BIDDING DOCUMENTS

For

Contract I.D. No.	:	**26TRPBUNM13-C**
Contract Name	:	**Improvement of the VIP Room of the P.E. Academic Building**
Contract Location	:	Labuyo, Tangub City, Misamis Occidental
Approved Budget for the Contract (ABC)	:	1,000,000.00

November 6, 2026 – November 25, 2026

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms 4

Section I. Invitation to Bid 6

Section II. Instructions to Bidders 9

1. Scope of Bid 10
2. Funding Information 10
3. Bidding Requirements 10
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices 10
5. Eligible Bidders 10
6. Origin of Associated Goods 11
7. Subcontracts 11
8. Pre-Bid Conference 11
9. Clarification and Amendment of Bidding Documents 11
10. Documents Comprising the Bid: Eligibility and Technical Components 11
11. Documents Comprising the Bid: Financial Component 12
12. Alternative Bids 12
13. Bid Prices 12
14. Bid and Payment Currencies 12
15. Bid Security 13
16. Sealing and Marking of Bids 13
17. Deadline for Submission of Bids 13
18. Opening and Preliminary Examination of Bids 13
19. Detailed Evaluation and Comparison of Bids 13
20. Post Qualification 14
21. Signing of the Contract 14

Section III. Bid Data Sheet 15

Section IV. General Conditions of Contract 18

1. Scope of Contract 19
2. Sectional Completion of Works 19
3. Possession of Site 19
4. The Contractor's Obligations 19
5. Performance Security 20
6. Site Investigation Reports 20
7. Warranty 20
8. Liability of the Contractor 20
9. Termination for Other Causes 20
10. Dayworks 21

11. Program of Work..... 21
12. Instructions, Inspections and Audits 21
13. Advance Payment..... 21
14. Progress Payments..... 21
15. Operating and Maintenance Manuals..... 21
Section V. Special Conditions of Contract 22
Section VI. Specifications..... 24
Section VII. Drawings 26
Section VIII. Bill of Quantities..... 27
Section IX. Checklist of Technical and Financial Documents 35

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Invitation to Bid

for

Improvement of the VIP Room of the P.E. Academic Building

1. The **University of Northwestern Mindanao**, through the **Trust Receipts for the Fiscal Year 2026** intends to apply the sum of **One Million Pesos (₱1,000,000.00)** being the Approved Budget for the Contract (ABC) as payments under the contract for ***26TRPBUNM13-C*: Improvement of the VIP Room of the P.E. Academic Building** Bids received in excess of the ABC shall be automatically rejected at bid opening. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The University of Northwestern Mindanao now invites bids for the above Procurement Project. Completion of the Works is required **Forty-five (45) Calendar Days.** Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act."

   Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy-five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. Interested bidders may obtain further information from University of Northwestern Mindanao and inspect the Bidding Documents at the address given below from 08:00 AM – 12:00 NN and 01:00PM – 05:00 PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on ***November 6, 2026 – November 25, 2026*** from the given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Pesos (₱ 1,000.00).** The Procuring Entity shall allow the bidder to present its proof of payment for the fees by paying directly at the **Procuring Entity's Cashier's Office.**

6. The **University of Northwestern Mindanao** will hold a Pre-Bid Conference on ***November 13,2026 10:00 AM*** **at Procurement Office** and/or through video conferencing via **Microsoft Teams**, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before ***November 25, 2026 at 9:00 AM***. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on ***November 25, 2026, at 10:00 AM*** at the given address below and/or through video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. ***Summary of Procurement Activities:***

ACTIVITY	SCHEDULE	MEETING ID (MICROSOFT TEAMS)	VENUE
Pre-Bid Conference:	**November 13, 2026 @ 10:00 AM**	**Meeting ID: 458 741 856 256 379** **Passcode: vC34By6a**	**PROCUREMENT OFFICE** **UNM Labuyo, Tangub City**
Deadline of Submission	**November 25, 2026 @ 9:00 AM**	**N/A**	
Opening of Bids:	**November 25, 2026 @ 10:00 AM**	**Meeting ID: 468 332 601 418 011** **Passcode: wQ7du7tt**	

11. The **University of Northwestern Mindanao** 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 Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

MARISSA A. LEGASPI, MPA
Head, BAC Secretariat
UNM Procurement Office
Labuyo, Tangub City, Misamis Occidental

Contact No.: 09815031073
bacsecoffice@nmsc.edu.ph
www.nmsc.edu.ph

Date of Issue: _____

JOSEPH MEYNARD G. OGDOL, MSIT
Chairperson, Bids and Awards Committee (BAC) for Infrastructure / Authorized Representative

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **University of Northwestern Mindanao** invites Bids for the **Improvement of the VIP Room of the P.E. Academic Building** with Project Identification Number ***26TRPBUNM13-C***
The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The Gop through the source of funding as indicated below for ***FY 2026*** in the amount of **(₱ 1,000,000.00)**

2.2. The source of funding is TR FY 2026.

3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. For bidders outside the province, it is required to have a dedicated satellite office within the province. The submission of bids must include:

a. The location of the satellite office within the province.

b. A list of rented or owned equipment that is present within the province.

c. Proof of a quarry or a valid permit to operate a quarry / Purchase agreement with the existing quarry operator with valid permit.

