

**PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of INFRASTRUCTURE PROJECTS**

**Design and Build of Centralized  
Warehouse Phase – 1  
(Ground Floor and Mezannine)**

**Government of the Republic of the Philippines**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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

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# ***Glossary of Terms, Abbreviations, and Acronyms***

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.



## ***Section I. Invitation to Bid***




### **Notes on the Invitation to Bid**

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

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

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

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

	<p style="text-align: center;">             Republic of the Philippines              Department of Health, Center for Health Development (CHD) IV-CALABARZON  <b>BATANGAS MEDICAL CENTER</b>              Batangas City  <b>ISO 9001:2015 CERTIFIED</b> </p> <div style="text-align: right;">  </div>	
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## INVITATION TO BID IB 2021-005

1. The Batangas Medical Center through the General Appropriations Act intends to apply the sum of the following projects being the Approved Budget for the Contract (ABC) to payments under the contract for each bid. Bids received in excess of the ABC for each bid shall be automatically rejected at the bid opening.

	Projects/Contract Duration	Project Code	ABC	Bid Docs Fee	Pre-bid Conference	Opening of Bids
1	Design and Build of Centralized Warehouse Phase – 1 (Ground Floor and Mezannine) / (180 calendar days)	IB2021-005A	19,800,000.00	25,000.00	May 11, 2021 9:00 a.m.	May 25, 2021 9:00 a.m.

2. The BATANGAS MEDICAL CENTER now invites bids for the above Procurement Project. Completion of Works is required as stated at the table above. Bidders should have completed a contract similar to the Project as stated in the Bidding Documents.

The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II (Instruction to Bidders).

3. Due to restrictions on mass gathering brought by the COVID-19 pandemic, Electronic Bidding shall be utilized through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act” and Resolution No. 09-2020 of the Government Procurement Policy Board entitled “Approving Measures for the Efficient Conduct of Procurement Activities During a State of Calamity, or Implementation of Community Quarantine or Similar Restrictions”
4. Prospective Bidders may obtain further information from Batangas Medical Center and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m. Mondays to Fridays.
5. A complete set of Bidding Documents may be acquired by interested bidders on May 11, 2021 up to May 25, 2021 through electronic process. Only bidders who paid the applicable fee for the Bid Document and who submitted proof of payment shall be allowed to participate in the e-bidding and submit the bid pursuant to the latest Guidelines issued by the GPPB and upon specific instruction of the Procuring Entity, in the amount stated at the table above.

It may also be downloaded free of charge from the website of the Procuring Entity provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The Batangas Medical Center will hold a Pre-Bid Conference on May 11, 2021 9:00 a.m. via zoom portal.

Meeting ID: 885 4031 8942

Passcode: 165269

7. Bids must be duly received by the BAC Secretariat at the electronic portal to be given before the scheduled bid opening on or before 9:00 a.m. of May 25, 2021.
8. All bids must be accompanied by a Bid Securing Declaration or any form of bid security in any of the acceptable forms and in the amount stipulated in ITB Clause 16.
9. Bid Opening shall be on May 25, 2021 9:00 a.m. via ZOOM portal. Bids will be opened in the presence of the bidders' representatives who will be given the link to the portal once proof of payment have been submitted. Late Bids shall not be accepted.
10. The Batangas Medical Center reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

*HBAC Secretariat*

*Batangas Medical Center*

*Kumintang Ibaba*

*Batangas City*

*Tel. Nos. (043) 723-6176 / (043) 740-8303 to 8307 local 1129*

[procurement.batmc@yahoo.com](mailto:procurement.batmc@yahoo.com)

(SGD.) ELIZABETH V. PALINES, MD, FPNA, FPPS, FCNSP  
HBAC Chairman

## REMINDERS FOR ONLINE BIDDERS

### PREBID CONFERENCE

1. The Batangas Medical Center will hold a Pre-Bid Conference on May 11, 2021 9:00 a.m. via zoom portal.  
Meeting ID: 885 4031 8942  
Passcode: 165269
2. Interested parties may pre-register before the said date through this link <https://forms.gle/pAH9diZ2wWjokMh59> and meeting invitation shall be sent to your registered email address otherwise wait for the meeting invitation to be posted in BatMC's official website and social media pages or contact our BAC Secretariat for details.
3. Please click the link to the attendance registry at the Zoom waiting room on the day of the actual conference to document your presence in the said event. Certificate of Attendance shall be on a per request basis however, we cannot provide such certificate if you did not log in the registry.
4. Please be advised that the pre-bid conference shall be audio and video recorded, and stored as part of the documentation process of the Batangas Medical Center. Hence, your attendance to the event shall indicate your explicit consent on the recording of your image and voice, collection and processing of your personal data as disclosed and captured during the event. Rest assured that processing of data is done solely for legal purposes and in compliance with the Government Procurement Reform Act.

