



BIDS AND AWARDS COMMITTEE

Supplemental/Bid Bulletin No.1

SUPPLY, DELIVERY AND INSTALLATION OF EXHAUST AIR DUCT AND FRESH AIR DUCT AT THE BASEMENT OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – CENTRAL OFFICE
Bid Ref. No. DENR-CO-2021-038
Approved Budget for the Contract: ₱ 1,300,000.00

This **Supplemental/Bid Bulletin No.1** is being issued to revise provisions/specifications in the Bidding Documents for the aforementioned project:

Revision to provisions/specifications in the Bidding Documents:	
FROM	TO
SECTION VI. SPECIFICATIONS	
Specifications Terms of Reference as of 27 October 2021	Revised Specifications (Terms of Reference as of 08 November 2021)

Bidders are advised to use the **Section VI. Revised Specifications** and submit together with all the other required documents for the submission of bids on **16 November 2021, 8:30 AM**:

Also, please use the **Revised Checklist of Technical and Financial Documents** as a guide/reference.

This Supplemental/Bid Bulletin No. 1 shall form part of the Bidding Documents. Any provisions in the Bidding Documents inconsistent herewith is hereby amended, modified and superseded accordingly. For guidance and information of all concerned.

Issued this 9th of November 2021 in Quezon City.

Approved by:

MARCIAL C. AMARO, JR., CESO III
 Assistant Secretary for Policy, Planning and Foreign Assisted and Special Projects & Chairperson, Bids and Awards Committee

Received by:	
_____	_____
(SIGNATURE OVER PRINTED NAME & DATE)	NAME OF COMPANY
(PLEASE RETURN OR FAX THIS PAGE ONLY TO THE DENR BAC OFFICE @ 8926-2675)	

Section VI. Revised Specifications

Instruction to Bidders: **Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".**

I. TERMS OF REFERENCE AS OF 08 NOVEMBER 2021

TERMS OF REFERENCE

INSTALLATION OF EXHAUST AIR DUCT AND FRESH AIR DUCT AT DENR-CO BASEMENT

ABSTRACT

Title of the Project : **Installation of Exhaust Air Duct and
Fresh Air Duct at DENR-CO Basement**

Approved Budget for the : **P 1,300,000.00**
Contract (ABC)

Project Period : **60 Calendar Days**

1. BACKGROUND

1.1. In line with the efforts of the DENR to provide efficient ventilation as recommended by health experts to address COVID-19 and other airborne diseases, the Installation of Exhaust Air Duct and Fresh Air Duct at DENR-CO Basement is proposed.

2. OBJECTIVES

2.1. To provide the background information on the **Installation of Exhaust Air Duct and Fresh Air Duct at DENR-CO Basement at DENR Compound, Visayas Avenue, Diliman, Quezon City, 1128** which will be completed within the shortest time possible at a cost most advantageous to the government in an acceptable quality and workmanship;

2.2. To describe the proposed project and its components in detail; and

2.3. To determine the roles and responsibilities of the winning contractor.

3. SCOPE OF WORKS

3.1. The Contractor, at their own expense, shall supply the necessary Materials, Transportation, Tools, Supplies, Equipment, and Labor;

3.2. The Contractor shall conduct site inspection and review pertinent information, if needed, to determine the specific needs of the project; and

3.3. The Contractor shall perform the following tasks:

a) **CLEARANCES AND PERMITS**

Secure the following:

**TOR of Installation of Exhaust Air Duct and Fresh Air Duct at DENR-CO Basement
(DENR Compound, Visayas Avenue, Diliman, Quezon City)**

1. Notice to Proceed (NTP): notice issued by the HoPE to initiate and authorize the mobilization and implementation of the project; and
2. Work Permit: permit issued by the Chief of the General Services Division (GSD), including the rules and regulations to be observed by the Contractor for the duration of the project.

b) MOBILIZATION AND DEMOBILIZATION

Mobilize and transport equipment, materials, and employees to the site upon receipt of Notice To Proceed (NTP) and demobilize or remove the same upon completion of project.

