Minimum of 3 years
Civil Engineer / Architect	General Construction and Engineering	Minimum of 3 years
Safety Officer	General Construction and Engineering	Minimum of 3 years
Foreman	General Construction and Engineering	Minimum of 3 years

5. MINIMUM REQUIRED TOOLS AND/OR EQUIPMENT

Equipment	Number of Units
Concrete Vibrator	1 unit
1-Bagger Concrete mixer	1 lot
Service/Cargo truck	1 Unit

6. LIST OF ADDITIONAL CONTRACT DOCUMENTS RELEVANT TO THE PROJECT:

- 6.1 Construction schedule and S-curve,
- 6.2 Manpower schedule,
- 6.3 Equipment utilization schedule,
- 6.4 PERT/CPM;
- 6.5 Construction Safety and Health Program (CSHP);
- 6.6 Construction Environment Management Plan (CEMP);
- 6.7 Applicable SEZAD Permits; and
- 6.8 Contractor's All Risk Insurance (CARI)

All documents stated above shall be required from the winning bidder and shall be submitted after the issuance of the Notice of Award but not later than the signing of the Contract

7 SITE INSPECTION.

A site inspection shall be conducted immediately after the pre-bid conference.

8 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall:

- 8.1 Provide all supervision, labor, materials, and equipment as required.
- 8.2 Commence execution of the works within seven (7) days upon issuance of the Notice To Proceed and shall complete them by the required Completion Date.
- 8.3 Be responsible for the safety of all activities on the Site.
- 8.4 Carry out all instructions of the JHMC's Representative through its implementing unit and shall comply with the applicable laws where the Site is located.
- 8.5 Employ the key personnel required for the Works. The JHMC 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.
- 8.6 If the JHMC's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within one (1) day and has no further connection with the Work in this Contract.
- 8.7 Abide at all times by all labor laws, including child labor related enactments, and other relevant rules.

- 8.8 Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the JHMC. The Contractor shall notify the JHMC's Representative of such discoveries and carry out the JHMC's Representative's instructions in dealing with them.
- 8.9 Properly and safely dispose outside Camp John Hay all construction wastes and debris generated from the project. All salvageable construction materials shall be inventoried and hauled to the JHMC designated site at the JHSEZ.
- 8.10 All excess materials delivered to the site but not used or installed shall form part of the property of JHMC.

9. LIQUIDATED DAMAGES

- 9.1 The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.
- 9.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

8.1.1.1 OTHER REQUIREMENTS:

- a. Pre-construction:
- i.** Construction Environment Management Plan (CEMP);
 - ii.** Applicable JHMC Permits
- b. During Construction:
Submit weekly accomplishment and monthly employment reports.
- c. Post-construction Requirements:
Provide as-built plans for the project, one (1) set original CAD drawing printed in A3, two (2) sets photocopy, and electronic CAD file if there are changes to the original plans. The date by which "as built" drawings are required is fifteen (15) days after completion of the project. The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 1/100th of one percent of the Contract amount for every day of delay.

ANNEXES

Bid Form

Date: _____

IB¹ N°: _____

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

Address: *[insert address]*

We, the undersigned, declare that:

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

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

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

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
 - (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
 - (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
 - (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
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- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].**
- (k) **We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, Summary, and Detailed Unit Price Analysis shall be a ground for the rejection of our bid.**

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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.

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 _____

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

x-----x

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 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 as 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. _____.

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 ____.

CHECKLIST OF REQUIREMENTS

First Envelope :

Eligibility Requirements:	Tab
For prospective Bidders who are registered in the PhilGEPS under Platinum category: PhilGEPS Certificate of Registration and Membership	E-1
For prospective Bidders who opt to submit Class "A" Documents: Legal Documents (Class "A" Documents):	
a. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives	E-1
b. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas. In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of this IRR.	E-2
c. Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).	E-3
d. Audited Financial Statements for FY2018	E-4

Technical Documents:	
Valid 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.	T-1
Bid security in the prescribed form, amount and validity period as prescribed in Section II Clause 18.1 of the Bidding Documents.	T-2
Omnibus Sworn Statement	T-3
Construction methodology	T-4
Organizational Chart for the contract to be bid	T-5

Second Envelope:

Financial Documents:	
Bid Form	F-1
Summary / Lump sum bid prices in the prescribed Bid Form.	F-2
Detailed Estimates indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid in the Detailed Unit Price Analysis (DUPA) Form.	F-3
Cash flow by the quarter and payments schedule.	F-4

GUIDELINES IN PREPARING THE DETAILED UNIT PRICE ANALYSIS (DUPA)

1. All items of work to be used in preparing the DUPA shall be consistent with the design, plans and specifications prepared by JHMC.
2. For uniformity in the preparation of the Financial Proposal, the DUPA shall be an integral part of the Bidding Documents.
3. All bids shall be composed of the Direct Cost and Indirect Cost.

3.1. DIRECT COST

3.1.1. **MATERIAL COST.** Cost of materials to be used in doing the work item called for, which shall include, among others, the following:

- 3.1.1.1. Cost at source, including processing, crushing, stockpiling, loading, royalties, local taxes, construction and/or maintenance of haul roads, etc.
- 3.1.1.2. Expenses for hauling to project site.
- 3.1.1.3. Handling expenses.
- 3.1.1.4. Storage expenses.
- 3.1.1.5. Allowance for waste and/or losses.

