

PHILIPPINE BIDDING DOCUMENTS



NEGOTIATED PROCUREMENT FOR THE REMOVAL AND REPLACEMENT OF EXISTING ROOF SHEETS OF THE INSURANCE COMMISSION (IC) MAIN OFFICE BUILDING

Government of the Republic of the
Philippines

Insurance Commission

Project Reference Number: 2018-11-394

10 May 2019

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Section I. Request for Quotation



Republic of the Philippines
 Department of Finance
INSURANCE COMMISSION
 1071 United Nations Avenue, Ermita, Manila



REQUEST FOR QUOTATION

NEGOTIATED PROCUREMENT FOR THE REMOVAL AND REPLACEMENT OF EXISTING ROOF SHEETS OF THE INSURANCE COMMISSION (IC) MAIN OFFICE BUILDING

(PROJECT REFERENCE No. 2018-11-394)

- In view of the two (2) failed biddings, the **INSURANCE COMMISSION (IC)** through its Bids and Awards Committee (BAC) invites PhilGEPS registered interested Contractors to participate in the Negotiated Procurement (Section 53.1-Two Failed Biddings of the 2016 RIRR of R.A. No. 9184) for ***the Removal and Replacement of Existing Roof Sheets of IC Main Office Building at 1071 United Nations Avenue, Ermita, Manila*** with an Approved Budget for the Contract (ABC) in the amount of **Fifteen Million Nine Hundred Thousand Pesos (Php15,900,000.00)**, inclusive of 12% VAT and all other applicable taxes and charges.
- The schedule of bidding activities are as follows:

ACTIVITIES	SCHEDULE
Posting of Request for Quotation	May 10, 2019
Issuance and Availability of Request for Quotation	Starting May 10, 2019
Pre-Bid Conference	May 15, 2019, 10:0 AM
Issuance of Amendments/Clarifications	May 16, 2019
Submission of Eligibility, Technical Components and Financial Documents	May 20, 2019, 10:00 AM

- A complete set of Request for Quotation may be acquired by interested Bidders at 1071 United Nations Avenue, Ermita Manila upon payment of a nonrefundable fee in the amount of **TWENTY FIVE THOUSAND PESOS (PHP25,000.00)** not later than the submission of their bids.

4. The bidders shall submit their accomplished bid proposals in sealed envelopes, which must be duly received by the BAC at the Insurance Commission, 1071 United Nations Avenue, Ermita, Manila. Interested bidders may obtain further information from the Bids and Awards Committee (BAC) Secretariat c/o Chantal Mae V. Simon, Head of BAC Secretariat, 1st Floor, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila, telephone numbers 523-8461 local 123 during office hours.
5. Submission shall be subject to evaluation based on the attached Terms of Reference and Scope of Work, Technical Descriptions, Drawings/Plans, Documentary Requirements, including the Bidding Forms.
6. The IC will not be responsible for any costs or expenses to be incurred by the interested Contractor in connection with its participation in the said negotiation process.
7. IC reserves the right to waive any formality in the responses to the eligibility requirements and to this invitation. IC 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 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders

EDWIN CORNELIUS A. LAUZ
BAC Chairperson

Section II. Instructions to Bidders

General

1. Scope of Bid

The Insurance Commission wishes to received bids for the ***Removal and Replacement of Existing Roof Sheets of IC Main Office Building at 1071 United Nations Avenue, Ermita, Manila***

2. Source of Funds

The Funding Source is through the Approved Budget of the Insurance Commission in the amount of **Fifteen Million Nine Hundred Thousand Pesos (Php15,900,000.00), inclusive of 12% VAT and all other applicable taxes and charges.**

3. Eligible Bidders

3.1. The following persons shall be eligible to participate in this procurement:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

For the purposes of determination of technically, legally and financially capable of the contractor for this particular negotiated procurement, the hereunder contractor shall deemed qualified:

- (a) All bidders who participated in the two (2) earlier failed biddings provided that they have been declared eligoble by the IC-BAC.
- (b) New bidders provided that will comply with the same eligibility and technical requirements prescribed under most recent failed bidding.

4. Bidder's Responsibilities

4.2 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in the Bidding Documents.

4.2 The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) if there is any.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - i. Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- ii. Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- iii. Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 4.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 4.3. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.

- 4.5. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 4.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

Preparation of Bids

5. Eligibility, Technical and Financial Documents

5.1 FIRST ENVELOPE:

A. Eligibility Documents

1. PhilGEPS Certificate of Registration of Membership under Platinum category;
2. Department of Trade and Industry (DTI) business name registration or Securities and Exchange Commission (SEC) registration certificate whichever is appropriate under existing laws of the Philippines;
3. Articles of Incorporation and By-laws
4. Valid and current Mayor's/Business Permit
5. Latest Audited Financial Statement stamped received by the BIR
6. BIR Registration
7. Tax Clearance;
8. Site Inspection Certificate issued by IC Administrative Division;
9. Statement of all 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 **(IC Form No. 7)**;

10. Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid **(IC Form No. 8)**.

For this purpose, similar contracts shall refer to contracts pertaining to construction of buildings/offices.

The following Proofs of Completion for such contract must be submitted:

- a) Owner's Certificate of Final Acceptance; or
 - b) Certificate of Completion and the Constructors Performance Evaluation Summary (CPES) Final Rating, which must be at least satisfactory.
11. PCAB License and Registration with classification of General Building under Category B;
12. Computation of its Net Financial Contracting Capacity (NFCC) **(IC Form No.5)**;
13. If applicable, the **Joint Venture Agreement (JVA) (IC Form No. 14)** 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.

B. Technical Documents

1. Bid Securing Declaration or any of the following:
 - a) The amount of not less than **Three Hundred Eighteen Thousand Pesos (Php318,000.00) [2% of ABC]**, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;
 - b) The amount of not less than **Seven Hundred Ninety-Five Thousand Pesos (Php795,000.00) [5% of ABC]** if bid security is in Surety Bond.

If the Bid Security is in the form of cashier's/manager's check, the payee shall be **"INSURANCE COMMISSION"**.

If the bidder opts to submit a surety bond callable upon demand by a surety or insurance company, such surety or insurance company must be duly certified by the Insurance Commission as authorized to issue such security.

The bid security shall be valid and effective 120 days from the date of negotiation (See applicable Form Nos. 3, 4, & 5).

2. Preliminary schematic design plans in accordance with attached Drawings:
 - a) Roof Plan;
 - b) Storm Drainage Location Plan;
 - c) Gutter Details (Contractor is required to produce shop drawings based on actual situation of the existing gutter. Prior approval of said drawing by the IC Contract of Service Specialist and the TWG is essential before commencement of the work); and
 - d) Location of Slabs to be re-water proofed.
3. Design and construction methods - Narrative description of the following architectural and engineering system indicating approaches and methodologies and highlights unique to office requirements **(IC Form No. 9)**:
 - a) Roofing Works;
 - b) Plumbing Works; and
 - c) Performance Evaluation and Review Technique – Critical Path Method for the Project (PERT-CPM)
4. List of construction personnel, to be assigned to the contract to be bid, with their complete qualifications and experience data, supported by the following:
 - a) Contractor's Letter Certificate to Procuring Entity **(IC Form No. 10)**;
 - b) Key Personnel's Certificate of Employment **(IC Form No. 11)**;
 - c) Key Personnel's Bio-data **(IC Form No. 12)**;
 - d) Photocopy of Valid Professional Licenses Identification Card;

- e) Photocopy of the Certificate of Training of the Construction Safety and Health Personnel/Safety Officer;
 - f) Copy of Alpha List of Employees submitted to BIR; and
 - g) Organizational Chart/Structure **(IC Form No. 13)**.
5. Value engineering analysis of design and construction method. The bidders shall submit a Value Engineering Analysis of the Design and Construction Method in narrative and/or table form. In case there is no such proposed modifications, the bidder must still submit Value Engineering Analysis indicating "No proposed modification".
6. For the fixtures and accessories, the Bidder shall submit as part of its Technical Documents the following:
- a) Product brochure of the brand/model being offered showing compliance to the technical specifications;
 - b) List of authorized Service Center/s all over the Philippines with available spare parts, indicating address, telephone numbers, email address and contact person.
7. Conformity with technical specifications, as enumerated and specified in Annex "B" and Section and Bill of Quantities **(IC Form No. 18)**.
8. **Sworn statement** in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed hereunder. Note that if the bidder is a partnership, corporation, cooperative, or joint venture, a **Secretary Certificate or similar certificate** shall also be required, in addition to the said Sworn Statement, using the prescribed form hereunder. **(IC Form No. 1 & 2)**

5.2 SECOND ENVELOPE (FINANCIAL COMPONENT OF THE PROPOSAL)

- 1. Financial Bid Form **(Form No. 15)**;
- 2. Detailed Bid Price **(Form No. 16)**; and
- 3. Monthly cash flow and payments schedule **(Form No. 17)**.