This requirement aligns with the principles of the procurement law, particularly those ensuring the efficient and effective implementation of public projects. It is consistent with the provisions of Republic Act No. 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations, specifically Section 17, which outlines the required content of bidding documents to ensure the capability and readiness of prospective bidders to implement the project

5.3. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

5.4. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.5. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

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

11. Documents Comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based

on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

14.2. ***Payment of the contract price shall be made in:***

a. Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until ***one hundred twenty (120) calendar days from the date of opening of bids.*** Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

16.1 Each Bidder shall submit one original copy and two certified true copies for both technical and financial. Technical and Financial documents must be sealed separately enclosed in an expanded envelope.

16.2 Both technical and financial documents should have a table of contents and properly labeled.

16.3 Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Detailed Evaluation and Comparison of Bids

18.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

18.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated

simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

18.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

19. Post Qualification

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

20. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

a. Information that specifies and complements provisions of the ITB must be incorporated.

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

Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.2</td><td>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:
Project Category: Academic Building</td></tr>
<tr><td>7.1</td><td>Subcontracting is not allowed</td></tr>
<tr><td>10.3</td><td>No further instructions</td></tr>
<tr><td>10.4</td><td>The key personnel must meet the required minimum years of experience set below:
<table>
<tr><th>KEY PERSONNEL</th><th>GENERAL EXPERIENCE</th><th>RELEVANT EXPERIENCE</th></tr>
<tr><td>1-Project Engineer</td><td>5</td><td>3 years</td></tr>
<tr><td>1- Foreman</td><td>3</td><td>3 years</td></tr>
<tr><td>5- Skilled Laborers</td><td>3</td><td>1year</td></tr>
<tr><td>10- Laborers</td><td>3</td><td>1year</td></tr>
<tr><td></td><td></td><td></td></tr>
</table></td></tr>
<tr><td>10.5</td><td>The minimum major equipment requirements are the following:
<table>
<tr><th><u>EQUIPMENT</u></th><th><u>CAPACITY</u></th><th><u>NUMBER OF UNITS</u></th></tr>
<tr><td>Handtools</td><td></td><td>3</td></tr>
<tr><td>Plate Compactor</td><td></td><td>1</td></tr>
<tr><td>Concrete Mixer</td><td></td><td>1</td></tr>
<tr><td>Concrete Vibrator</td><td></td><td>1</td></tr>
<tr><td>Bar Cutter</td><td></td><td>1</td></tr>
<tr><td>Bar Bender</td><td></td><td>1</td></tr>
<tr><td>Electric Sander</td><td></td><td>1</td></tr>
<tr><td>Concrete Cutter</td><td></td><td>1</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
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<tr><td></td><td></td><td></td></tr>
</table></td></tr>
<tr><td>12</td><td>There is no provision for a value engineering chance proposal</td></tr>
</table>

15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than _____*[Insert two percent (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 _____*[Insert five percent (5%) of ABC]* if bid security is in Surety Bond.

17	Submit bids manually. Please refer to the last page for the checklist of the Technical and Financial Components. Provide one original and two copies of both the Technical and Financial Proposals. Enclose all Technical Proposals in one envelope and all Financial Proposals in a separate envelope. Then, place both the Technical and Financial envelopes inside a single larger envelope for submission.
18.2	Partial bids are not allowed.
10	PCAB License (General Building)
11	Additional contract documents relevant to the Project: a) Construction Schedule in the form Precedence Diagram with PERT/CPM Diagram, Bar Chart with S-curve and Cash Flow b) Manpower Schedule c) Construction methods d) Equipment utilization Schedule e) Construction Safety and health Program approved by the DOLE f) Key Personnel's Affidavit of Commitment to Work on The Contract g) Certificate of Site Inspection

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

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

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is deter

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

a. Information that complements provisions of the GCC must be incorporated.