### SUBMISSION OF BID DOCUMENTS

The Batangas Medical Center will only accept bid documents submitted electronically to the designated Google Form link to be given upon showing of proof of payment before the opening date of the bids. Bidders are required to show proof of payment submitted to [bac@batmc.doh.gov.ph](mailto:bac@batmc.doh.gov.ph) before it will be given the link for submission of bid documents.

Payment can be made by paying directly to the cashier of the Procuring Entity or through bank transfer at: **Bank Name: Land Bank of the Philippines, Account Name: Batangas Medical Center, Account Number: 0302 1161 99**. Either way, proof of receipt must be emailed to the aforementioned address to be given the link for submission of bids.

1. Bidders must submit 3 files
  - a. Copy of Official Receipt
  - b. Eligibility/Technical File
  - c. Financial File
2. Documents must be continuous scan or multiple pages in one PDF file. Include table of contents in the front page to facilitate for quick search of the document.

3. Files b and c should be individually compressed and password protected using third party applications such as win.zip, win.rar, etc... (Password shall not be disclosed until the day of bid opening)
4. Use the following format for filename for easy identification of your files.
  - a. ProjectCode\_CompanyName\_OR
  - b. ProjectCode\_CompanyName\_Eligibilitydocs
  - c. ProjectCode\_CompanyName\_Financialdocs
5. Link to the submission of documents shall be given, emailed or sent only to bidders upon submission of proof of payment.
6. Documents must be submitted **anytime before the opening of bids and upon showing of proof of payment (Note: Needs time for secretariat to download and organize files before Bid Opening)**
7. Late submission shall be invalidated based on the automatic date/time of submission as recorded in the online facility.
8. Corrupted or files that are inoperable during the opening are likewise invalidated. Please check your files accordingly after submission.
9. In case of submission of more than 1 set of files, the latest submission within the set deadline shall be deemed valid.

## **BID OPENING**

1. Bid Opening shall be on **May 25, 2021 9:00** a.m. via ZOOM portal.
2. Link to the event shall only be given to qualified bidders who has shown proof of payment of applicable fees for bid documents.
3. Meeting invitation shall be sent to your registered email address or contact BatMC BAC Secretariat for details.
4. Bids will be opened in the presence of the bidders' representatives who will be given the link to the portal once proof of payment have been submitted. The company representative shall disclose the respective password for each of their file to be opened during the event.
5. Please be advised that the bid opening shall be audio and video recorded, and stored as part of the documentation process of the Batangas Medical Center. Hence, your attendance to the event shall indicate your explicit consent on the recording of your image and voice, collection and processing of your personal data as disclosed and captured during the event. Rest assured that processing of data is done solely for legal purposes and in compliance with the Government Procurement Reform Act

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## 1. **Scope of Bid**

The Procuring Entity, **BATANGAS MEDICAL CENTER** invites Bids for the

*Design and Build of Centralized Warehouse Phase – 1 (Ground Floor and Mezannine) / (180 calendar days)*

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

## 2. **Funding Information**

2.1. The GOP through the source of funding as indicated below for 2021 in the amount of *NINETEEN MILLION EIGHT HUNDRED THOUSAND PESOS ONLY pesos only. [PHP 19,800,000.00]*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## 3. **Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. **Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “P” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## **6. Origin of Associated Goods**

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.1. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and



comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents Comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## **11. Documents Comprising the Bid: Financial Component**

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

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

## **15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **16. Sealing and Marking of Bids**

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

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

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **17. Deadline for Submission of Bids**

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **18. Opening and Preliminary Examination of Bids**

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC

shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet (BDS)**

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

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

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

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

# Bid Data Sheet

ITB Clause							
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:  <i>GENERAL CONSTRUCTION</i>						
7.1							
10.3	<i>[Specify if another Contractor license or permit is required. ]</i>						
10.4	The key personnel must meet the required minimum years of experience set below: <table><tr><td><u>Key Personnel</u></td><td><u>General Experience</u></td><td><u>Relevant Experience</u></td></tr><tr><td></td><td></td><td></td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>			
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>					
10.5	The minimum major equipment requirements are the following: <table><tr><td><u>Equipment</u></td><td><u>Capacity</u></td><td><u>Number of Units</u></td></tr><tr><td></td><td></td><td></td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>			
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>					
12	<i>[Insert Value Engineering clause if allowed.]</i>						
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <div><div>a.</div><div>The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</div></div> <div><div>b.</div><div>The amount of not less than <i>(5%) of ABC</i> if bid security is in Surety Bond.</div></div>						
19.2							
20	<i>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]</i>						
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.						