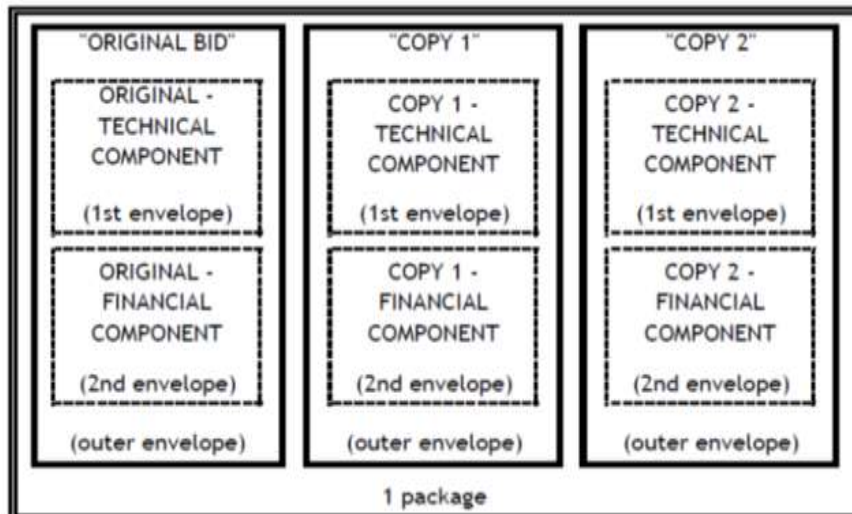
Guidelines in the Submission of Proposal

1. Two (2) separate sealed envelopes shall be submitted simultaneously by the bidder. The first shall contain the technical component of the proposal, including the eligibility requirements, and the second shall contain the financial component thereof.

2. The Bidder shall prepare and submit an original of the first and second envelopes. In addition, the bidder shall be required to submit two (2) copies of the first and second envelopes and an electronic copies of the first and second envelope in CD-ROM or USB flash drive. In the event of any discrepancy between the original and the copies, the original shall prevail.

3. All submissions must be contained and sealed in one (1) package.

Example:



4. Each sealed Bid shall be labeled as follows (sample only):

<HEADER/LABEL>	
ATTENTION :	THE BAC CHAIRPERSON INSURANCE COMMISSION 1071 United Nations Avenue, Ermita Manila, 1000
NAME OF PROJECT :	Removal and Replacement of Existing Roof Sheets of IC Main Office Building
PROJECT REFERENCE NO. :	2017 - 10 - _____
DATE AND TIME OF OPENING BIDS :	<u>BIDDER'S NAME AND SIGNATURE</u>
ADDRESS :	<u>BIDDER'S ADDRESS</u>
<i>DO NOT OPEN BEFORE DATE AND TIME OF OPENING OF BIDS</i>	

5. Envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.
6. Bidders shall submit their proposal through their duly authorized representative using the appropriate forms provided hereunder. The said forms must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
7. Each and every page of the Bid Form, including the Bill of Quantities, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the proposal.
8. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
9. **The Bidder is responsible to have taken steps to carefully examine contents of the Bidding Documents. Failure to observe any of the above-stated requirements, as well as any of the provisions herein shall be at the risk of the Bidder concerned.**
10. **The Bidder, by the act of submitting its proposal, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.**

Section III. Terms of Reference and Scope of Work

TERMS OF REFERENCE AND SCOPE OF WORK

NAME OF PROJECT : REMOVAL AND REPLACEMENT OF EXISTING ROOF SHEETS OF THE INSURANCE COMMISSION (IC) MAIN OFFICE BUILDING (NEGOTIATED PROCUREMENT)

LOCATION: 1071 UNITED NATIONS AVENUE, ERMITA, MANILA

PART 1 – DESCRIPTION OF WORK

- 1.1. The work shall include removal of existing roof sheets and heat insulation, installation of new heat installation, provision of new flashings as indicated in the Plan and in accordance with the above-stated Phases, installation of new stainless (inside and perimeter) gutters and downspouts/waterspouts and waterproofing, and installation of new roof sheets to cover the entire roof area of the IC Main Office Building.
- 1.2. The Contractor shall provide construction methodology and shop drawings/plans for the supply and installation of said new roofing, flashings, heat insulation, downspouts, and stainless (inside and perimeter) gutters. Said methodology and drawings/plans shall be subject to the approval of the Head of the Procuring Entity (HoPE), upon review of the IC Contract-of-Service Specialists and favorable recommendation by the Officer-in-Charge of the Administrative Division of the Procuring Entity.
- 1.3. The Contractor shall warrant the installed materials, particularly the new roof sheets, heat insulation, waterproofing, gutters, and waterspouts/downspouts for a period of **five (5) years** from project acceptance by the Procuring Entity. The Contractor shall likewise be responsible for the repair of any defects; such as, but not limited to, leaks that will occur during the warranty period.
- 1.4. The Contractor shall remove and replace the existing bituminous waterproofing materials applied on the concrete suspended slab, as well as on the portion of the parapet walls.
- 1.5. The Contractor shall install new downspouts to address water pounding and to efficiently and effectively distribute the volume of rainwater.
- 1.6. All roofing works during project implementation shall be executed in a manner that will ensure protection of the IC Main Office Building from water penetration and/or leaks.

PART 2 – RESPONSIBILITIES OF THE CONTRACTOR

- 2.1. The Contractor shall secure and furnish all necessary permits, labor, materials, equipment, apparatus, tools, transportation, water, power, and other services necessary for, and incidental to, the proper installation and completion of the removal and replacement of the roof sheets of the Insurance Commission (IC) Main Office Building.

All permits, clearances, and other incidental fees that may be required by the local government unit and/or the national government shall be borne by the Contractor. The Contractor shall secure all said necessary permits and clearances within fifteen (15) calendar days upon receipt of the Notice to Proceed (NTP).

- 2.2. All prospective Contractors, prior to submitting their respective bids, are required to inspect and examine the site and surroundings of the Proposed Project to arrive at an estimated cost for the labor, materials, equipment, facilities, and services necessary to implement the Project. The site inspection and examination shall be conducted **17 May 2019 at 8:00 a.m. until 12:00 noon**. Any cost incurred during the site inspection shall be for the account of the prospective bidders. For this purpose, each prospective Contractor shall submit a Site Inspection Certificate issued by the Procuring Entity, which shall constitute part of the eligibility documents.
- 2.3. The Contractor shall be held responsible for the proper execution and coordination of its work. The Contractor shall schedule and program the work according to the specified Phases and completion period under the Contract. The work schedule is **subject to temporary stoppage in between phases** of project implementation considering the relocation of employees of the Procuring Entity to designated temporary work/office spaces; and this temporary work stoppage shall not affect the completion period.
- 2.4. The description of work does not, in any way, limit the responsibilities of the Contractor to the general description of the scope of work. The Contractor shall perform all works fully and in accordance with the plans and specifications.
- 2.5. The Contractor shall ensure that the office spaces or workspaces of the Procuring Entity, including office property and equipment, furniture, and fixtures, underneath the roofing work area/s are protected from debris, dust and/or any particles/materials that may fall from the roof and/or ceiling and cause damage.

The Contractor shall also ensure that (a) electrical lightings, including the perimeter lights surrounding the building; (b) electrical equipment such as, but not limited to, wirings, power outlets, emergency lights; (c) telephone lines (both local and direct); (d) fire alarm systems; (e) computer network cables; (f) CCTV lines and cameras; and (g) water supply lines are protected from said debris, dust and/or particles/materials at all times during project implementation.

To this end, the Contractor shall provide appropriate cover and board-up, including caution tapes and signages, for the protection of the Procuring Entity's employees and guests, and its property.

The Contractor shall also conduct general cleaning after work; and shall be liable for any and all losses and/or damage resulting from said falling debris, dust, and/or any particles/materials.

- 2.6. In the event that there is a need to remove, relocate, or adjust objects concerning electrical and auxiliary matters (e.g., electrical lines, water lines, telephone and computer network lines, etc.) during the course of removing the old roofing materials and/or installing the new ones, the Contractor is obliged to return or restore said objects to its prior working condition prior to said removal, relocation, or adjustment **without additional cost to the Procuring Entity**.
- 2.7. The Contractor shall be responsible for the proper transmittal of the removed old materials to the Administrative Division of the Procuring Entity for proper disposal in accordance with existing laws, rules and regulations.

Such transmittal of old materials shall be properly documented to include information such as, among others, a listing with corresponding quantity/ies of the old materials, date of transmittal, name and signature of the Contractor's authorized representative turning over said materials, and the name and signature of the duly authorized representative of the Administrative Division of the Procuring Entity receiving said materials.
- 2.8. The Contractor shall be liable to the Procuring Entity, its employees, and/or its guests in cases of accident and/or damage to property during project implementation. The Contractor shall be responsible for procuring its own Contractor's All Risk Insurance (CARI). The Procuring Entity shall be free from any liability under and/or participation with respect to said insurance.
- 2.9. The Contractor shall provide, on its own account, the electrical power (either connected to the electrical grid with its own sub-meter or a generator), water, special tools/equipment, facilities, and communications equipment necessary to execute the work.
- 2.10. A temporary bunker for the Contractor's workers shall be provided by the Contractor, on its own account, in a space and location designated by the Administrative Division of the Procuring Entity. The Contractor shall ensure the cleanliness, security, and safety of this temporary bunker and its surroundings. Said temporary bunker shall be dismantled/removed by the Contractor after the completion of the project and its acceptance by the Procuring Entity.
- 2.11. The Contractor shall provide all necessary Personal Protective Equipment (PPE) for all of its workers/staff, such as, but not limited to appropriate gear, safety shoes, hardhats, vests, and the like, identification cards (with appropriate labeling), uniforms (color blue), and safety equipment in accordance with the construction industry's safety standards and regulations and applicable laws. The Contractor shall also provide construction safety barricades along the perimeter of and/or within the project site.
- 2.12. The Contractor shall provide adequate and safe temporary access to work

areas by means of scaffolding/s, ladder/s, catwalk/s, and the like.