3.1.2. LABOR COST

- 3.1.2.1. Salaries and wages, as authorized by the Department of Labor and Employment.
- 3.1.2.2. Fringe benefits, such as vacation and sick leaves, benefits under the Workmen's Compensation Act, SSS contributions, allowances, 13th month pay, bonuses, etc.

3.1.3. EQUIPMENT EXPENSES

- 3.1.3.1. Rental rates of equipment shall be based on the prevailing "Association of Carriers and Equipment Lessors, (ACEL) Inc." approved for use by the DPWH-CAR. Rental rates of equipment not indicated in the ACEL booklet shall be taken from the rental rates used by the proponent. The make, model and capacity of the equipment should be indicated in the detailed unit cost analysis.
- 3.1.3.2. Mobilization and demobilization shall be treated as a separate pay item. It shall be computed based on the equipment requirements of the project stipulated in the bidder's proposal.

3.2. INDIRECT COST

3.2.1. OVERHEAD

- 3.2.1.1. Cost to cover office supplies.
- 3.2.1.2. Premium on Contractor's All Risk Insurance (CARI).
- 3.2.2. Contingencies. These includes expenses for coordination meetings, ground breaking, inauguration ceremonies and other unforeseen events.
- 3.2.3. Miscellaneous Expenses. Expenses for laboratory tests for quality control.
- 3.2.4. Contractor's Profit.

Notes:

1. All sub-items under the General Requirements shall not be subjected to OCM mark-up.
2. The following items under the General Requirements shall not be subjected to Contractor's profit mark-up:
 - a) Mobilization and Demobilization; and
 - b) Permits and clearances

Project Name: **REHABILITATION OF DAMAGED STAIRWAYS LEADING TO THE AMPHITHEATRE**
 Location: John Hay Special Economic Zone, Camp
 John Hay, Baguio City

DETAILED UNIT PRICE ANALYSIS

Item No. 1	General Requirements	Quantity	Unit	Unit Price	Amount
1.1	Mobilization/Demobilization	1	Lot		
1.2	Permits and clearances	1	Lot		
Direct Cost: (a+b+c)					
Indirect Cost:					
Contractor's Profit (Except Items 2.1 and 2.6)					
Withholding Taxes					
Sub-Total 1: (Sum of Direct and Indirect Cost)					

Item No. 2	Item Description	Unit of Measure:	Daily Rate	No. of Working Days	Amount
2.1	Sub-Item Description				
a.	Labor	No. of Personnel	Daily Rate	No. of Working Days	Amount
	xxxxxxx	xx	xxxx.xx	xx	#VALUE!
				Total Labor Cost:	#VALUE!
b.	Equipment	No. of Unit/s	Daily Rate	No. of Working Days	Amount
	xxxxxxx	xx	xxxx.xx	xx	#VALUE!
				Total Equipment Rentals:	#VALUE!
c.	Materials	Quantity	Unit	Unit Price	Amount
	xxxxxxx	xx	xxxx.xx	xx	#VALUE!
				Total Material Cost:	#VALUE!
Direct Cost: (a+b+c)					
Indirect Cost:					
Overhead					
Contingencies					
Miscellaneous					
Contractor's Profit					
Withholding Taxes					
Sub-Total 2.1: (Sum of Direct and Indirect Cost)					
2.2	Sub-Item Description				
a.	Labor	No. of Personnel	Daily Rate	No. of Working Days	Amount
	xxxxxxx	xx	xxxx.xx	xx	#VALUE!
				Total Labor Cost:	#VALUE!
b.	Equipment	No. of Unit/s	Daily Rate	No. of Working Days	Amount
	xxxxxxx	xx	xxxx.xx	xx	#VALUE!
				Total Equipment Rentals:	#VALUE!
c.	Materials	Quantity	Unit	Unit Price	Amount
	Materials	Quantity	Unit	Unit Price	Amount
	xxxxxxx	xx	xxxx.xx	xx	#VALUE!
				Total Material Cost:	#VALUE!
Direct Cost: (a+b+c)					
Indirect Cost:					
Overhead					

	Contingencies	
	Miscellaneous	
	Contractor's Profit	
	Withholding Taxes	
	Sub-Total 2.2: (Sum of Direct and Indirect Cost)	
		Item 2. Total Cost: Item 2.Unit Cost:

SUMMARY BILL OF QUANTITIES

Item No.	Item Description	Unit	Quantity	Direct Cost				Indirect Cost					Item Cost	Unit Cost	Percent	
				Labor	Equipment	Materials	Total	Overhead	Contingencies	Miscellaneous	Contractor's Profit	Withholding Tax				Total
1	#REF!															
2	General Requirements															
3	XXXXX															
4	XXXXX															
5	XXXXX															
6	XXXXX															
7	XXXXX															
8	XXXXX															
9	XXXXX															
10	XXXXX															
11	XXXXX															
12	XXXXX															

	Amount	Percent
Total Direct Cost:		
a. Labor		
b. Equipment		
c. Materials		
Total Indirect Cost:		
a. Overhead		
b. Contingencies		
c. Miscellaneous		
d. Contractor's Profit		
e. Withholding Taxes		
Total Bid Amount:		