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

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

Special Conditions of Contract

GCC Clause	
2	*Not applicable*
3	*UNM shall give possession of the site to the contractor upon the receipt of the Notice to Proceed.*
6	The site investigation reports are: *None*
7.2	***Semi-Permanent Structures: Five (5) years***
10	No dayworks are applicable to the contract.
11.1	The Contractor **shall submit the Program of Work** to the Procuring Entity's Representative within **ten (10) calendar days** of delivery of the Notice of Award.
11.2	The amount to be **withheld for late submission** of an updated Program of Work is one percent **(1%) of the progress billing**.
13	The amount of the **advance payment is 15% of the Contract Price** to be recouped by deducting fifteen (15%) from the periodic progress billing.
15.1	The date by which "as built" drawings are required is **thirty (30) calendar days from completion of the project.**
15.2	The amount to be withheld for **failing to produce "as built"** drawings and/or operating and maintenance manuals by the date required is **10% of the final contract price.**

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless

otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

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

Technical Specifications

*Bidders must state here either "**Comply**" or "**Not Comply**" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" **must be supported by evidence in a Bidders Bid and cross-referenced to that evidence**. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. **A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection**. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances. **Indicate here Brand Name, Model Number or Serial Number, Country of Origin***

Item No.	QTY	Unit	Technical Specifications Requirement	**Statement of Compliance** **"Comply" or "Not Comply"** Indicate here Brand Name, Model Number or Serial Number, Country of Origin
1	1.00	pcs	**(a.) AIR CONDITIONER** Air-condition Nominal Size 3.0 TR, R410A Refrigerant, Cooling Capacity 37,980 kJ/Hr, Energy Efficiency Ratio 9.2 kJ/W-Hr, Power Consumption 3.920W	
2	2.00	set	**(b.) SOFA** Sofa: 3 seat Width 215.9cm Depth 90.1cm Height 88.7cm Ottoman width 58.4cm Depth 77.5cm Height 44.3cm Materials: frame plywood & gemelina wood, fixed set cushion polyurethane foam, fixe back cushion polyester fiber, cover 100% polyester, leg plastic legs.	
3	2.00	set	**(c.) GLASS COFFEE TABLE** Width 70cm Depth 70cm Height 40cm Tempered glass frame and legs metal tube in powder coating	

Note:
All specification must comply with the required technical specifications and must include the <u>Brand Name, Model Number or Serial Number, Country of Origin</u>.

All specification must be reflected in the supported <u>Product Brochure or Product Information Sheets.</u> A statement that is not supported by evidence or is later found to be contradicted by the evidence presented will result in the rejection of the bid under evaluation.

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

SEE ATTACHED PLANS

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and

b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

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

Daywork Schedule

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

a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.

b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the

Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

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

Signature Box

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

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

Contract ID: 26TRPBUNM13-C
Contract Name: Improvement of the VIP Room of the P.E. Academic Building
Location of the Contract: UNM, Brgy. Labuyo, Tangub City

B I L L O F Q U A N T I T I E S

Part No. 1 Part Description

(Columns (1), (2), (3) and (4) are to be filled up by the Procuring Entity)				(Columns (5) and (6) are to be filled up by the Bidder)	
Pay Item No.	**Description**	**Unit**	**Quantity**	**Unit Price (Pesos)**	**Amount (Pesos)**
(1)	(2)	(3)	(4)	(5)	(6)
PART 1	**FACILITIES FOR THE ENGINEER**				
Item A.1.1(8)	Provision of Field Office for the Engineer (Rental Basis)	mo.	1.50		
PART II	OTHER GENERAL REQUIREMENTS				
Item B.5	Project Billboard/Signboard	each	2.00		
Item B.7 (1)	Occupational Safety and Health Program	mos	1.50		
Item B.9	Mobilization / Demobilization	Ls	1.00		
PART A	**EARTHWORK**				
Item 804 (1)b	Embankment	cu.m.	12.02		
PART B	**PLAIN AND REINFORCED CONCRETE WORK**				
Item 900 (1)a1	Structural Concrete	cu.m.	1.54		
Item 902 (1)a	Reinforcing Steel	kgs	100.91		
PART C	**FINISHING AND OTHER CIVIL WORKS**				
Item 1010 (2) b	Doors	sq.m	2.10		
Item 1018 (5)	Glazed Tiles	sq.m	12.29		
Item 1027 (1)	Cement Plaster Finish	sq.m	104.00		
Item 1032 (1) a	Painting Works	sq.m.	123.25		

Item 1046 (2) a1	CHB Non-Load Bearing (Including Reinforcing Steel)	sq.m.	52.00		
SPL	**SPECIAL ITEM**				
SPL - 1	Demolition Works	sq.m.	33.30		
SPL - 2	Furniture	pcs.	5.00		

Submitted by:

_____ Date: _____

Name of the Representative of the Bidder

_____

Position

_____

Name of the Bidder

SUMMARY OF BID PRICES

(All Parts of Bill Quantities)

Instructions for completing the Summary of Bid Prices:

1. Part No. - Enter the "Part No." for each section of the BOQ where unit prices are entered
2. Part Description - Enter the "Part Description" corresponding to the "Part No.".
3. Total Amount - Enter the "Total Amount" in Pesos for all pages having the same "Part Description"

PART NO.	PART DESCRIPTION	TOTAL AMOUNT
1	**Improvement of the VIP Room of the P.E. Academic Building**	
	TOTAL BID AMOUNT ➔	
Total Bid Amount in Words:		

Name: _____ in the capacity of _____

Signed: _____ Date: _____

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

_____

KEY PERSONNEL'S AFFIDAVIT OF COMMITMENT TO WORK ON THE CONTRACT

Date of Issuance

REYNALDO E. MANUEL JR., PhD, CESO V
SUC President
University of Northwestern Mindanao
Labuyo, Tangub City 7214

Dear Sir:

4. I confirm that _____ Name of Contractor _____ has engaged my services for the position of _____ in the above stated Contract if it is awarded to the contractor.

5. I, therefore, commit to assume the said position in the above stated Contract once it is awarded to the Contractor, and I shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of the assignment.

6. I do not allow the use of my name to enable the Contractor to qualify for the above stated Contract without my commitment to assume the said position, since I understand that to do so shall be a sufficient ground for my disqualification from this Contract and future biddings of the UNM.

7. I submit, and certify as true and correct, my biodata as follows:

   a. Name: _____
   b. Date of Birth: _____
   c. Nationality: _____
   d. Educational Attainment: _____
   e. Specialty: _____
   f. PRC License No. and Date: _____
   g. Employment Record: _____
   h. Work Experience (Project Handled):

NAME & ADDRESS OF EMPLOYER	POSITION	FROM MO./YR.	TO MO./YR.	TOTAL PERIOD YRS. & MOS.

i. Project Name & Location **ii. Owner's Name and Address** **iii. My Position**	**i. Proj. Description** **ii. Total Proj. Cost**	**i. Part of Proj. I handled** **ii. Cost of Part**	**i. Start Due** **ii. Compl. Date**
Completed Projects			
On-Going Projects			

Very truly yours,

_____

Name and Signature of Personnel

Noted by:

_____

Name and Signature of Contractor's Authorized Representatives

REPUBLIC OF THE PHILIPPINES)

CITY OF _____)

SUBSCRIBED and SWORN TO before me this _____day of _____,2026 at_____, affiant exhibiting to me his/her Residence Certificate No. _____ issued at _____on _____, 2026.

_____

Notary Public

Doc. No. _____

Page No._____

Book No. _____

Series No. _____

Until _____

PTR No. _____

Issued at _____

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

CLASS "A" DOCUMENTS

Legal Documents

☐	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
☐	(b) Registration certificate from Securities and Exchange Commission (SEC) for corporation or partnership, or Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
☐	(c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
☐	(d) Tax Clearance per E.O. No. 398, s. 2005; as finally reviewed and approved by the Bureau of Internal Revenue (BIR)
	(e) Additional Documents 1.) A valid **Mayor's Permit** or **Business Permit** issued by the city or municipality where the **office or satellite office** of the business is located within the province where the project is situated; and 2.) **Proof of ownership of a quarry**, a **valid permit to operate a quarry**, or a **purchase agreement** with an existing quarry operator holding a valid permit within the province where the project is located.

Technical Documents

☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**

☐ (h) Philippine Contractor's Accreditation Board (PCAB) License; **or** Special PCAB License in case of Joint Ventures; **and** Registration for the type and cost of the contract to be bid; **and**

☐ (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**

Project Requirements, which shall include the following:

☐ (j) Organizational chart for the contract to be bid;

☐ (k) List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;

☐ (l) List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

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

☐ (n) Certificate of Site Inspection, issued by the Procuring Entity's Project Development Unit;

Financial Documents

☐ (o) Audited Financial Statement, showing total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not earlier than two (2) years from the date of bid submission and Annual Income Tax Return;

☐ (p) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

CLASS "B" DOCUMENTS

☐ (q) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or**

☐ (q.1) duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

☐ (r) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

☐ (s) Original of duly signed Bid Prices in the Bill of Quantities; **and**

☐ (t) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**

☐ (u) Cash Flow by Quarter.

NOTE:

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

Any missing, incomplete or patently insufficient documents in the above-mentioned checklist is a ground for outright rejection of the bid.

SUBMISSION OF TECHNICAL AND FINANCIAL PROPOSAL MUST BE IN SOFT BOUND OR RING BOUND WITH COMPLETE TAB