- 2.13. For security purposes, the Contractor's workers and/or staff shall sign the logbook to be provided by the Administrative Division of the Procuring Entity. Said workers/staff shall indicate their names and daily time records (i.e., time-in and time-out) to reflect time extensions, work suspensions, change/extra work orders, among others, that affect work progress. The Contractor shall likewise maintain its own logbook for the same purpose.
- 2.14. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 2.15. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them
- 2.16 The Contractor shall be responsible for the safety of all activities on the Site.
- 2.17 The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.

PART 3 – QUALITY CONTROL

- 3.1. The Contractor shall employ skilled workers who are trained and experienced in laying roof sheets, installing metal flashings, and all other skills needed to satisfactorily complete the project as specified.
- 3.2. The Contractor shall keep the IC Main Office Building weatherproof and assure the Procuring Entity that the project will be completed within three hundred sixty-five (365) calendar days.
- 3.3. Construction work shall only be done from Monday to Saturday, from 8:00 a.m. to 5:00 p.m. No overtime work shall be performed without prior written request from the Contractor and approval by the Officer-in-Charge of the Administrative Division of the Procuring Entity. If allowed, overtime work shall be under the strict supervision of the duly authorized representative of the Administrative Division of the Procuring Entity and shall only be performed until 9:00 p.m. and only from Monday to Saturday.
- 3.4. The Contractor shall guarantee that the surfaces to which the new roof sheets are to be placed/installed are in good condition.
- 3.5. The Contractor shall guarantee and provide all the materials specified in the Bill of Quantities. All work shall be done in a workman-like manner in accordance with standard practices. Any alteration or deviation from the specifications and drawings/plans in the Contract involving extra costs shall only be executed

upon written order by the HoPE and shall become subject of the appropriate Variation Order/s over and above the estimate, subject to the appropriate provisions of procurement law, rules and regulations.

PART 4 – MATERIALS

A. Roofing Sheets

4.1. The Contractor shall supply and install Galvanized Iron, Long Span Corrugated Roofing Sheets, **each sheet having a dimension of 1.22m in width and 0.6mm in bare thickness**. The long span roof sheets shall be pre-painted with blue color.

B. Ridge Roll and Flashing

4.2. The Contractor shall supply and install Galvanized Iron, Pre-Formed, Pre-Painted ridge roll and flashing having **a dimension of 0.61m in width, 2.44m in length, and 0.44mm in bare thickness**. The ridge roll and flashing shall be pre-painted with blue color.

C. Insulation

4.3. The Contractor shall provide double-sided heat installation with minimum **thickness of 12mm**, including wire mesh.

D. Nails and Fasteners

4.4. All nails, screws, and flashings used for the work shall be galvanized.

PART 5 – EXECUTION

a. Inspection and Evaluation

5.1. The Contractor shall inspect all surfaces prepared for the installation of new roof sheets. Said surfaces shall be sound and free of all defects that may cause damage to the new roofing, flashing, and/or insulation.

5.2. All materials furnished and all work performed under the Contract shall be subject to inspection and acceptance by the Procuring Entity's Contract-of-Service Specialists, Administrative Division representatives, and assigned Technical Working Group (TWG) members. **Said materials/items must be based on samples presented by the Contractor prior to actual delivery, which shall be reviewed by the IC Contract-of-Service Specialists and approved by the HoPE or his duly authorized representative.**

5.3. The delivery of materials/items shall be made during regular office hours (Mondays to Fridays; between 8:00 a.m. and 5:00 p.m.) and upon prior notice to the Officer-in-Charge of the Administrative Division of the Procuring Entity of

at least two (2) working days from the date of delivery.

- 5.4. The Contractor shall strictly comply with the aforesaid Phases, Technical Specifications and Plans/Drawings provided. Any deviation from the same shall be removed by the Contractor or removed at the Contractor's expense, without additional cost to the Procuring Entity.
- 5.5. The Administrative Division of the Procuring Entity shall designate a location for the onsite storage of materials, tools, and equipment that will be utilized by the Contractor. However, it shall be the Contractor's responsibility to build the necessary temporary structure/s to cover and secure said materials, tools, and equipment.
- 5.6. The Contractor shall properly safeguard all equipment, tools, materials, and work against loss, damage, malicious mischief, and/or tampering by unauthorized persons until acceptance of the project by the Procuring Entity (i.e., through appropriate locked and covered storage facilities; surveillance by a designated watchman; and other analogous safeguards). The Contractor shall bear the risk of such loss and/or damage.
- 5.7. Inspection of the work shall not relieve the Contractor from any and all of its obligations under the Contract. Even though the materials or work required to be performed under the Contract have been inspected, accepted, or estimated for payment, the Contractor shall, during the warranty period, replace or repair any such materials or work found to be defective or otherwise not compliant with the specifications and/or standards set forth in this Contract at his own expense.
- 5.8. Any equipment or materials brought by the Contractor to the job site, which are subsequently rejected by the Procuring Entity for not being in accordance with the specifications and/or standards set forth in this Contract, shall be removed and replaced immediately by the Contractor, without additional cost to the Procuring Entity.

B. Installation

- 5.9. The Contractor shall submit construction methodologies for the removal and replacement of all items needed to complete the project. A PERT-CPM shall also be submitted to the Administrative Division of the Procuring Entity to monitor the progress of the project. Said PERT-CPM shall constitute part of the eligibility documents of the Contractor.

C. Progress Reports

- 5.10. The Contractor shall submit monthly progress reports in a tabulated form based on the installed items/materials, which shall be supported by photographs. Said reports shall be submitted to the Administrative Division of the Procuring Entity for review. The reports shall be examined by the Administrative Division of the Procuring Entity with the assistance of the IC Contract-of-Service Specialists.

D. Subcontracting

5.11 Subcontracting shall not be allowed.

PART 6 – EXPERTISE AND QUALIFICATIONS OF CONTRACTOR AND PROFESSIONALS HANDLING THE PROJECT

- 6.1. The Contractor shall have **at least ten (10) years experience** in the field of construction of vertical structures. The Contractor must possess a Philippine Contractors Accreditation Board (PCAB) license of **at least Category “B”** (PCAB Circular No. 001, s. 2009).
- 6.2. The **Project Engineer** that will lead and handle the project must be a registered civil engineer or architect with extensive experience in new construction of buildings of similar or greater magnitude and complexity for a minimum of five (5) years.
- 6.3. A **Project Manager** must have experience in construction management of multiple small to medium scale (simultaneous) projects, and a **Safety Officer** must also have experience in handling safety with Basic Occupational Safety and Health (BOSH) and Construction Safety and Health (CoSH) Training Certifications.
- 6.4. The Contractor shall employ the key personnel named in the Schedule of Key Personnel to carry out the supervision of the Works. Each Key Position shall be played by a different person. Unless the professional personnel are licensed and certified to serve in multiple capacities
- 6.5. 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.
- 6.6. Only qualified personnel and skilled workmen shall be employed onsite, except in positions normally occupied by unskilled labor.
- 6.7. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.8. The Procuring Entity reserves the right to require the Contractor to replace or discharge any laborer or personnel found to have committed disorderly conduct or any other act/s contrary to work-related policies, rules and regulations of the Procuring Entity. **This right, however, shall not be construed as creating an employer-employee relationship between the Procuring Entity and the Contractor’s personnel and/or staff.**
- 6.9. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.

PART 7 – PREPARATION WORKS AND MOBILIZATION

- 7.1. The Contractor shall coordinate with the Administrative Division's authorized representative/s regarding the mobilization of manpower, tools, equipment, materials, and all other necessary items prior to the start of the project.
- 7.2. Mobilization includes obtaining and transporting of equipment, materials, tools, personnel, and all necessary items for the execution and completion of the project to the jobsite. It also includes the set up and preparation of all equipment and instruments until rendered fully operational.

PART 8 – REPAIR OF DAMAGED STRUCTURES

- 8.1 Any and all existing structure/s and or facility/ies that will be damaged during project implementation, which are not covered by the Contract and/or scope of work thereunder, shall be repaired or restored by the Contractor to its original condition at no cost to the Procuring Entity.

PART 9 – CLEANING UP AND SAFETY

- 9.1. The Contractor shall strictly comply with the provisions of the IC Fire and Safety Policy (Annex "A").
- 9.2. Upon completion of the project, the Contractor shall restore all damaged areas and property (if any) to its condition prior to the commencement of the work; and the premises shall be presented in good and clean condition.
- 9.3. The Contractor shall be responsible for the dismantling and removal of all temporary facilities (e.g., bunker, materials storage area, etc.), materials, and equipment from the work site; and the regular cleanup of all affected areas during and upon completion of the work/project.