4. STORAGE

- a. Deliver all supplies and materials at a location designated by the Director of Administrative Service or any duly authorized representative;
- b. Coordinate with the Materials Handling Section for verification of all deliveries;
- c. Ensure that all supplies and materials are properly turned over and delivered on the designated location in good quality and condition;
- d. Provide a record of delivery indicating its time; and
- e. Store materials to ensure the preservation of their quality and fitness for their work and to facilitate prompt inspection;

5. DEMOLITION AND REMOVAL WORKS

- a. Incorporate an itemized list of all necessary demolition works required into the schedule of construction operations;
- b. Perform demolition of all existing structures and kind of obstructions as incorporated in the list within the limit of the project while preventing damage to other facilities in accordance with all applicable laws and ordinances;
- c. Place all unnecessary materials or debris in all approved containers to prevent the spread and accumulation of dust and dirt;
- d. Remove all debris from the project site as often as necessary, but not less than once at the end of each work day; and
- e. Turn over all salvaged materials to the GSD-Building and Grounds Management Section (BGMS)

6. DAMAGE PREVENTION

- a. Secure the construction site to prevent illegal entry or work damage during the entire duration of the contract;
- b. Comply with pertinent regulations and adopt safety measures, such as but not limited to enclosures, shielding, coverings, warning devices, off limits signs, and safety barricades surrounding the work area;
- c. Undertake all necessary precautions to prevent damages to all existing structures, which are to remain and do not require any modification; and
- d. Assume full responsibility for all incurred damages to all existing structures resulting from the actual construction.

**TOR of Installation of Exhaust Air Duct and Fresh Air Duct at DENR-CO Basement
(DENR Compound, Visayas Avenue, Diliman, Quezon City)**

7. MECHANICAL WORKS

- a) Install new exhaust fans and air ducts whenever applicable, including accessories
- b) Fabricate and installation of necessary ducting.
- c) Drilling of slab for expansion bolts, cutting and bending of GI sheet gauge #20.
- d) Application of sealant for ducting joints;
- e) Installation of grills, 7.5Hp motor and 5Hp motor;
- f) Testing and Commissioning by witnessing any duly authorized representative.

8. ELECTRICAL WORKS

- a. Install new electrical wirings, outlets, switches, and all necessary connections.

9. PAINTING WORKS

- a) Repainting of ceilings and walls subject to restoration.
- b) Conduct proper surface preparation prior to application of paints;
- c) Apply environmentally safe, odorless, and anti-bacterial latex paint for walls;
- d) Use sample and desired color that is approved only by the Director of Administrative Service or any duly authorized representative; and
- e) Tape and cover all other surfaces endangered by stains and paint marks with craft paper or any other applicable materials.

10. CLEANING

- a. Remove and dispose of all dirt and debris and keep work area clean, neat, and orderly at all times during the progress of the work to prevent accidents; and
- b. Collect and remove all debris from the site daily.

11. ADDITIONAL WORKS

- a. Perform other works not stated above but necessary to the completion of the Project; and
- b. Provide additional works as necessary with the approval of the Director of Administrative Service or any duly authorized representative.

12. SPECIFICATIONS OF WORKS

The Contractor shall perform the above works at par with the following specifications:

12.1.1. MECHANICAL WORKS

- 1. Any mechanical equipment and accessories to be used in the enhancement of ventilation shall conform to the building standards as set and prescribed by the Mechanical Engineer of the Building as well as the Philippine Mechanical Engineering Code. Air ducts and other applicable accessories of the ducting system shall be properly insulated.

**TOR of Installation of Exhaust Air Duct and Fresh Air Duct at DENR-CO Basement
(DENR Compound, Visayas Avenue, Diliman, Quezon City)**

12.1.2. ELECTRICAL WORKS

- a. Any electrical material to be used in the unit shall conform to the building standards as set and prescribed by the Electrical Engineer of the building as well as the Electrical and Fire Safety Codes of the Philippines; and
- b. Electrical load should not exceed the maximum electrical load designed for the unit.