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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

## 1. Scope of Contract

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

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

## 2. Sectional Completion of Works

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

## 3. Possession of Site

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 part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

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, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

## **8. Liability of the Contractor**

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## **9. Termination for Other Causes**

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

## **10. Dayworks**

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

## **11. Program of Work**

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

## **12. Instructions, Inspections and Audits**

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

## **13. Advance Payment**

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

## **14. Progress Payments**

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

## **15. Operating and Maintenance Manuals**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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

# Special Conditions of Contract

GCC Clause	
2	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	<p><i>[Select one, delete the other.]</i></p> <p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years.</p> <p><i>[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 lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p>
10	<p><b>a.</b> No dayworks are applicable to the contract.</p>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within 7 CALENDAR days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .
13	The amount of the advance payment is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> .
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.
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> .
15.2	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> .

## ***Section VI. Specifications***

### **Notes on Specifications**

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

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

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

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

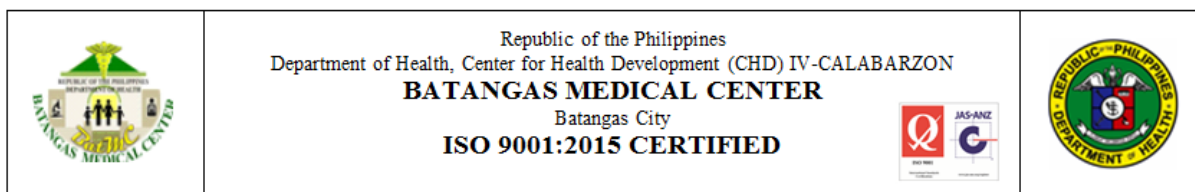
#### **Sample Clause: Equivalency of Standards and Codes**

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

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

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





## TERMS OF REFERENCE

Project: Design and Build of Centralized Warehouse Phase-1 (Ground Floor and Mezannine)  
 Client: Batangas Medical Center  
 Project Location: Batangas Medical Center, Kumintang Ibaba, Batangas City  
 Approved Budget for the Contract: Php 19, 800,000.00  
 Contract Duration: 180 Calendar Days

### I. BACKGROUND

The Batangas Medical Center, located in Kumintang Ibaba, Batangas City, is a 400-bed, tertiary, medical center under the Department of Health. It has the primary goal of providing quality medical care and treatment to patients irrespective of sex, socio-economic status and religious creed.

Designated by the DOH as a teaching and training center, the Hospital provides appropriate training programs, materials and facilities that aim at providing its medical and non-medical staff with opportunities for professional development and competency building. Thus, with its well-trained and competent professionals, the hospital has continued to achieve its primary goal-the delivery of quality health care services to its patients.




### II. PROJECT COMPONENTS

Site and space planning were governed by the standards, rules and regulations on the design of Hospital Warehouse Building as prescribed by the Department of Health. Building design shall conform to the provisions of the National Building Code of the Philippines (PD 1096), Accessibility Law (BP 344), National Structural Code of the Philippines (2015 Revised), Electrical Code, Mechanical Code, Sanitary Code, Fire Code and other laws and regulations covering environmental concerns and local ordinances and regulations.

#### A. Design Stage (30 Calendar Days)

Preparation and submission of the following:

1. Engineering Surveys and Investigation  
Surveys and Investigations of the site includes Soil Boring Test.
  
2. Detailed Architecture and Engineering Design (DAED)
  - a. Perspective Views (Exterior)
  - b. Site Plan, Floor Plans, Two Sections and Four Elevations
  - c. Detailed Architectural Plans
  - d. Detailed Electrical Plans
  - e. Detailed Electronics and Communication Plans
  - f. Detailed Sanitary/plumbing Plans (Storm Drainage, Sanitary and Plumbing Plans)
  - g. Detailed Mechanical Plans (Air Conditioning, Fire Protection)
  - h. Structural Computations, including Soil Boring Test Results and Seismic Analysis and Electrical Design Computations.
  - i. General Notes and Technical Specifications describing type and quality of materials and equipment to be used, manner of construction and the general conditions under which the project is to be constructed.

	<p style="text-align: center;">             Republic of the Philippines              Department of Health, Center for Health Development (CHD) IV-CALABARZON  <b>BATANGAS MEDICAL CENTER</b>              Batangas City  <b>ISO 9001:2015 CERTIFIED</b> </p> <div style="display: flex; justify-content: flex-end; align-items: center;">  </div>	
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- j. Detailed Bill of Quantities (BOQ), Cost Estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals.
- k. Summary of Works

## **B. Construction Stage (150 Calendar Days)**

As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with Annex "E" and GUIDELINES FOR THE IMPLEMENTATION OF CONTRACTS FOR DESIGN AND BUILD INFRASTRUCTURE shall comply with Annex "G" of IRR 9184. The following provisions shall supplement these procedures:

1. No works shall commence unless the contractor has submitted the prescribed detailed design drawings as requirements for the Building Permit .Work execution shall be in accordance with reviewed and approved documents.
2. The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the concerned Building Officials to meet all regulatory approvals as specified in the contract documents.
3. The Contractor shall submit a detailed program of work within seven (7) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that 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;
  - d. General description of the design and construction methods to be adopted;
  - e. Number and names of personnel to be assigned for each stage of the work;
  - f. List of equipment required on site for each major stage of the work; and
  - g. Description of the quality control system to be utilized for the project.
4. Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall rectified, resubmitted and reviewed at the contractor's cost. If the Contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the contractor shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.
5. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:
  - a. Change Orders resulting from design errors, omissions or nonconformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity.

- b. Provided that the contractor suffers delay and/or incurs costs due to changes or errors in the procuring entity's performance specifications and parameters, he shall be entitled to either one of the following:
  1. an extension of time for any such delays under Section 10 of Annex "E" (RA 9184); or
  2. payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original contract price.
- c. The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract price will be paid.
- d. The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E", IRR (RA 9184)
- e. The procuring entity shall define the quality control procedures for the design and construction in accordance with agency guidelines and shall issue the proper certificates of acceptance for sections of the works or the whole of the works as provided for in the contract documents.
- f. The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.
- g. All design and build projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Article 1723 of the New Civil Code of the Philippines.
- h. The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty period of 15 years for permanent structures/buildings as specified in Section 62.2.3.2 of the IRR (RA 9184)




### III. ELIGIBILITY REQUIREMENTS

#### A. Basic

1. The eligibility requirements for Design and Build Scheme shall comply with the applicable provisions of Sections 23 – 24 of IRR of RA 9184.
2. A modified set of requirements integrating eligibility documents and criteria for infrastructure projects and consulting services shall be adopted in accordance with Annex G- Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects, Annex 'G' of IRR of RA 9184

#### B. Specialized

For the **Design Stage** of the contract, the Bidder is required to hire the minimum number of people as shown below. However, should the Bidder opine that the required number would be insufficient to complete the works/services within the specified time

	<p style="text-align: center;">             Republic of the Philippines              Department of Health, Center for Health Development (CHD) IV-CALABARZON  <b>BATANGAS MEDICAL CENTER</b>              Batangas City  <b>ISO 9001:2015 CERTIFIED</b> </p> <div style="display: flex; justify-content: flex-end; align-items: center;">  </div>	
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frame, the Bidder can hire additional staff which method deserves to be detailed or explained in the Bidder's Technical Proposal. Likewise, the Bidder shall remunerate this additional staff all within the Bidder's Financial Proposal.

a. Project Coordinator(s)

- i. Licensed Architect or Engineer
- ii. At least 10 years experience in overall project management
- iii. Superb oral and written communication skills, organization skills and excellent administrative abilities.

b. Architect

- i. Licensed Architect
- ii. Preferably at least 5 years experience in hospital and hospital related projects.
- iii. Proficient in AutoCAD software.

c. Civil/Structural Engineer

- i. Licensed Civil Engineer
- ii. Preferably at least 5 years experience in hospital and hospital related projects
- iii. Proficient in AutoCAD, STAAD/ ETABS softwares

d. Electrical Engineer

- i. Licensed Electrical Engineer preferably Professional Electrical Engineer
- ii. Preferably at least 5 years experience in hospital and hospital related projects
- iii. Proficient in AutoCAD software

e. Mechanical Engineer

- i. Licensed Mechanical Engineer preferably Professional Mechanical Engineer
- ii. Preferably at least 5 years experience in hospital and hospital related projects
- iii. Proficient in AutoCAD software

f. Sanitary Engineer

- i. Licensed Sanitary Engineer
- ii. Preferably at least 5 years experience in hospital and hospital related projects
- iii. Proficient in AutoCAD software

g. CADD Operator

- i. At least Bachelor's Degree in Architecture or Engineering
- ii. Proficient in AutoCAD software
- h. Others as may be required for the Project.

For the **Construction Stage** of the contract, list of contractor's and/or joint venture contractor's key personnel to be assigned to the contract to be bid, with their complete qualification and experience data, shown in matrix with CV including copy of updated licenses or proof of renewal of their licenses, if expired. The list must contain the name, educational attainment, training, professional license and work experience of personnel.

1. Project Manager

- a. Architect or Civil Engineer with min. 10 years experience as Project Manager
- b. Experience in new vertical construction/medium rise building construction.

2. Project Engineer

- a. Architect or Civil Engineer with min. 5 years experience as Project Engineer.
- b. Experience in new vertical construction/medium rise building construction

3. Engineers to be assigned to Project

- a. Structural Engineer - minimum 5 years in Practice
- b. Sanitary Engineer - minimum of 5 years in practice
- c. Professional Electrical Engineer – minimum 5 years in practice
- d. Professional Mechanical and Fire Protection Engineer – minimum 5 years in practice.
- e. Safety Officer- at least 5 years experience as safety officer
- f. Materials Engineer - at least five (5) years licensed engineer

4. Foreman

5. Administrative Support

**IV. APPROVED BUDGET COST**

The total approved budget cost for the project is Nineteen Million and Eight Hundred Thousand Pesos (Php 19,800,000.00). Proposals exceeding the ABC shall be automatically rejected.

**V. PROPOSED TERMS OF PAYMENT**

The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex “E” of RA 9184.

Once a month, the Contractor may submit a Statement of Work Accomplishment (SWA) or progress billing and corresponding request for progress payment for work accomplishment. The SWA should show the amounts which the contractor considers itself to be entitled to up to the end of the month to cover (a) the cumulative value of the works it executed to date, based on the items in the Bill of Quantities, and (b) adjustments made for approved variation orders executed.

**VI. TIME FRAME**

The Contractor is required to complete the Project within an indicative period as shown below, to start upon the contractors receipt and signing of Notice to Proceed

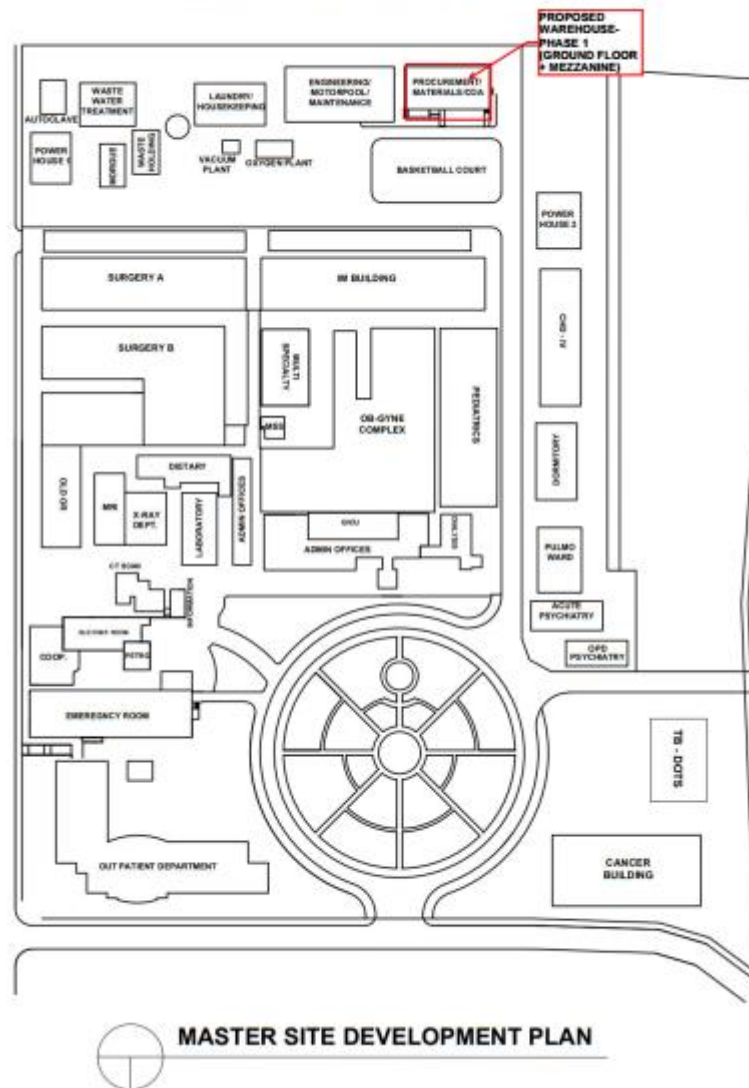
**Design and Construction Schedule:**

	CALENDAR DAYS					
	1-30	31-60	61-90	91-120	121-150	151-180
STAGE						
Design Stage						
Construction Stage						



## VII. MASTER SITE DEVELOPMENT PLAN




### BATANGAS MEDICAL CENTER



## VIII. SCOPE OF WORKS

	<u>DESIGN STAGE</u>
1	DETAILED ARCHITECTURAL AND ENGINEERING DESIGN (DAED) INCLD SOIL BORING TEST AND NECESSARY ENGINEERING SURVEYS
	<u>CONSTRUCTION STAGE</u>
	<u>GENERAL REQUIREMENTS</u>
2	GENERAL REQUIREMENTS (Temporary Facilities and Utilities, Project Billboard)
3	BUILDING PERMITS, FIRE CLEARANCES, OCCUPANCY PERMITS, PERMIT TO OPERATE (PLANS,FEES AND DOCUMENTATIONS)
	<u>ARCHITECTURAL WORKS</u>
4	MASONRY WORKS
5	CONCRETE TOPPING
6	DAMPROOFING AND WATERPROOFING WORKS
7	CEILING WORKS
8	PLASTERING WORKS
9	SKIMCOATING
10	PAINTING WORKS
11	TILING WORKS
12	TINSMITHRY WORKS (SANDWICH PANELS)
13	DOORS AND WINDOWS INCLD G.I. ROLL-UP DOORS
14	BUILDING AND ROOM SIGNAGES
	<u>CIVIL AND STRUCTURAL WORKS</u>
15	SOIL/EARTHWORKS INCLD SOIL POISONING
16	CONCRETE WORKS
17	REBAR WORKS
18	ROOF AND TRUSSES
19	MISCELLANEOUS ITEMS (SCAFFOLDINGS, FORMWORKS, NAILS, WIRES, ANGEL BARS, ETC)
	<u>ELECTRICAL AND LAN/INTERNET WORKS</u>
20	LIGHTING FIXTURES
21	WIRING DEVICES
22	ROUGHING-INS
23	WIRES AND CABLES



	<p style="text-align: center;">             Republic of the Philippines              Department of Health, Center for Health Development (CHD) IV-CALABARZON  <b>BATANGAS MEDICAL CENTER</b>              Batangas City  <b>ISO 9001:2015 CERTIFIED</b> </p> <div style="text-align: right;">  </div>	
24	PANELBOARDS AND CIRCUIT BREAKERS	
25	FIRE DETECTION AND ALARM SYSTEM	
26	MISCELLANEOUS (ELECTRICAL TAPES, RUBBER TAPES, GI WIRES, EPOXY PAINT, PAINT THINNER, ALUMINUM PAINT, PAINT BRUSH, PVC SOLVENTS, DRILL BITS)	
	<u>SANITARY WORKS</u>	
27	PLUMBING FIXTURES	
28	SEWERLINE SYSTEM	
29	VENT SYSTEM	
30	COLD WATERLINE SYSTEM	
31	STORM DRAINAGE LAYOUT	
32	SEPTIC VAULT	
	<u>MECHANICAL WORKS</u>	
33	VENTILATION/AIRCONDITIONING	
	<u>OTHERS</u>	
34	DEMOLITION WORKS INCLD HAULING OF DEBRIS	
35	EXIT STAIRS WITH ROOF	
36	HIGH SHELVES AND CABINETS FOR STOCKS	
37	AUTOMATIC FIRE SPRINKLER SYSTEM	
38	CCTV SYSTEM	
39	ELECTRICAL FEEDERLINE INCLD BREAKERS AND ACCESSORIES FROM POWERHOUSE	

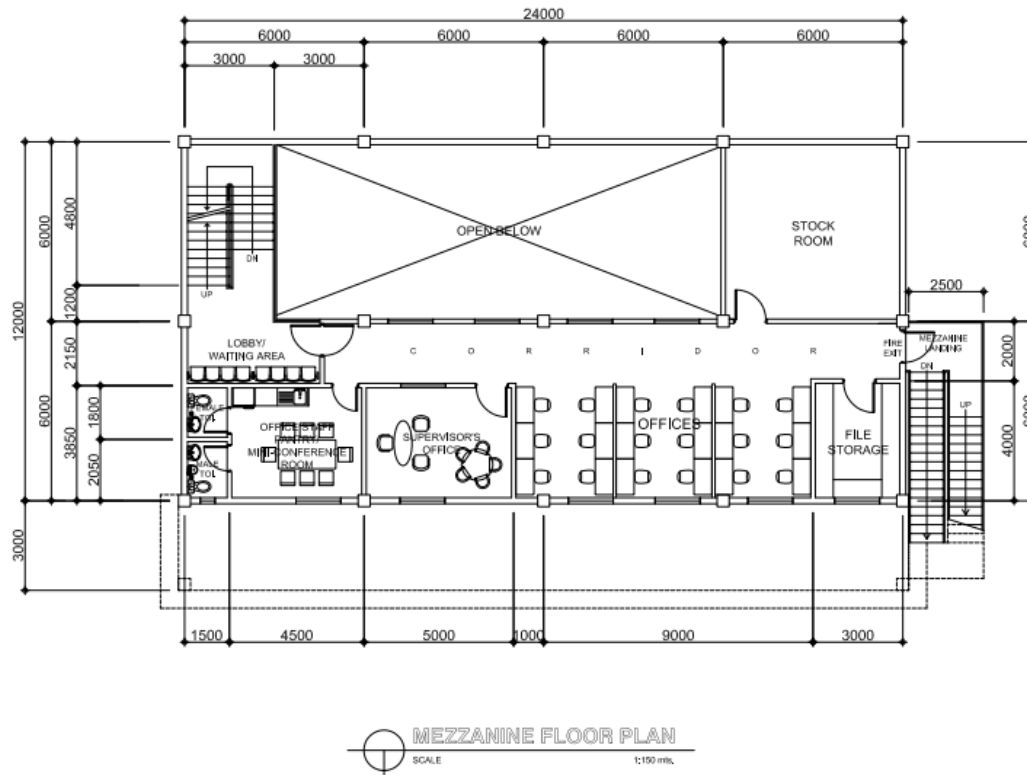
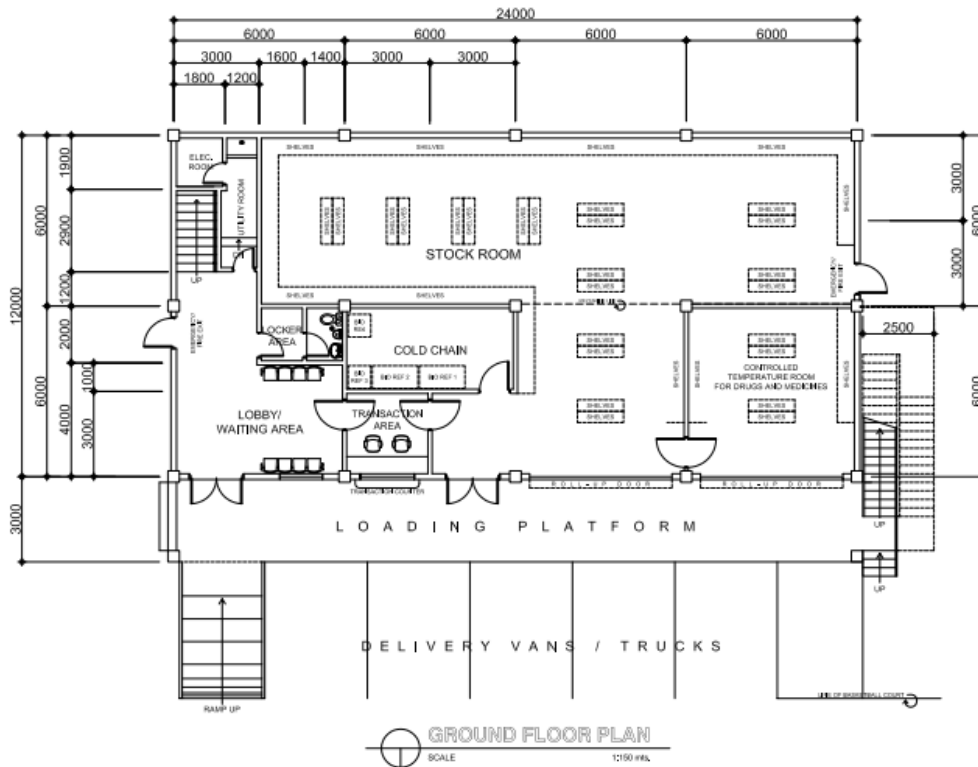
**NOTES:**

1. Structural Works should be designed for Four (4) Storey Building
2. Loading Platform and Ramp-up should be covered
3. Should include High Built-in Cabinets and Shelves
4. Steel Swing doors with Viewing Glass for Cold-Chain, Stock Room and Controlled Temperature Area
5. With Control Temperature for Ventilation and AirConditioning
6. Electrical Service Entrance and Electrification included
7. Building Should be Operational upon Turnover by the Contractor
8. Contractor shall submit Negative result of RT-PCR or Rapid Antigen Test prior to start of Construction





## IX. SCHEMATIC FLOOR PLANS



## ***Section VIII. Bill of Quantities***

### **Notes on the Bill of Quantities**

#### **Objectives**

The objectives of the Bill of Quantities are:

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

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

#### **Daywork Schedule**

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

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

#### **Provisional Sums**

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

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

### **Signature Box**

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

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

## ***Section IX. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- ☐ Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;  
**and**
- ☐ Mayor’s or 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;  
**and**
- ☐ Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- ☐ Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
- ☐ Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
- ☐ 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;
- ☐ Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration;
- ☐ Project Requirements, which shall include the following:
  - ☐ a. Organizational chart for the contract to be bid;
  - ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ Original duly signed Omnibus Sworn Statement (OSS);

**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

**Financial Documents**

- ☐ The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

***Class "B" Documents***

- ☐ If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ Original of duly signed and accomplished Financial Bid Form;

**Other documentary requirements under RA No. 9184**

- ☐ Original of duly signed Bid Prices in the Bill of Quantities;
- ☐ Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid;
- ☐ Cash Flow by Quarter.

Name of the Procuring Entity

Project Reference Number

Name of the Project  
Location of the Project

Standard Form Number: SF-GOOD-13a  
Revised on: July 28, 2004

List of all Ongoing Government & 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 Nos.	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>								
						Total Cost		

Note: This statement shall be supported with:

- 1 Notice of Award and/or Contract
- 2 Notice to Proceed issued by the owner
- 3 Certificate of Accomplishments signed by the owner or authorized representative

Submitted by :  
(Printed Name & Signature)  
Designation :  
Date :

One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all its on-going, completed, and awarded but not yet started contracts.

Name of the Procuring Entity

Project Reference Number

Name of the Project  
Location of the Project

Standard Form Number: SF-GOOD-13b  
Revised on: July 28, 2004

Statement identifying Single Largest Completed Contract similar to the contract to be bid

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at 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 Contract  
2 Certificate of Completion  
3 Certificate of Acceptance

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all contracts which are similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder's largest single completed contract, adjusted to current prices using the National Statistics Office (NSO) consumer price indices available at the G-EPS website, and similar to the contract to be bid, must be at least fifty percent (50%) of the approved budget for the contract to be bid.



## **Bid Securing Declaration Form**

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

## Performance Securing Declaration (Revised)

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

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

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### **BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>1</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized

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<sup>1</sup> currently based on GPPB Resolution No. 09-2020

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].

- I. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Republic of the Philippines  
Department of Health

## TECHNICAL SPECIFICATIONS

Design and Build of Centralized Warehouse Phase – 1 (Ground Floor and Mezannine) /  
(180 calendar days)  
IB2021-005

PROCURING ENTITY DESCRIPTION					BIDDERS OFFER
SN NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL ABC (PHP)	BID AMOUNT PHP
1	Design and Build of Centralized Warehouse Phase – 1 (Ground Floor and Mezannine) / (180 calendar days)	lot	1	19,800,000.00	
			TOTAL BID AMOUNT		

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Name and Signature  
of Authorized Representative

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Sgd. ELIZABETH V. PALINES MD, FPNA  
BATANGAS MEDICAL CENTER  
BAC CHAIRMAN

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

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**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

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**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