PART 10 – DURATION OF PROJECT

- 10.1. The Intended **Completion Date** is **Three Hundred Sixty-Five Days (365) days from the date of receipt of Notice to Proceed (NTP)**, which shall commence after the expiration of a grace period of seven (7) days.

The contract duration shall include the transfer/relocation of affected IC employees to their temporary office spaces provided by the Administrative Division and shall reckoned from the start date and not from contract effectivity date.

- 10.2 The **Start Date** shall be the date of receipt of Notice to Proceed (NTP), which shall commence after the expiration of grace period of seven (7) days.

- 10.3 The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the **Program of Work** submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 10.4. The duration of the contract includes a maximum period of thirty calendar (30) days between Phases 1 and 2 of project implementation and another maximum period of thirty (30) days between Phases 2 and 3 to accommodate the relocation of affected IC personnel to their respective designated temporary work/office spaces. For the purposes of this Section, the Contractor shall refer to the drawings/plans provided with respect to the phases of project implementation.
- 10.5. Extension of the period herein shall only be allowed upon written request of the Contractor and approval of the Procuring Entity; and subject to appropriate procurement laws, rules and regulations. The Contractor shall be held liable for penalties for unauthorized extension/s and/or delays provided herein, if applicable.

PART 11 – BONDS AND INSURANCE

- 11.1. The Contractor shall be required to secure/acquire the following bonds and insurance:
- a. Performance Security/Bond in accordance with Section 39 of the revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184;
 - b. Advance Payment Bond;
 - c. Contractor's All Risk Insurance (CARI) with Acts of God; and
 - d. Third Party Liability (TPL) Insurance, with a minimum coverage of Five Hundred Thousand Pesos (Php 500,000.00) per covered person.
- 11.2. The aforesaid bonds and insurance must be submitted to the Procuring Entity within ten (10) calendar days from receipt of the Notice of Award. **Failure of the Contractor to submit the said bonds and insurance shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.**
- 11.3 The Procuring Entity shall be free from any liability under and/or participation as regards said bonds and insurance policies.
- 11.4. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.

- 11.5. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 11.6. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments until the Contractor complies with this Clause.
- 11.7 The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
- (a) The issuer of the insurance policy to be replaced has:
 - (i) become bankrupt;
 - (ii) been placed under receivership or under a management committee;
 - (iii) been sued for suspension of payment; or
 - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

PART 12 – CONSTRUCTION BOND

- 12.1. In addition to insurance discussed in the previous section, the Contractor shall also post a Construction Bond within fifteen (15) calendar days from receipt of the Notice to Proceed (NTP). This Bond shall cover damage/s sustained by the Procuring Entity **during the implementation of the project until its final acceptance**.
- 12.2. The Construction Bond shall be in the amount of **five percent (5%) of the Contract Price** in the form of a manager's check payable to the "INSURANCE COMMISSION".

- 12.3. If the Construction Bond is not called upon during project implementation, said Bond shall be returned to the Contractor within seven (7) calendar days from acceptance of the project by the Procuring Entity.

PART 13 – WARRANTY

- 13.1. The Contractor unconditionally warrants workmanship for a period of **one (1) year from final acceptance by the Procuring Entity**. Any workmanship defects shall be repaired or redone, at no cost to the Procuring Entity.
- 13.2. Warranties on materials used on the project shall be provided by the manufacturer.
- 13.3. The contractor shall warrant any and all works covered by a variation order.

PART 14 – PROGRAM OF WORK

- 14.1. The Contractor shall submit a detailed Program of Work to the Procuring Entity's Representative for approval **within fifteen (15) calendar days of delivery of the Notice to Proceed**. The period between Program of Work updates, if applicable, is fifteen (15) calendar days.
- 14.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 14.3. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the above-stated period.
- 14.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 14.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 14.6. All Variations shall be included in updated Program of Work produced by the Contractor.

PART 15 – EARLY WARNING

- 15.1. The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 15.2. The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

PART 16 – ADVANCE PAYMENT

- 16.1 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 two payments. First payment shall be made on the Start Date, and the balance shall be paid after completion of at least ten percent (10%) of the project.

PART 17 – PROGRESS PAYMENT

- 17.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be **verified and certified** by the Procuring Entity's Representative/Project Engineer.
- 17.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- (a) Cumulative value of the work previously certified and paid for.
 - (b) Portion of the advance payment to be recouped for the month.
 - (c) Retention money in accordance with the condition of contract.
 - (d) Amount to cover third party liabilities.
 - (e) Amount to cover uncorrected discovered defects in the works.
- 17.3. The first progress payment may be paid by the Procuring Entity, upon billing by the Contractor, after at least twenty percent (20%) of the work had been accomplished. Thereafter, Progress Billings shall be submitted to the Procuring Entity every succeeding additional project completion of at least twenty percent (20%). Such billing, including the Statement of Work and Time accomplished by the contractor, must be **verified and approved by Procuring Entity's Representative**.
- 17.4 Materials delivered on site but not completely put in place shall not be included for payment. Mechanical and electrical equipment and electronic devices

completely put in place but does not satisfactorily pass the performance testing shall not be included for payment.

- 17.5. The Bill of Quantities as submitted by the Contractor during bidding process shall serve only for that purpose and shall not in any way become the basis for payment.

PART 18 – BILL OF QUANTITIES

- 18.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 19.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 18.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 18.4. If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

PART 19 – OPERATING AND MAINTENANCE MANUALS

- 19.1. The date by which the Operating and Maintenance Manuals and "As Built" drawings are required is twenty (20) calendar days upon submission of request for final payment. Electronic versions of the As Built documents shall be in PDF and original design software formats. Three (3) sets of As Built drawings, One (1) original and two (2) copies, shall be provided to the Procuring Entity in 20" x 30" format.
- 19.2. The final payment amount shall be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals within the date required.

PART 20 – PENALTIES

- 20.1. Non-compliance with the terms and conditions of the entire Contract, including these Terms of Reference and Scope of Work, and the corresponding penalties therefor, shall be governed by the appropriate law, rules and regulations.
- 20.2. In case of non-compliance with the term of completion of the project, the

Contractor shall be liable to pay a penalty of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the project for every day of delay.

PART 21 – RESOLUTION OF DISPUTES

- 21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the “ Arbitration Law” and Republic Act 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004”: Provided, however, That, disputes that are within the competence of the Construction Industry Arbitration Commission (CIAC) to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: Provided, further, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

PART 21 – FINAL ACCEPTANCE

- 21.1. Final Acceptance of the project shall be issued **one (1) year from expiration of the warranty period** set forth in Part 13 of the Terms of Reference and Scope of Work of Bidding Documents.

PART 22 – OTHER RELEVANT AND RELATED PROVISIONS

- 22.1. The provisions of the Terms of Reference and Scope of Work, Technical Descriptions, including the Drawings/Plans and other pertinent documents shall be construed together and taken as one (1) single contract between the Procuring Entity and the Contractor.
- The beneficial utility derived by the Procuring Entity from the partial accomplishment of the Project shall not, in any way, be construed as acceptance by the Procuring Entity.
- 22.2. Other relevant and related provisions not included herein, but applicable to the project and the implementation of the contract, shall be governed by R.A. 9184 and its IRR, other applicable laws, rules, and regulations.

Section IV. Technical Specifications

TECHNICAL SPECIFICATIONS

PART 1 – GENERAL

A. Related Documents

- 1.1. Documents related to works to be performed pursuant to this Section include, but are not limited to, the term of reference and drawings/plans.

B. Summary

- 1.2. The Contractor shall furnish and install roof materials, insulation, flashings, and miscellaneous materials on the designated roof areas, as specified in the enclosed drawings/plans.
- 1.3. The following shall be observed by the Contractor as regards to removal of corrugated roof sheets:
 - a. The roof area is approximately 2,607.59 square meters. The Contractor shall be responsible for verifying quantities.
 - b. Existing corrugated roof sheets shall be removed, **including the heat insulations underneath the roof.**
 - c. Subsequently, new long span roof sheets, **including the modified inside** and perimeter stainless gutters, shall be installed.
 - d. Existing waterproofing on the suspended slabs and parapet walls shall be removed.
 - e. New waterproofing on the suspended slabs and parapet walls shall be applied.
 - f. New 4" diameter, sch 40 downspouts from the gutter to the ground level shall be installed.
 - g. Any and all testing, engineering, and permit fees necessary to complete the project shall be included in the Bid Price.
 - h. Manufacturer's warranty/ies shall be provided, as specified.
 - i. The prospective Contractor's bid shall include line item price/s to provide and install stainless gutters and PVC downspouts.

C. Intent of the Specifications

- 1.4. These Technical Specifications are intended to describe the materials and methods of construction required for implementation of the project. In general, it is intended that the drawings/plans shall delineate the detailed extent of the

work. Should there be discrepancy/ies between the drawings/plans, referenced specifications, and standards and these Technical Specifications, the latter shall govern.