13. GENERAL REQUIREMENT

13.1. The Contractor shall visit the site and thoroughly inspect existing facilities and properly consider, in the preparation of the supply and installation, how such conditions will affect the work indicated on the Plans, Specifications, and TOR. Failure to do so will in no way relieve the Contractor of the responsibility for furnishing labor, materials, and equipment required;

13.2. The Contractor shall supply and submit a list of manpower, materials, and equipment necessary for the project in accordance with the approved Plans, Specifications, and TOR;

13.3. The Contractor shall prepare and submit a soft copy stored in a flash drive and a hard copy of the following:

- 13.3.1. Architectural Plans;
- 13.3.2. Mechanical Plans; and
- 13.3.3. Electrical Plans;

13.4. The Contractor shall submit pictures taken before, on-going, and after the construction;

13.5. The Contractor shall submit the following Project Management Tools before the construction:

- 13.5.1. Gantt Chart;
- 13.5.2. S-Curve; and
- 13.5.3. Program Evaluation Review Technique and Critical Path Method;

13.6. The Contractor shall submit every Friday of each week a Weekly Report composed of the following attachments and addressed to the Director of Administrative Service or any duly authorized representative:

- 13.6.1. Activity Report, indicating Works in progress; and
- 13.6.2. Resources Report, indicating manpower, equipment available on site, and materials delivered on site.

13.7. The Contractor shall submit every last day of the month a Monthly Report composed of the following attachments and addressed to the Director of Administrative Service or any duly authorized representative:

**TOR of Installation of Exhaust Air Duct and Fresh Air Duct at DENR-CO Basement
(DENR Compound, Visayas Avenue, Diliman, Quezon City)**

13.7.1. Statement of Work Accomplished (SOWA); and

13.7.2. S-Curve;

13.8. The Contractor shall finish with first class workmanship to the satisfaction of the Director of Administrative Service or any duly authorized representative;

13.9. The Contractor shall only use materials in accordance to the standards of the Bureau of Research and Standards of the Department of Public Works and Highways, the Department of Science and Technology, or the Department of Trade and Industry;

13.10. The Contractor shall adopt a procedure to mitigate the effects of demolition, repair, painting, and other activities to the environment; and

13.11. The Contractor shall follow guidelines related to the fight against COVID-19 issued by the Inter-Agency Task Force, DPWH, Quezon City Government, and other offices, agencies, and departments of the Philippines.

14. EQUIPMENT AND MANPOWER REQUIREMENT

14.1. The Contractor shall provide the following key personnel:

Key Personnel	Description	Years of Experience Required	Documents
Project Manager	Licensed Mechanical Engineer/Architect	Three (3) years in HVAC or building ventilation	Curriculum Vitae, Valid Professional Identification Card issued by Professional Regulation Commission (PRC)

14.2. The Contractor shall provide the following Support Staff with at least 3 years of experience in their field of work:

14.2.1. Foreman;

14.2.2. Carpenter/s;

14.2.3. Electrician/s

14.2.4. Painters; and

14.2.5. Duct man/Men

14.3. The Contractor shall provide Laborer(s), with no minimum requirement as to number of years of experience;

14.4. The Contractor shall provide the following minimum equipment:

**TOR of Installation of Exhaust Air Duct and Fresh Air Duct at DENR-CO Basement
(DENR Compound, Visayas Avenue, Diliman, Quezon City)**

- 14.4. The Contractor shall provide the following minimum equipment:
- 14.4.1. Grinders;
 - 14.4.2. Cutters;
 - 14.4.3. Air compressor;
 - 14.4.4. Electrical Tools, such as but not limited to pliers, voltmeter, and ammeter;
 - 14.4.5. Painting Tools, such as but not limited to paint tray, paint rollers, and painter's tape;
 - 14.4.6. Cleaning Equipment, such as vacuum; and
 - 14.4.7. Hauling Tools and Equipment, such as but not limited to wire ropes, sheaves, and hauling trucks.
- 14.5. The Contractor shall submit the following documents of key personnel:
- 14.5.1. Curriculum Vitae;
 - 14.5.2. Copy of valid and current Professional Identification Card issued by the PRC; and
 - 14.5.3. NBI Clearance;
 - 14.5.4. Medical Certificate
 - 14.5.5. List of completed or on-going contracts of similar in nature.
- 14.6. The Contractor shall have no history of overdue deliveries or unperformed services intended for the DENR.

15. MODE OF PAYMENT

- 15.1. The ABC of this project, which is not necessarily the contract amount, is One Million Three Hundred Thousand pesos (Php 1,300,000.00), inclusive of all applicable government taxes and charges;
- 15.2. The Contractor shall not claim additional payments or damages for any delay or extra expense caused by encountering construction or materials other than anticipated or different from those indicated;
- 15.3. In consideration of the services to be performed under this TOR, the DENR shall pay the Contractor the contract amount, inclusive of all applicable taxes;
- 15.4. The DENR shall, upon written request by 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 upon submission of an irrevocable 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;

**TOR of Installation of Exhaust Air Duct and Fresh Air Duct at DENR-CO Basement
(DENR Compound, Visayas Avenue, Diliman, Quezon City)**

- 15.5. 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 advance payment;
- 15.6. Upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank, the advance payment shall be allowed and paid within forty-five (45) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the Works are delivered, and accompanied by a claim for the advance payment;
- 15.7. Progress payments are subject to retention of ten percent (10%) referred to as the retention money. Such retention shall be based on the total amount due to the contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by the procuring entity, are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed;
- 15.8. Progress payments will be adjusted by the following as applicable:
 - 15.8.1. Cumulative value of the work previously certified and paid for;
 - 15.8.2. Portion of the advance payment to be recouped;
 - 15.8.3. Retention money;
 - 15.8.4. Amount to cover third-party liabilities; and
 - 15.8.5. Amount to cover uncorrected discovered defects in the works.
- 15.9. Payment is given in full only after completion and acceptance of the project.
- 15.10. Mode of Payment shall be through progress billing.

Description	Deliverables	Percentage of Contracted Amount
Progress Billing No. 1	Gantt Chart and PERT/CPM detailing that 50% of the Work Accomplished	50%
Final Billing	Gantt Chart and PERT/CPM detailing that 100% of the Work Accomplished. Submission of Final Report approved by the Director of Administrative Service or any duly authorized representative and Certificate of Acceptance	50%

16. MISCELLANEOUS PROVISIONS

**TOR of Installation of Exhaust Air Duct and Fresh Air Duct at DENR-CO Basement
(DENR Compound, Visayas Avenue, Diliman, Quezon City)**

- 16.1.1. A List of pre-identified Environmental Aspects and Impacts and the corresponding operational control or crisis response procedures in cases of emergency situations shall be submitted to the GSD three (3) days upon receipt of the NTP;
- 16.1.2. All supplies and materials to be brought inside the DENR premises shall be green labelled or environment friendly (if applicable) and bear the corresponding Material Safety Data Sheet (MSDS);
- 16.1.3. All toxic and hazardous materials necessary for the completion of the project shall be properly labelled with MSDS and placed in a secondary containment, which shall be located at the safest place in the working area; and
- 16.1.4. All toxic and hazardous wastes generated shall be properly turned over to the Materials Recovery Facility (MRF) of the DENR CO for the inventory and subsequent disposition enlisting the services of authorized treater/transporter.
- 16.2. The Contractor shall ensure that all staff must wear their proper working apparels with IDs and provided with necessary safety gears;
- 16.3. The Contractor shall strictly prohibit the use of polystyrene foam, such as Styrofoam, and plastic in the working area;
- 16.4. The Contractor shall comply with all existing laws, decrees, ordinances, acts and regulations of the Philippines that may affect the contract in any way, including the express and implied warranties and liabilities which may be found therein; and
- 16.5. The Contractor shall comply with all existing laws and pertinent local legislation, executive and administrative orders, together with all implementing rules and regulations issued by the Department of Labor and Employment (DOLE) and other relevant governmental authorities.

17. VIOLATION OF THE TERMS AND CONDITIONS

- 17.1. The Contractor shall hold the DENR free from any and all claims, liabilities, losses and suits arising from the Contractor's services, or the acts, omissions, or conduct of all persons employed or allowed by the Contractor or participate or assist in the performance of its obligations under this TOR;
- 17.2. The DENR shall have the right to declare this Agreement rescinded and terminated after due notice upon failure of the Contractor to comply with any terms and conditions of this Agreement without prejudice to such other rights of the DENR to proceed against the Contractor as may be warranted by the circumstances, including forfeiture of performance security and/or the filing of appropriate administrative, civil, or criminal charges against the responsible persons; and
- 17.3. If the Contractor shall violate any of the terms and conditions of this TOR, or shall neglect to perform any of their work, duties, functions, responsibilities or obligations stipulated herein, or for any other causes shall not carry the tasks in acceptable manner, and by the reason thereof, the DENR suffers damages or losses, the Contractor shall be assessed a penalty in the form of liquidated damages in the amount of at least equal to 1/10 of 1% of the cost of the unperformed portion for everyday of delay.