D. Protection

- 1.5. The Contractor shall use every available precaution to provide for the safety of the Procuring Entity's employees, visitors, property, equipment and those connected with the works to be performed under these Technical Specifications.
- 1.6. All existing facilities of the Procuring Entity, both above and below ground, shall be protected and maintained free from loss and/or damage. Said facilities shall remain operational during the implementation of the project, unless otherwise permitted. To this end, the Contractor shall be responsible for the coordination of work with the Administrative Division of the Procuring Entity.
- 1.7. Barricades shall be erected by the Contractor to fence off all construction areas from unauthorized personnel/employees.
- 1.8. The following safety requirements shall be observed by the Contractor:
 - a. All applications, materials handling, and use and/or operation of associated equipment shall conform with Occupational Safety and Health Administration (OSHA) safety requirements;
 - b. The Contractor shall advise the Procuring Entity whenever work is expected to be hazardous to the latter's employees and/or ordinary office operations so that adequate safety measures may be adopted;
 - c. The Contractor shall maintain a crewman as a floor area guard whenever the existing roof is being removed and/or replaced;
 - d. The Contractor shall provide and maintain operational fire extinguisher/s within easy access whenever power tools, roofing kettles, torches, and heat-welding equipment are being used; and
 - e. All safety and security requirements specified in the Procuring Entity's Fire Safety Policy (Annex "A") shall be observed. An orientation meeting will be conducted by the representative/s of the Administrative Division of the Procuring Entity prior to project implementation.

E. Housekeeping

- 1.9. Good housekeeping shall be observed by the Contractor for the duration of the Project in accordance with the Procuring Entity's Fire Safety Policy (Annex "A"). Good housekeeping measures include, but are not limited to, the following:
 - a. Orderly and neat storage of materials;
 - b. Removal of scrap, waste, and debris from the Project Area; and

- c. Maintenance of a clean work area and cleaning up after completion of a day's work.

PART 2 – ROOFING WORKS

A. Roof Framing Works

- 2.1. Steel frames should be attached together by means of a rivet, a bolt, or by welding. Before assembly of steel frames, a sample of all the steel members shall be tested if they conform to the desired strength specified in the plans and specifications.
- 2.2. When punching and drilling steel, it should be ensured that the hole drilled or punched is 1.5 to 3mm greater than the diameter of the bolt for ease of insertion of the bolt.
- 2.3. It should be verified whether the welding work needs partial or complete penetration. The metal surfaces should be set in accordance with the shape needed prior to welding. The metals should be in their prior position before welding.
- 2.4. When welding work is completed, the work should be inspected if the same is welded in accordance with the penetration length and thickness needed in the construction.
- 2.5. Purlins should be placed equidistantly as specified in the plans. The same should have an angle strap and a sag rod to prevent lateral bucking. Purlins should be placed properly to fit the length of the roofing sheets. The top of the purlins should be at the same plane.
- 2.6. After all framing works are done in accordance with plans and specifications, all metals should be painted with metallic paint for rust protection.
- 2.7. The Contractor shall submit detailed shop drawings prior to fabrication of trusses for the approval of the Engineer.

B. Roofing Works

- 2.8. The roofing sheets shall be pre-painted long span, 0.6mm in bare thickness. At the time of installation, said sheets should be free from rust and the zinc covering should likewise be in perfect condition. All roofing sheets adjacent to the concrete hollow blocks and other masonry walls, such as property line for walls, shall be provided with 0.4mm in bare thickness Plain G.I. flashing extending up to the top and over to the other side of the wall. All rivets should be placed at the top of corrugation of the roofing sheets.
- 2.9. The installation of roofing sheets with end laps shall start at the lower part of the roof. Each sheet shall be laid on steel purlins with an end overlap of a minimum of 150mm or as per drawing, and side overlaps of two and one-half (2 ½) corrugations. Succeeding upper rows of sheets shall be installed in the same manner until the entire roof area is covered. Screw holes shall be drilled using

- a 5mm (13/64") diameter bit. Sheets should be handled carefully to avoid damage.
- 2.10. Ridge and hips shall be bolted with at least 250mm lap placed over the roofing sheets on either side in order to prevent the rain from driving under the same. The ridge and hips shall be riveted together at every second corrugation.
- 2.11. Holes in the sheets shall be made on the ground. Said sheets shall be placed on trestles and holes punched in the ridge of corrugations from below then upward. Sheets with unnecessary holes will be rejected.
- 2.12. Valley shall be bolted with at least 450mm each way under the roofing sheets and shall be secured to the framework with galvanized nails. The nails should be placed below the roofing sheet. Rivets alongside of the valley shall be fastened at every second corrugation.
- 2.13. Flashing of 0.4mm Plain G.I. sheets shall be installed along intersections of roofs and concrete or masonry walls. Flashing running parallel to sheet corrugations must have its edge turned downward. Flashing across sheet corrugations or at an angle thereto shall lap at least 250mm, with the edge of the flashing turned downward at each corrugation.
- 2.14. Gutters of 0.6mm Plain G.I. sheets shall be fabricated to the shape and dimensions as indicated in the drawing/plans. Gutter joints shall be flat seam folded in the direction of flow and soldered evenly. Gutters shall be attached to fascia boards with appropriate nails or screws spaced not more than 900mm on centers. As additional support, gutters shall have plain G.I. strap hangers that are 25mm wide, fastened to the roof nails, and spaced at not more than 90mm on center. Gutters shall be installed with a pitch of 1 inch 100 sloped toward the downspout.
- 2.15. The ends of the sheets at junctions of pieces shall be hooked to each other and beaten flush to avoid leakage.

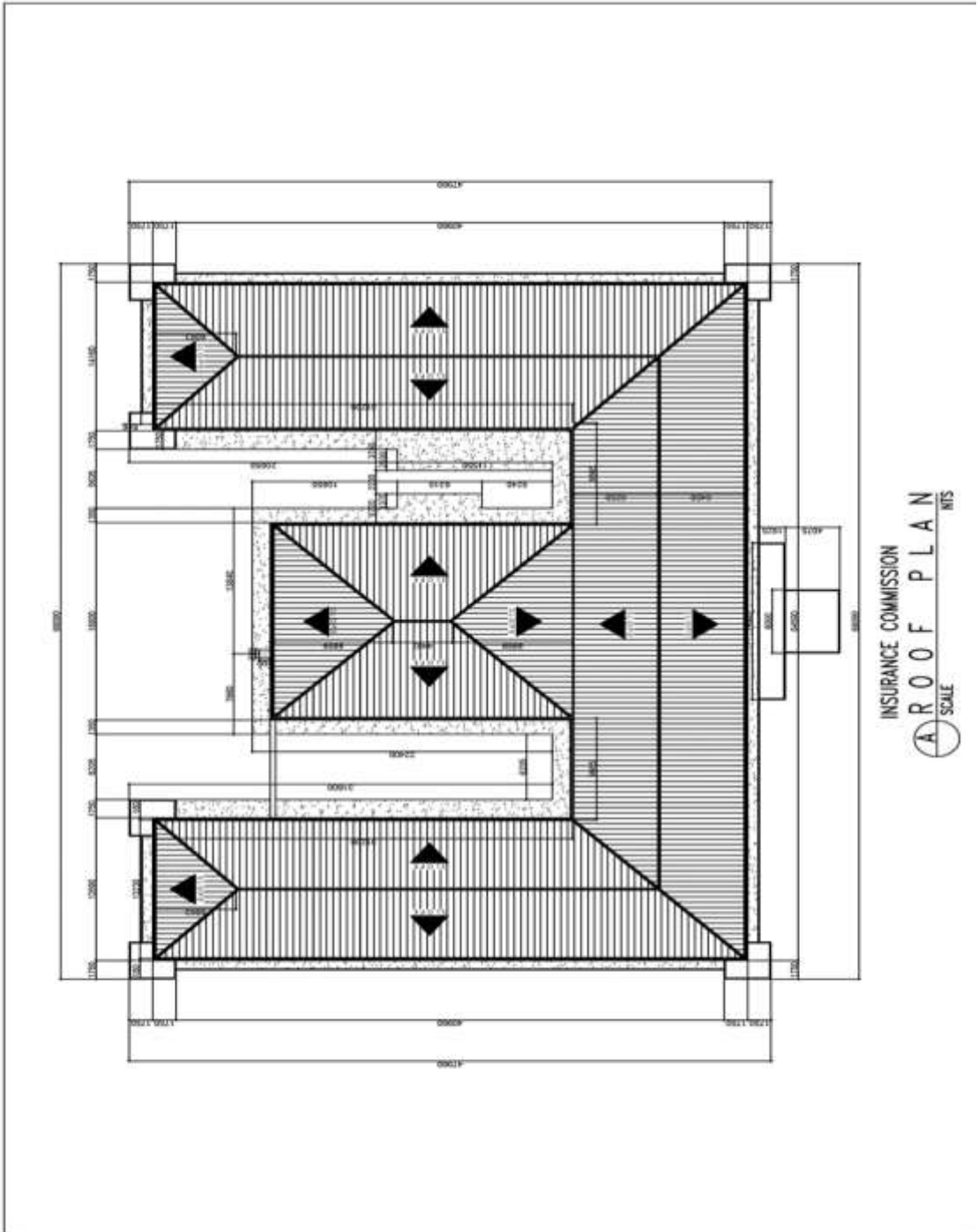
PART 3 – WATERPROOFING WORKS

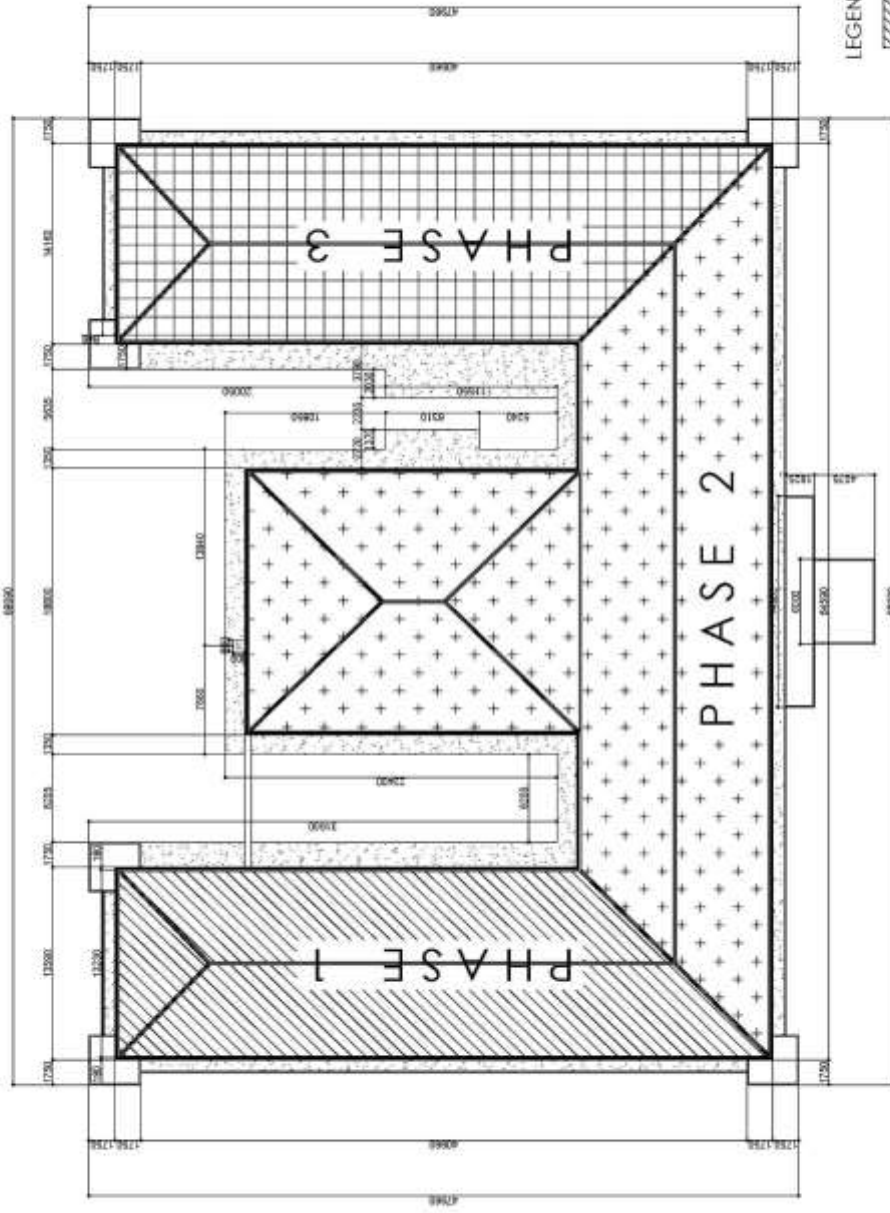
- 3.1. Waterproofing is the process of making a structure water resistant, so that the same remains relatively unaffected by water or resists the ingress of water under specified conditions. The purpose of application of waterproofing is to prevent water from percolating or penetrating into any underground concrete members. When water penetrates the concrete, the steel reinforcement embedded in the same would corrode due to the chemical reaction caused by the water, resulting in the eventual failure of the structure.
- 3.2. Torch membrane waterproofing of the suspended slabs and parapet walls must be applied following the procedures below:
- a. Any undulations or protrusions on the surface shall be removed in order to obtain a smooth surface. The surface must be thoroughly cleaned and be made free from dust, dirt, loose materials, oils, and/or grease.

- b. A 50mm x 50mm size fillet made of cement-sand (1:3) mix must be placed along corners of walls and any other junctions.

Section V. Drawings

DRAWINGS





LEGENDS:

- PHASE 1
- PHASE 2
- PHASE 3
- SUSPENDED SLABS

INSURANCE COMMISSION
A ROOF PLAN
 SCALE NTS

Section VI. Bill of Quantities

BILL OF QUANTITIES



INSURANCE COMMISSION
1071 United Nations Ave., Ermita, Manila

PROJECT: REMOVAL AND REPLACEMENT OF EXISTING ROOF SHEETS OF IC MAIN BUILDING
LOCATION: 1071, UNITED NATIONS AVE., ERMITA, MANILA
OWNER: INSURANCE COMMISSION
DATE: -
SUBJECT: SCOPE OF WORKS AND BILL OF MATERIALS

ITEM	PARTICULARS	UNIT	QTY	MATERIAL		LABOR		AMOUNT
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	
I GENERAL REQUIREMENTS								
1.01	Mobilization / Demobilization	LOT	1.00					-
1.02	Building and Occupancy Permits	LOT	1.00					-
1.03	Temporary Facilities / Utilities / Power	LOT	1.00					-
1.04	Safety and Health Requirements	LOT	1.00					-
1.05	Testing and Commissioning	LOT	1.00					-
SUB - TOTAL:								-
II ROOFING WORKS								
2.01	Dismantling of existing G.I. Corrugated Sheets (Assumed Dimension is 1.20m x 2.40m)	m2	2,607.59					-
2.02	Dismantling of existing insulation including wire mesh	m2	2,607.59					-
2.03	Removal of Existing Waterproofing at Suspended Slab	m2	1,166.21					-
2.04	Removal of Existing Waterproofing at Parapet Wall	m2	224.70					-
2.05	Supply & Install of G.I. Long Span Roofing (G.I. Long span pre-painted roofing "RIB TYPE" profile, with dimension 1.06m (w) x 0.61m (thick) bare (thickness: colored "BLUE")	l.m.	3,074.99					-
2.06	Supply & Install of G.I. Ridge Roll (G.I. Long span pre-painted roofing "RIB TYPE" profile, with dimension 1.06m (w) x 0.61m (thick) bare (thickness: colored "BLUE")	pca	340.00					-
2.07	Supply & Install of G.I. Flashing (G.I. Long span pre-painted roofing "RIB TYPE" profile, with dimension 1.06m (w) x 0.4m (thick) bare thickness: colored "BLUE")	pca	1,100.00					-
2.08	Supply & Install of G.I. Ridge Roll Inner Profile, Pre-formed, Pre-painted, 0.610m (w) x 2.44m (l) x 0.61m (thick) bare thickness; colored blue	pca	340.00					-
2.09	Supply & Install of 12x65mm Metal Teckurew	pca	7,980.00					-
2.10	Supply & Install of Roof Silicone Rubber Sealant	l.m.	1,184.14					-
2.11	Supply & Install of Stainless (304) steel gutter with 0.6m bare thickness (inside and perimeter) and its accessories including its supports to complete the system	l.m.	440.32					-
2.12	Re-water proofing of suspended slab using Membrane system	m2	1,166.21					-
2.13	Re-water proofing of parapet wall using Membrane system	m2	224.70					-
2.14	Supply & Install of P.E. foam (In Two (2) sided/aced Polyethylene foam; dimensions at 10mm (thk) x 2m (w) x 20m (roll) including wire mesh)	m2	2,607.59					-
2.15	Supply & Install of 4" x 40 PVC Downspouts (In 4" x 40 PVC DS provided that the maximum distance (center to center) of DS is at 3.5m, including all accessories and jointing works)	l.m.	1,302.08					-
SUB - TOTAL:								-
A. DIRECT COST = (I+II)								
B. INDIRECT COST (OVERHEAD, CONTINGENCY, MISCELLANEOUS AND PROFIT PER DPWH GUIDELINES)								
C. TAXES (GOVERNMENT TAXES 7%)								
ESTIMATED CONSTRUCTION COST								-

Section VII. Bid Forms

BIDDING FORMS

FORM NO.	FORM TITLE	PAGE
IC Form No. 1	OMNIBUS SWORN STATEMENT	43
IC Form No. 2	AUTHORITY OF SIGNATORY – SECRETARY CERTIFICATE	46
IC Form No. 3	BID SECURING DECLARATION	48
IC Form No. 4	FORM OF BID SECURITY (BANK GUARANTEE)	50
IC Form No. 5	FORM OF BID SECURITY (IRREVOCABLE LETTER OF CREDIT)	53
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Omnibus Sworn Statement

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

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission

Notary Public for _____ until _____
Roll of Attorneys No. _____

issued]

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

issued]

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

**AUTHORITY OF SIGNATORY
SECRETARY'S CERTIFICATE**

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ by the Insurance Commission; and that if awarded the project shall enter into a contract with the Insurance Commission; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes _____ to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against IC or any of its executives, personnel and staffs in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____
affiant exhibited to me his/her _____ issued on
_____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

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

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

Doc. No. ____

Page No. ____

Book No. ____

Series of _____.

Form of Bid Security (Bank Guarantee)

WHEREAS, *[insert name of bidder]* (hereinafter called the “bidder”) has submitted his bid dated *[insert date]* for the *[insert name of project]* (hereinafter called the “Bid”).

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the “Bank” are bound unto IC (hereinafter called the “Entity”) in the sum of *[insert amount]*¹ for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the bidder:
 - (a) withdraws its bid during the period of bid validity specified in ITB;
 - (b) does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to bidders;
 - (c) fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in ITB Clause 28.2;
 - (d) submission of eligibility requirements containing false information or falsified documents;
 - (e) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (f) allowing the use of one’s name, or using the name of another for purposes of public bidding;
 - (g) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
 - (h) refusal or failure to post the required performance security within the prescribed time;
 - (i) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

¹ The bank/bidder should insert the amount of the guarantee in words and figures, denominated in Philippine currency or an equivalent amount in a freely convertible currency. This amount shall not be lower than that set by the Entity in the Instruction to bidders.

- (j) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (k) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (l) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
2. If the bidder having been notified of the acceptance of his bid by the Entity during the period of bid validity:
- (a) fails or refuses to execute the Contract Form in accordance with the Instructions to bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders.

We undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of above conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date *[insert date]*, one hundred and twenty (120) days after the deadline for submission of Bids as such deadline is stated in the Instructions to bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____
 WITNESS _____ SEAL _____
 _____ (Signature, Name and Address)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____)SS.

BEFORE ME, a Notary Public for and in _____, Philippines, this
_____ day of _____, 20_____, personally appeared:

Name	Identification Document	Issued on	Issued at

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

Form of Bid Security (Irrevocable Letter of Credit)

Date: _____

DENNIS B. FUNA
Insurance Commissioner
Insurance Commission
1071 United Nations Avenue, Ermita, Manila

Irrevocable Letter of Credit No. _____
For Contract No. _____

WHEREAS, _____, hereinafter called "Supplier" has undertaken in pursuance to ____(name of Project and contract number)____, and whereas it has been stipulated by you in the said Contract that the Supplier shall furnish an irrevocable standby Letter of Credit for a sum specified therein as security for the faithful compliance of Supplier's obligations in accordance with the Contract.

WHEREAS, we have agreed to guarantee this obligation by Supplier.

THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of Supplier, up to the total amount of _____ and we undertake to pay you, upon first written demand declaring the Supplier to be in default under the Contract and without cavil, or argument, any sum or sums within the limits of ____(amount of guarantee)____ as aforesaid, without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This irrevocable guarantee is valid until the issuance by you of Notice of Final Acceptance.

This certification is being issued in favor of the said Supplier in connection with the requirements of bidding of **IC** for the above-mentioned contract. We are aware that any false statements issued by us makes us liable for perjury.

Name and Signature of Authorized

Financing Institution Officer : _____

Official Designation : _____

Concurred By:

Name & Signature of Supplier's

Authorized Representative : _____

Official Designation : _____

Note:
The amount committed should be machine validated.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____)SS.

BEFORE ME, a Notary Public for and in _____, Philippines, this
_____ day of _____, 20_____, personally appeared:

<u>NAME</u>	<u>GOV'T ISSUED ID & NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20_____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Total Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The **Net Financial Contracting Capacity (NFCC)** based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Submitted by:

Name of Firm / Contractor

Signature of Authorized Representative
Date : _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

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 /
			Description	%		P a n n	A c t u	
<u>Government</u>								

Note: The following documents shall be submitted upon post-qualification:

- (a) Notice of Award and/or Contract
- (b) Notice to Proceed issued by the owner

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

STATEMENT IDENTIFYING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS

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>						

Note: The following documents shall be submitted upon post-qualification:
 (a) Contract
 (b) Certificate of Completion
 (c) Certificate of Acceptance

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

**OUTLINE
NARRATIVE DESCRIPTION
OF
CONSTRUCTION METHODS**

1.0 INTRODUCTION

Refer to Bidding, etc.

2.0 BRIEF DESCRIPTION OF CONTRACT WORKS

State general features of contract works. Use tables as necessary.

3.0 CONSTRUCTION METHODS AND PROCEDURES

3.1 Methodology or General Approach

State general approach in construction in terms of use of equipment-intensive or labor-based methods, any special techniques, methods or procedures to ensure completion on time and quality of construction financing the project, etc.

3.2 Program of Work

CPM, Progress Bar Schedule and Development Schedules submitted.

3.3 Financial Program

Cash flow schedules, provision for working capital, schedule of receipts, etc.

CONTRACTOR'S LETTER-CERTIFICATE TO PROCURING ENTITY

_____ Date

To: **DENNIS B. FUNA**
Insurance Commissioner
Insurance Commission
1071 United Nations Avenue, Ermita, Manila

Dear Sir:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

1. That I/we have engaged the services of _____, to be the _____ of the _____, who is a _____ with Professional License Certificate No. _____ issued on _____ and who has performed the duties in the Construction of the Contracts enumerated in the duly filled Form _____.
2. The said Engineer shall be designated by us as our _____ to personally perform the duties of the said position in the above-mentioned Project, if and when the same is awarded in our favor.
3. That said Engineer shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract.
4. That said Engineer shall be personally present at the jobsite to supervise the phase of the design/construction work pertaining to this assignment as _____, all the time.
5. That, in order to guarantee that said Engineer shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a Certificate of Appearance for the IC at the end of every month.
6. That, in the event that I/we elect or choose to replace said _____ with another _____, IC will be accordingly notified by us in writing at least twenty one (21) days before making the replacement. We will submit to the IC, for prior approval, the name of the proposed new _____, his qualifications, experience, list of projects undertaken and other relevant information.
7. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of IC.

Very truly yours,

(Name of Engineer and Address)

CONCURRED IN:

(Authorized Representative of Bidder)

KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT

_____ *Date*

To: **DENNIS B. FUNA**
 Insurance Commissioner
 Insurance Commission
 1071 United Nations Avenue, Ermita, Manila

Dear Sir:

I am _____ a Licensed _____ with Professional License No. _____ issued on _____ at _____.

I hereby certify that _____ has engaged my services as _____ for _____, if awarded to it.

As _____, I supervised the following completed projects similar to the contract under bidding.

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following projects:

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the IC at least twenty one (21) days before the effective date of my separation.

As _____, I know I will have to stay in the job site all the time to supervise and manage the contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of _____ therefore, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as _____ in any future IC bidding or employment with any contractor doing business with the IC.

Signature of Engineer

DRY SEAL

Republic of the Philippines)
) S.S

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2017, affiant exhibiting to me his/her (ID name, number and validity date) _____

(Notary Public)

Until _____
 PTR No. _____
 Date _____
 Place _____
 TIN _____

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

Note:

The competent evidence of identity for Notary shall comply with Sec. 12(a), Rule II of the 2004 Rules on Notarial Practice.

**KEY PERSONNEL
(FORMAT OF BIO-DATA)**

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

1. Name :
2. Date of Birth :
3. Nationality :
4. Education and Degrees :
5. Specialty :
6. Registration :
7. Length of Service with the Firm : Year from _____(months) _____ (year)
To _____ (months) _____ (year)
8. Years of Experience :
9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10) – year period (attached additional sheet/s), if necessary:

Name and Address of Employer

	_____	year(s)	from	_____	to	_____
	_____	year(s)	from	_____	to	_____
	_____	year(s)	from	_____	to	_____

10. Experience:

This should cover the required years of experience. (Attached as many pages as necessary to show involvement of Personnel in projects using the format below).

1. Name :
2. Name and Address of Owner :
3. Name and Address of the Owner's Engineer (Consultant) :
4. Indicate the Features of Project (particulars of the) :

project components and any other particular interest connected with the project)

- 5. Contact amount Expressed in Philippine Currency :
- 6. Position :
- 7. Structures for which the employee was responsible :
- 8. Assignment Period : from _____(months)_____ (years) to _____ (months) _____ (years)

Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

(Place and Date)

(The Authorized Representative)

Contractor's Organizational Chart for the Contract

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman and other Key Engineering Personnel.

Note that the organization chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.

Attach the required Proposed Organizational Chart for the Contract as stated above

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between: _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

- and -

_____, of legal age, (civil status), owner/proprietor of _____ a resident of _____.

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the **IC**.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contracts until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

Bid Form

Date: _____

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

We, the undersigned, declare that:

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

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

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

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

execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

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

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

DETAILED BID PRICE

PROJECT	REMOVAL AND REPLACEMENT OF EXISTING ROOF SHEETS OF THE INSURANCE COMMISSION (IC) MAIN OFFICE BUILDING (NEGOTIATED PROCUREMENT)
LOCATION	1071 UNITED NATIONS AVENUE, ERMITA, MANILA
OWNER	INSURANCE COMMISSION (IC)

Total Bid Amount	:	
Total Bid Offer in Words	:	
Company Name	:	
Company Address	:	

AUTHORIZED REPRESENTATIVE:

SIGNATURE : _____

NAME : _____

POSITION : _____

DATE : _____



INSURANCE COMMISSION
1071 United Nations Ave., Ermita, Manila

PROJECT: REMOVAL AND REPLACEMENT OF EXISTING ROOF SHEETS OF IC MAIN BUILDING
LOCATION: 1071, UNITED NATIONS AVE., ERMITA, MANILA
OWNER: INSURANCE COMMISSION
DATE: -
SUBJECT: SCOPE OF WORKS AND BILL OF MATERIALS

ITEM	PARTICULARS	UNIT	QTY	MATERIAL		LABOR		AMOUNT
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	
I GENERAL REQUIREMENTS								
1.01	Mobilization / Demobilization	LOT	1.00	-	-	-	-	-
1.02	Building and Occupancy Permits	LOT	1.00	-	-	-	-	-
1.03	Temporary Facilities / Utilities / Power	LOT	1.00	-	-	-	-	-
1.04	Safety and Health Requirements	LOT	1.00	-	-	-	-	-
1.05	Testing and Commissioning	LOT	1.00	-	-	-	-	-
SUB - TOTAL								
II ROOFING WORKS								
2.01	Dismantling of existing G.I. Corrugated sheets (Assumed Dimension is 1.20m x 2.40m)	m2	2,607.59	-	-	-	-	-
2.02	Dismantling of existing insulation including wire mesh	m2	2,607.59	-	-	-	-	-
2.03	Removal of Existing Waterproofing at Suspended Slab	m2	1,166.21	-	-	-	-	-
2.04	Removal of Existing Waterproofing at Parapet Wall	m2	224.70	-	-	-	-	-
2.05	Supply & Install of G.I. Long Span pre-painted roofing "RIB TYPE" profile; with dimension 1.06m (w) x 0.6mm (thick) bare thickness; colored "BLUE"	l.m.	3,074.99	-	-	-	-	-
2.06	Supply & Install of G.I. Ridge Roll (G.I. Long span pre-painted roofing "RIB TYPE" profile; with dimension 1.06m (w) x 0.6mm (thick) bare thickness; colored "BLUE"	pcs	340.00	-	-	-	-	-
2.07	Supply & Install of G.I. Flashing (G.I. Long span pre-painted roofing "RIB TYPE" profile; with dimension 1.06m (w) x 0.4mm (thick) bare thickness; colored "BLUE"	pcs	1,100.00	-	-	-	-	-
2.08	Supply & Install of G.I. Ridge Roll Inner Profile, Pre-formed, Pre-painted, 0.610m (w) x 2.44m (l) x 0.6mm (thick) bare thickness; colored blue	pcs	340.00	-	-	-	-	-
2.09	Supply & Install of 12x65mm Metal Teckscrew	pcs	7,980.00	-	-	-	-	-
2.10	Supply and Install of Roof Silicone Rubber Sealant	l.m.	1,194.14	-	-	-	-	-
2.11	Supply & Install of Stainless [304] steel gutter with 0.6mm bare thickness (inside and perimeter) and its accessories including its supports to complete the system	l.m.	460.32	-	-	-	-	-
2.12	Re-water proofing of suspended slab using Membrane system	m2	1,166.21	-	-	-	-	-
2.13	Re-water proofing of parapet wall using Membrane system	m2	224.70	-	-	-	-	-
2.14	Supply & Install of P.E. foam (In Two (2) sided) Faced Polyethylene foam; dimensions at 10mm (thk) x 1m (w) x 50m (roll) including wire mesh	m2	2,607.59	-	-	-	-	-
2.15	Supply & Install of 4" sch 40 PVC Downspouts (In 4" sch 40 PVC DS provided that the maximum distance (center to center) of DS is at 3.5m, including all accessories and painting works)	l.m.	1,302.06	-	-	-	-	-
SUB - TOTAL								
A. DIRECT COST = (I+II)								
B. INDIRECT COST (OVERHEAD, CONTINGENCY, MISCELLANEOUS AND PROFIT PER DPMH GUIDELINES)								
C. TAXES (GOVERNMENT TAXES 7%)								
ESTIMATED CONSTRUCTION COST								

Contract Name : _____
 Location : _____

Monthly Cash Flow by Quarter and Payment Schedule

First Quarter

PARTICULAR	% WT.	1 st MONTH	2 nd MONTH	3 rd MONTH
Advance Payment (if any)				
ACCOMPLISHMENT				
CASH FLOW				
CUMULATIVE ACCOMPLISHMENT				
CUMULATIVE CASH FLOW				

Second Quarter

PARTICULAR	% WT.	4 th MONTH	5 th MONTH	6 th MONTH
Advance Payment (if any)				
ACCOMPLISHMENT				
CASH FLOW				
CUMULATIVE ACCOMPLISHMENT				
CUMULATIVE CASH FLOW				

Third Quarter

PARTICULAR	% WT.	7 th MONTH	8 th MONTH	9 th MONTH
Advance Payment (if any)				
ACCOMPLISHMENT				
CASH FLOW				
CUMULATIVE ACCOMPLISHMENT				
CUMULATIVE CASH FLOW				

Fourth Quarter

PARTICULAR	% WT.	10 th MONTH	11 th MONTH	12 th MONTH
Advance Payment (if any)				
ACCOMPLISHMENT				
CASH FLOW				
CUMULATIVE ACCOMPLISHMENT				
CUMULATIVE CASH FLOW				

Submitted by:

Name of the Representative of the Bidder
Position
Name of the Bidder

Date: _____

Conformity with Technical Specification and Scope of Work

(Name of Bidder) hereby undertakes that it shall STRICTLY COMPLY with the general requirements stated in TECHNICAL SPECIFICATIONS AND SCOPE OF WORK.

Name and Signature of Authorized Official

Position

Date

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____, 2019, personally appeared:

Name	Government-Issued ID & No.	Issued on	Issued at
(SUPPLIER)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ (___) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2019.

ANNEX "A"



Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue
Manila



MEMORANDUM

FOR : ALL CONTRACTORS AWARDED PROJECTS BY THE INSURANCE COMMISSION

**FROM : ADMINISTRATIVE DIVISION
Management Support Services Group**

DATE : 7 September 2018

SUBJECT : FIRE SAFETY POLICY

Risks associated with fire pose a threat to the normal business activities of this Commission and imperil both life and property.

This Commission is committed to providing a safe environment for its staff and visitors. Part of this safety responsibility is in the provision and management of fire safety systems and procedures.

In line with such commitment, the following guidelines on fire safety shall be observed by all contractors that are awarded projects by this Commission, *viz*:

1. **Contractor's Responsibility.** – Where Contractors and/or their workers are on-site, it is the duty of the relevant person with the responsibility for the works undertaken by them to ensure that an appropriate level of fire safety measures are incorporated within any work schedule, contract agreement, or risk assessment. It shall be the responsibility of the Contractor to communicate to this Commission, through the Administrative Division, any and all fire-related risks relevant, or are likely to be relevant, to the work to be performed for the latter's consideration before the commencement of such work.

Such fire-related risks include, but are not limited to, the following, to wit:

- a. **"Hot Work"** – Where any work requires, or is likely to involve, the application of a naked flame or a mechanically induced heat source (e.g., cutting, welding, grinding, etc.), the Contractor should first secure a "Hot Work Permit" from the Administrative Division prior to the commencement of such work.

- b. *Smoking.* – Smoking is absolutely prohibited inside all premises of the IC compound, including buildings, open areas, and the approved/assigned barracks or areas for workers.
 - c. *Temporary Electrical Wiring Provisions and Electrical Equipment.* – Temporary electrical wiring provisions for light, heat, and/or power and electrical equipment shall be installed, used, and maintained in accordance with the requirements of the Electrical Code and relevant rules and regulations.
 - d. *Flammable Substances.* – The use and/or storage of flammable substances in relation with the work performed or to be performed must be strictly controlled and supervised; and in such a manner that would minimize the risk of fire.
 - e. *Housekeeping.* – Good housekeeping is to be maintained by the Contractor for the duration of the project. Accordingly, the Contractor must ensure that rubbish and/or excess equipment and/or materials are not allowed to accumulate in the immediate work area, assigned barracks, or any other area/s exposed, or may be exposed, to fire risks. Burning of rubbish is absolutely prohibited.
2. **Fire Suppression Systems.** – In addition to fire suppression systems owned and maintained by this Commission, the Contractor shall ensure that he/she/it has his/her/its own appropriate and adequate fire suppression systems that are readily available on-site for the duration of the project.
3. **Contractor's Liability.** – The Contractor shall be liable for any injury caused to any person and/or any damage to IC property by reason of his/her/its failure, and/or any of his/her/its workers, to observe the above-mentioned guidelines.

For the information and guidance of concerned parties.



ALWYN FRANZ P. VILLARUEL
Officer-in-Charge
Administrative Division