Prepared and Submitted by:

*(sgd.)***ENGR. JEFFREY BANCIFRA**
Engineer II, GSD-BGMS

*(sgd.)***ENGR. PAUL ANTHONY E. BILLONES**
Engineer II, GSD-BGMS

Noted by:

*(sgd.)***AR. KATRINA CARLA I. CATAPANG, RMP**
OIC Chief, GSD-BGMS

Recommending Approval by:

*(sgd.)***ENGR. GUILLERMO V. ESTIPONA JR.**
OIC Chief, GSD

Approved by:

*(sgd.)***ROLANDO R. CASTRO**
Director, Administrative Service

II. OTHER REQUIREMENTS

1. Contractor to submit pictures/photos before, during and after repair and rehabilitation.
2. All Materials to be used must be compliant with the Product Quality Standards set by the Bureau of Philippine Standards-DTI
3. All Materials to be used in the project must be presented for approval to DENR Authorized Representatives prior to its installation.
4. Bidder has no overdue deliveries or unperformed services intended for DENR.
5. Bidder did not participate as a consultant in the preparation of the design or technical specification of the WORKS subject of the bid.

III. REQUIREMENTS IF AWARDED THE CONTRACT

The Contractor shall submit the following within fourteen (14) calendar days after issuance of the Notice of Award:

A Detailed Program of Work for approval of DENR's Authorized Representative, which shall include among others:

- a) The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction.
- b) Periods for review of specific outputs and any other submissions and approvals.
- c) Sequence of timing for inspections and tests as specified in the contract documents.
- d) Number of names and personnel to be assigned for each stage of the work.
- e) List of Equipment required on site for each major stage of the work.
- f) Description of the quality control system to be utilized for the project.

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference

I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

DENR BIDS AND AWARDS COMMITTEE
REVISED CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

Project: SUPPLY, DELIVERY AND INSTALLATION OF EXHAUST AIR DUCT AND FRESH AIR DUCT AT THE BASEMENT OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

Bid Ref. No.: DENR-CO-2021-038

APPROVED BUDGET FOR THE CONTRACT: ₱1,300,000.00

ENVELOPE 1: TECHNICAL COMPONENT

CLASS "A" DOCUMENTS

A. LEGAL DOCUMENTS

- | | |
|--------------------------|--|
| <input type="checkbox"/> | (a) Valid and current Certificate of PhilGEPS Registration (Platinum Membership) issued to bidder; <i>[Note: The valid and current Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. Should the Annex A of said Certificate reflects not updated documents, the bidder shall submit, together with the certificate certified true copies of the updated documents]</i>

<u>OR</u> |
| <input type="checkbox"/> | (b) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives or its equivalent document; <u>and</u> |
| <input type="checkbox"/> | (c) Valid and current Business/Mayor's Permit issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas;

<u>and</u> |
| <input type="checkbox"/> | (d) Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); |

B. TECHNICAL DOCUMENTS

- | | |
|--------------------------|--|
| <input type="checkbox"/> | (e) Statement 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 (per Annex I); |
| <input type="checkbox"/> | (f) Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (per Annex I-A).

<i>For purposes of this project, similar contracts shall refer to contracts involving Installation of Exhaust Air Duct and Fresh Air Duct.</i>

<u>Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:</u>
(a) Constructor's Performance Evaluation System (CPES) with a Final Rating of at least SATISFACTORY; or
(b) Owner's Certificate of Acceptance, or
(c) Owner's Certificate of Completion

<i>However, 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.</i> |
| <input type="checkbox"/> | (g) Valid and current Philippine Contractors Accreditation Board (PCAB) License, duly signed by the Authorized Managing Officer, with Principal Classification in General Building Category C or D and at least Small B Contractor. The PCAB license must indicate "PCAB registered contractor for Government Projects."

<u>OR</u> |



Special PCAB License in case of Joint Venture; and registration for the type and cost of the contract to be bid.

(h) Original Bid Security must be issued in favor of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)** (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:

Project ABC (₱)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)	Bid Security: Surety Bond (5%) (₱)	Original Bid Securing Declaration
1,300,000.00	26,000.00	65,000.00	No required Amount

1. Bid Securing Declaration per **Annex II**;
2. The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank
3. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or
4. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must be callable on demand and must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.
5. For submission of Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond, the following must be stated/specified in the Bid Security:

The following are the grounds for forfeiture of Bid Security

▪ **IF A BIDDER:**

- a) Withdraws its bid during the period of bid validity.
- b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184.
- c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof.
- d) Submission of eligibility requirements containing false information or falsified documents.
- e) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- f) Allowing the use of one's name, or using the name of another for purposes of public bidding.
- g) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.
- h) Refusal or failure to post the required performance security within the prescribed time.
- i) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.
- j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.
- l) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

▪ **IF THE SUCCESSFUL BIDDER:**

- a) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or
- b) fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184.

Note: Unnotarized documents shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.

- (i) Conformity with **Section VI. Revised Project Specifications as attached in the Supplemental/Bid Bulletin No.1** attached with the following:
1. Organizational Chart for the contract to bid;
 2. List of contractor's Key Personnel to be assigned to the contract to be bid, with their complete qualifications and experience data and other requirements as specified below. Required Key Personnel are as follows:

Key Personnel	Experience	Documentary Requirements
Project Manager	At least Three (3) Years	<ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by Professional Regulatory Commission (PRC) Mechanical Engineer/Architect
Foreman	At least Three (3) Years	<ul style="list-style-type: none"> • Curriculum Vitae
Carpenter/s	At least Three (3) Years	<ul style="list-style-type: none"> • Curriculum Vitae
Electrician/s	At least Three (3) Years	<ul style="list-style-type: none"> • Curriculum Vitae
Painter/s	At least Three (3) Years	<ul style="list-style-type: none"> • Curriculum Vitae
Duct Man/Men	At least Three (3) Years	<ul style="list-style-type: none"> • Curriculum Vitae

3. List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.

- (j) Original **Omnibus Sworn Statement** in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as **Annex III with attached Proof of Authority of the bidder's authorized representative/s:**

- i. **FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):**
Notarized or unnotarized Special Power of Attorney.
- ii. **FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:**
Notarized or unnotarized Secretary's Certificate evidencing the authority of the designated representative/s.

Note: 1) *Should there be more than one (1) appointed authorized representatives, use the word "any of the following" or "**OR**", otherwise, all authorized representatives must sign/initial the bid submission.*

2) *Unnotarized documents shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.*

IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.

C. FINANCIAL DOCUMENTS

- (k) Audited Financial Statements (AFS) for CY 2020 received by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2021;

<input type="checkbox"/>	<p>(l) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per Annex IV).</p> <p>The NFCC computation must be equal to the ABC of this project. The detailed computation using the required formula must be provided.</p> <p><u>In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.</u></p>
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Class “B” Document: (For Joint Venture)

<input type="checkbox"/>	<p>(m) Class “B” Document: (For Joint Venture)</p> <p>(i) Valid Joint Venture Agreement (JVA) The JVA must specify which Partner/Company of the JV shall be designated as Authorized Representative. It must also clearly state the Name of the Officer/s designated as the Authorized Representative/s of the Joint Venture.</p> <p>(ii) Each partner of a JV shall likewise submit the following:</p> <ol style="list-style-type: none"> a) Valid and current Certificate of PhilGEPS Registration b) Valid and current PCAB License. <p>(iii) Submission of the following by any of the JV partners constitute compliance:</p> <ol style="list-style-type: none"> a) Statement of All Ongoing Contracts whether similar or not similar in nature (Annex I) b) Statement of Single Largest Completed Contract (Annex I-A) c) Duly signed NFCC <p>(iv) Entities forming themselves into a Joint Venture shall likewise submit an additional <u>PCAB license</u> to act in the capacity of such joint venture.</p>
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ENVELOPE 2: FINANCIAL DOCUMENTS

<input type="checkbox"/>	<p>Completed and signed Financial Bid Form. Bidder must submit the following:</p> <ol style="list-style-type: none"> 1. Bid Form per Annex V; 2. Bid Prices in the Bill of Quantities per Section VIII; 3. Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; 4. Cash flow by quarter or payment schedule; 5. Digital copy stored in Universal Serial Bus (USB) flash drive in Excel File of Item Nos. 2 to 4. <p>The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.</p>
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Note: In case of inconsistency between the Revised Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail.