

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of  
INFRASTRUCTURE  
PROJECTS**

Government of the Republic of the Philippines

*Supply, Delivery, and Installation of  
Waterproofing at DOST-ASTI Roof Deck*

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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

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# *Glossary of Terms, Abbreviations, and Acronyms*

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.

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



## **Invitation to Bid for the Supply, Delivery, and Installation of Waterproofing at DOST-ASTI Roof Deck**

1. The *Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI)*, through the *Fiscal Year (FY) 2020 Continuing Budget (RA No. 11520)* intends to apply the sum of **Four Million Pesos Only (₱4,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Supply, Delivery, and Installation of Waterproofing at DOST-ASTI Roof Deck with Invitation to Bid No. 21-09-3564 dd. 30 September 2021**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DOST-ASTI** now invites bids for the above Procurement Project. Completion of the Works is required **on or before 31 December 2021**. 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from the **DOST-ASTI** and inspect the Bidding Documents at the address given below from **8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **29 September 2021** from 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 **Five Thousand Pesos Only (₱5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means.
6. The **DOST-ASTI** will hold a Pre-Bid Conference on **08 October 2021, 10:00 AM** through videoconferencing/webcasting **via Microsoft Teams [<https://bit.ly/39VqzAE>]**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **20 October 2021, 10:00 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 16**.
9. Bid opening shall be on **20 October 2021, 10:30 AM** at the given address below and through videoconferencing/webcasting **via Microsoft Teams [<https://bit.ly/3kUmhzT>]**. Bids will be opened in the presence of the bidders’ representatives who choose to attend

the activity. . Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The **DOST-ASTI** 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.
11. For further information, please refer to:

**Ms. KATHERINE B. RAMOS**

Head, Secretariat

Bids and Awards Committee (BAC)

c/o Procurement Management Section

Finance and Administration Division

Advanced Science and Technology Institute

G/F DOST-ASTI Bldg., C.P. Garcia Ave., U.P. Campus

Diliman, Quezon City 1101

bac-sec@asti.dost.gov.ph

Tel. No.: +63 2 426-9759/60 loc. 1206/1212

Fax No.: +63 2 426-7423

www.asti.dost.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://asti.dost.gov.ph/>

<https://notices.philgeps.gov.ph/>

**30 September 2021**

*Date of Issue*

**GERWIN P. GUBA**

*Chairperson, BAC*

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

## 1. **Scope of Bid**

The Procuring Entity, *DOST-ASTI* invites Bids for the *Supply, Delivery, and Installation of Waterproofing at DOST-ASTI Roof Deck*, with Project Identification Number *21-09-3564 dd. 30 September 2021*.

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 *Fiscal Year (FY) 2020 Continuing Budget (RA No. 11520)* in the amount of *Four Million Pesos Only (₱4,000,000.00)*.

2.2. The source of funding is:

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

## 3. **Bidding Requirements**

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “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. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.  
  
A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

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

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

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

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

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

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

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

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

## 12. Alternative Bids

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

## 13. Bid Prices

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

## 14. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

## 15. Bid Security

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

15.2. The Bid and bid security shall be valid until **120 calendar days from the date of the 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

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

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

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

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

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

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

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

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

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

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

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

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

## **20. Post Qualification**

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

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

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

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

# Bid Data Sheet

ITB Clause							
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:  <i>Waterproofing of concrete floor roof deck/rooftop</i>						
7.1	<i>Subcontracting is not allowed.</i>						
10.3	<i>Philippine Contractors Accreditation Board (PCAB) License, Category “C” or “D”, with a classification General Engineering (GE-1) or Specialty – Waterproofing Work (SP-WP)</i>						
10.4	The key personnel must meet the required minimum years of experience set below:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Key Personnel</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>General Experience</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td colspan="3"> <ul style="list-style-type: none"> <li>• <i>One (1) Project-in-Charge – A certified registered Civil Engineer or Architect with at least three (3) years of experience in waterproofing and/or construction supervision;</i></li> <li>• <i>One (1) Foreman – At least one (1) year of experience in waterproofing and construction supervision; and</i></li> <li>• <i>One (1) Safety Officer – Safety Officer with Certificate of Training issued by or in coordination with BWC or DOLE.</i></li> </ul> </td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	<ul style="list-style-type: none"> <li>• <i>One (1) Project-in-Charge – A certified registered Civil Engineer or Architect with at least three (3) years of experience in waterproofing and/or construction supervision;</i></li> <li>• <i>One (1) Foreman – At least one (1) year of experience in waterproofing and construction supervision; and</i></li> <li>• <i>One (1) Safety Officer – Safety Officer with Certificate of Training issued by or in coordination with BWC or DOLE.</i></li> </ul>		
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10.5	The minimum major equipment requirements are the following:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Equipment</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Capacity</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td colspan="3"> <ul style="list-style-type: none"> <li>• <i>Two (2) units truck for hauling, disposal, delivery, mobilization and/or demobilization; and</i></li> <li>• <i>Three (3) units 20 lbs. jackhammer or demolition hammer to remove old concrete topping.</i></li> </ul> </td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	<ul style="list-style-type: none"> <li>• <i>Two (2) units truck for hauling, disposal, delivery, mobilization and/or demobilization; and</i></li> <li>• <i>Three (3) units 20 lbs. jackhammer or demolition hammer to remove old concrete topping.</i></li> </ul>		
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12	<i>Not Applicable</i>						
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:  <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="vertical-align: top; padding-left: 20px;">a.</td> <td>The amount of not less than <i>two percent (2%) of ABC or Eighty Thousand Pesos Only (₱80,000.00)</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</td> </tr> <tr> <td style="vertical-align: top; padding-left: 20px;">b.</td> <td>The amount of not less than <i>five percent (5%) of ABC or Two Hundred Thousand Pesos Only (₱200,000.00)</i> if bid security is in Surety Bond.</td> </tr> </tbody> </table>	a.	The amount of not less than <i>two percent (2%) of ABC or Eighty Thousand Pesos Only (₱80,000.00)</i> , 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 <i>five percent (5%) of ABC or Two Hundred Thousand Pesos Only (₱200,000.00)</i> if bid security is in Surety Bond.		
a.	The amount of not less than <i>two percent (2%) of ABC or Eighty Thousand Pesos Only (₱80,000.00)</i> , 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 <i>five percent (5%) of ABC or Two Hundred Thousand Pesos Only (₱200,000.00)</i> if bid security is in Surety Bond.						
19.2	<i>Partial bids are not allowed.</i>						
20	<i>None.</i>						

21	<p>Additional contract documents relevant to the Project required by existing laws and/or the Procuring Entity, are as follows:</p> <ul style="list-style-type: none"> <li><i>a) A company profile with list of present and previous clientele for the past five (5) years;</i></li> <li><i>b) Duly signed resume/curriculum vitae of contractor's Key Personnel;</i></li> <li><i>c) Duly notarized Affidavit of Commitment from the bidder's Key Personnel;</i></li> <li><i>d) Duly signed Work Schedule;</i></li> <li><i>e) Duly signed Delivery Schedule;</i></li> <li><i>f) Duly signed Table of Organization;</i></li> <li><i>g) Duly signed Manpower Schedule;</i></li> <li><i>h) Duly signed Samples Product Data;</i></li> <li><i>i) Duly signed Safety Plan;</i></li> <li><i>j) Duly signed Construction Methodology; and</i></li> <li><i>k) Certificate of Site Inspection issued by the manager or his/her authorized representative.</i></li> </ul>
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## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

## 2. Sectional Completion of Works

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

## 3. Possession of Site

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

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

## 4. The Contractor's Obligations

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

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

## **5. Performance Security**

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

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

## **7. Warranty**

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

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

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

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

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

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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

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

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

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

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

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

## *Section V. Special Conditions of Contract*

# Special Conditions of Contract

GCC Clause	
2	<i>No sectional completion of work.</i>
4.1	<i>The DOST-ASTI shall give possession of all parts of the site to the contractor from the date of the issuance of the Notice to Proceed.</i>
6	<i>Site investigation is required.</i>
7.2	<i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Ten (10) years.</i>
10	<i>No further instructions.</i>
11.1	The Contractor shall submit the <b>Program of Work and Contractor's All-Risk Insurance (CARI)</b> to the Procuring Entity's Representative within <b>ten (10) calendar days</b> upon receipt of the Notice of Award.
11.2	If the Contractor does not submit an updated Program of Work and CARI within the above period, the amount to be withheld is <b>five percent (5%) of the contract amount</b> .
13	The amount of the advance payment is:  <i>Fifteen percent (15%) of the total contract price, to be made in lump sum, upon a written request of the Contractor, which shall be submitted as a contract document. The Contractor, along with its written request, shall likewise submit an irrevocable standby letter of credit of equivalent value from commercial bank, a bank guarantee, or a surety bond callable upon demand, issued by a surety insurance company duly licensed by the Insurance Commission.</i>
14	<i>Progress payments are allowed.</i>  <i>The first progress payment may be paid by DOST-ASTI to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by DOST-ASTI's Representative.</i>  <i>The Contractor shall submit a request for payment of work accomplishment. Such request for payment shall be verified and certified by DOST-ASTI's Representative/Project Engineer.</i>
15.1	The date by which operating and maintenance manuals are required is <b>not applicable</b> .  The date by which "as built" drawings and other documentary requirements must be submitted <b>five (5) calendar days upon completion of the project</b> .
15.2	<b>The following shall be submitted to DOST-ASTI:</b>  <b>a) As-built Plans. The Contractor shall submit shop drawings. A complete set of As-Built Drawings printed form (20" x 30") and/or A3 and an electronic copy in AutoCAD;</b>

	<ul style="list-style-type: none"><li><i>b) Flood test results/reports and duration of which must be 48 hours upon application of waterproofing;</i></li><li><i>c) Original Copy of “Record Drawing/Plan” complete with legend, technical specifications, and measurements;</i></li><li><i>d) Final Project Report including photo documentations before, during and after implementation works. Each photo-documentation should have the date and time stamps in jpg-format; and</i></li><li><i>e) Warranty Certificate of at least ten (10) years against poor workmanship and defects traceable to materials.</i></li></ul>
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## *Section VI. Specifications*

## *Terms of Reference for*

# **SUPPLY, DELIVERY, AND INSTALLATION OF WATERPROOFING AT DOST-ASTI ROOF DECK (WATERPROOFING)**

## **1. BACKGROUND and OBJECTIVES**

- 1.1 The Advanced Science and Technology Institute (herein referred to as to the “Institute”) is seeking qualified and competent bidders for the supply, delivery and installation of waterproofing at DOST-ASTI Roof Deck.
- 1.2 The objective of this project is to protect the DOST-ASTI Building from rainwater leaks at roof deck area. Work shall include supervision, supply, delivery, installation and services necessary to properly conduct and implement the work and produce the desired output/result.
- 1.3 The technical specifications indicated herein are minimum requirements, unless otherwise specified.

## **2. APPROVED BUDGET FOR THE CONTRACT**

- 2.1 For and in consideration of the performance and accomplishment of the Waterproofing, DOST-ASTI shall pay the Contractor the total amount of Four Million Pesos Only (Php4,000,000.00) for the contract price. Subject to pertinent laws on government contracts and auditing procedures.
- 2.2 The contract price is inclusive of all duties and taxes.
- 2.3 No changes shall be made on the Contract Price by reason of escalation in currency. Any adjustment in Contract Price shall be done in accordance with guidelines provided by law.
- 2.4 The payment of escalation costs shall be subject to the unilateral and written approval of DOST-ASTI and to availability of funds.

## **3. PROJECT DURATION**

- 3.1 The project duration covering the waterproofing works of roof deck in DOST-ASTI is until 31 December 2021.
- 3.2 The Contractor’s proposed Work Plan shown in Gantt Chart, which is a mandatory part of the Technical Proposal, should provide a more detailed schedule of activities.
- 3.3 The liquidated damages shall be imposed for the inability of the Contractor to comply with the Approved Construction Schedule, unless a written request for time extension has been approved in writing by DOST-ASTI.

## **4. QUALIFICATION OF THE CONTRACTOR**

- 4.1 The Contractor must be competent and experience in the field of waterproofing works with a minimum of five (5) years prior experience on similar projects and should have a valid and current Philippine Contractors Accreditation Board (PCAB)

License, Category “C” or “D”, with a classification General Engineering (GE-1) or Specialty – Waterproofing Work (SP-WP).

- 4.2 The Contractor is required to submit a company profile, list of present and previous clientele for the past five (5) years.
- 4.3 The Project-in-Charge who will administer the Waterproofing Works must be well trained and experienced waterproof applicator with at least three (3) years’ experience.

## **5. GENERAL REQUIREMENTS**

- 5.1 The Contractor will provide technical supervision, skilled manpower, tools, equipment and suitable highest quality materials within the specified period to complete the project.
- 5.2 As-built Drawings is to be done and submitted by Contractor.
- 5.3 Provide coordination and collaborative works with DOST-ASTI to complete respective works in accordance with approved drawings, specifications and method of installation.
- 5.4 Provide all materials necessary to complete the works although not specifically mentioned in the specifications, working drawings or in other contract documents without extra cost the DOST-ASTI.
- 5.5 Comply with all applicable Environmental, Health and Safety regulations required by law.
- 5.6 Secure and submit all necessary bonds, permits and insurances required in the contract.
- 5.7 Submit on time, the required work schedule, delivery schedule, table of organization, manpower schedule, samples product data, safety plan, methodology and other requirements deemed necessary.
- 5.8 Ensure the quality of materials and workmanship needed to complete and render ready for acceptance by DOST-ASTI.
- 5.9 Responsible for the safety requirements (safety shoes, vest, hard hat, safety harness, lifeline) and provision of fire extinguishers and all other fire protection provisions in working areas.
- 5.10 Compliance to provisions of safety provisions for warehousing/storage of their materials and equipment.
- 5.11 Hauling and disposal of garbage inside the building perimeter.
- 5.12 Protect and maintain in the required acceptable conditions of all waterproofing works and accessories during construction until hand over.
- 5.13 Ensure that the performance, appearance and proper functioning of the works are not affected by any movements, settlement or deflection in the building structure. Also take into account the construction accuracy of works by others to which the waterproofing works are attached.
- 5.14 Coverage of the waterproofing works is approximately 980 sq. m.

## **6. SCOPE OF WORKS**

### **6.1 General Requirements**

6.1.1 Mobilization and demobilization, hauling and disposal, staging of temporary facilities, utilities, protective covers/ fencing, billboard/signage, bonds, fees etc.

### **6.2 Waterproofing Works**

#### **6.2.1 Surface Preparation**

6.2.1.1 Removal of existing waterproofing

6.2.1.2 Removal of existing concrete floor topping

6.2.1.3 Surface treatment via grinding and degreasing prior to application of waterproofing

#### **6.2.2 Roof Deck Cracks Repair & other work**

6.2.2.1 Application of injectible epoxy on cracks

6.2.2.2 Application of grout for large concrete cracks and crevices

6.2.2.3 Temporary removal & reinstallation of accessories that shall be affected by the waterproofing – pipes, pressure tanks, etc.

#### **6.2.3 Waterproofing Installation**

6.2.3.1 Primer – compatible with waterproofing to be used

6.2.3.2 Cold applied Polyurethane waterproofing with fiber mesh reinforcement – application procedure, no. of coats and thickness should follow manufacturer's specification

6.2.3.3 Supply and application of Elastomeric waterproofing on roof deck parapet and penthouse wall-same level with parapet (2 coats)

6.2.3.4 48 hr. flood testing for all waterproofed areas

### **6.3 Restoration/other work**

6.3.1 2" thk. Concrete topping with 4" x 4"-Ga#10 welded wire mesh reinforcement – provide 10mm expansion joints with elastomer filler @ every 3 meter square

6.3.2 Replace existing drain covers with brass

6.3.3 Hauling and disposal of debris

### **6.4 Safety and Health Programs**

6.4.1 Standard industry Health & Safety Program Construction Industry COVID-19 Response Protocol (DPWH DO 39) – Isolation Room

6.4.2 Disinfectants and other consumables, Additional COVID-19 PPE (Consumables), other items (logbook materials and safety signages, etc.)

## **7. QUALITY ASSURANCE**

7.1 Installer Qualifications: A firm that is approved or licensed by waterproofing manufacturer for installation of waterproofing required for this Project.

7.2 Source Limitations: Obtain waterproofing materials from single source from single manufacturer.

7.3 Mockups: Before beginning installation, install waterproofing to 9.3 sq.m. to demonstrate surface preparation, crack and joint treatment, thickness, texture, and execution quality.

7.3.1 If Architect determines mockups do not comply with requirements, reapply waterproofing until mockups are approved.

- 7.3.2 Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
- 7.3.3 Approved mockups may become part of the completed work if undisturbed at time of Substantial Completion.
- 7.4 Preinstallation Conference: Conduct conference at Project site
  - 7.4.1 Review waterproofing requirements including surface preparation, substrate condition and pretreatment, minimum curing period, forecasted weather conditions, special details and flashings, installation procedures, testing and inspection procedures, and protection and repairs.

## **8. DELIVERY, STORAGE, AND HANDLING**

- 8.1 Deliver liquid materials to Project site in original containers with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, shelf life, and directions for storing and mixing with other components.
- 8.2 Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by waterproofing manufacturer.
- 8.3 Remove and replace liquid materials that cannot be applied within their stated shelf life.
- 8.4 Protect stored materials from direct sunlight.

## **9. PROJECT CONDITIONS**

- 9.1 Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply waterproofing to a damp or wet substrate, when relative humidity exceeds 85 percent, or when temperatures are less than 3 deg C above dewpoint.
  - 9.1.1 Do not apply waterproofing in rain, fog or mist, or when such weather conditions are imminent during application and curing period.
- 9.2 Maintain adequate ventilation during application and curing waterproofing materials.

## **10. WARRANTY**

- 10.1 Special Manufacturer's Warranty: Manufacturer's standard form in which waterproofing manufacturer and installer agree to repair or replace waterproofing that does not comply with requirements or that fails to remain watertight within specified warranty period.
  - 10.1.1 Warranty does not include failure of waterproofing due to failure of substrate prepared and treated according to requirements or formation of new joints and cracks in substrate that exceed 1.6mm in width
  - 10.1.2 Warranty period of ten (10) years from date of Substantial Completion
- 10.2 Special Installer's Warranty: Specified from signed by installer, covering Work of this Section, for warranty period of two years.
  - 10.2.1 Warranty includes removing and reinstalling protection board, drainage panels, insulation, pedestals, and pavers on plaza decks.

## **11. PRODUCTS**

### **11.1 Polyurethane Waterproofing**

11.1.1 Polyurethane Waterproofing: Comply with ASTM D 412 with manufacturer's written physical requirements. High performance, seamless, elastomeric single component moisture curing polyurethane. Application of fiber mesh shall be according to manufacturer's recommendation

11.1.2 Products: Subject to compliance with requirements, available products that may be incorporated into the work include, but are not limited to, the following:

11.1.3 Neogard – Perma-Gard, Pioneer or approved equivalent

### **11.2 Auxiliary Materials**

11.2.1 General: Provide auxiliary materials recommended by manufacturer to be compatible with one another and with waterproofing, as demonstrated by waterproofing manufacturer, based on testing and field experience.

## **12. EXECUTION**

### **12.1 EXAMINATION**

12.1.1 Examine substrates, areas, and conditions, with installer present, for compliance with requirements and other conditions affecting performance

12.1.1.1 Verify that concrete has cured and aged for minimum time period recommended by waterproofing manufacturer.

12.1.1.2 Verify that substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263

12.1.1.3 Proceed with installation only after unsatisfactory conditions have been corrected.

### **12.2 SURFACE PREPARATION**

12.2.1 Clean and prepare substrate according to manufacturer's written recommendations, dust-free, and dry substrate for waterproofing application.

12.2.2 Mask off adjoining surfaces not receiving waterproofing to prevent spillage or overspray affecting other construction.

12.2.3 Close off deck drains and other deck penetrations to prevent spillage and migration of waterproofing fluids.

12.2.4 Remove grease, oil, bitumen, form-release agents, paints, curing compounds, acid residues, and other penetrating contaminants or firm-forming coatings from concrete.

12.2.4.1 Abrasive blast clean concrete surfaces uniformly to expose top surface of fine aggregate according to ASTM D 4259 with self-contained, recirculating, blast-cleaning apparatus. Remove material to provide a sound surface free of laitance, glaze, efflorescence, curing compounds, concrete hardeners, or form-release agents. Remove remaining loose material and clean surfaces according to ASTM D 4258.

12.2.5 Remove fins, ridges, and other projections and fill honeycomb, aggregate

pockets, and other voids.

### 12.3 PREPARATION AT TERMINATIONS AND PENETRATIONS

12.3.1 Prepare vertical and horizontal surfaces at terminations and penetrations through waterproofing and at expansion joints, drains, and sleeves according to ASTM C 898 and manufacturer's written instructions.

12.3.2 Prime substrate unless otherwise instructed by waterproofing manufacturer.

12.3.3 Apply waterproofing in two separate applications and embed a joint reinforcing strip in the first preparation coat when recommended by waterproofing manufacturer.

12.3.3.1 Provide sealant cants around penetrations and at inside corners of deck-to-wall butt joints when recommended by waterproofing manufacturer.

### 12.3.4 JOINT AND CRACK TREATMENT

12.3.4.1 Prepare, treat, rout, and fill joints and cracks in substrate according to ASTM C 898 ASTM C 1471 and waterproofing manufacturer's written instructions. Remove dust and dirt from joints and cracks, complying with ASTM D 4258, before coating surfaces.

12.3.4.1.1 Comply with ASTM C 1193 for joint-sealant installation.

12.3.4.1.2 Apply bond breaker between sealant and preparation strip.

12.3.4.1.3 Prime substrate and apply a single thickness of preparation strip extending a minimum of 75mm along each side of joint. Apply waterproofing in two separate applications and embed a joint reinforcing strip in the first preparation coat.

12.3.4.2 Install sheet flashing and bond to deck and wall substrates where indicated or required according to waterproofing manufacturer's written instructions.

12.3.4.2.1 Extend sheet flashings onto perpendicular surfaces and other work penetrating substrate according to ASTM C 898.

### 12.3.5 WATERPROOFING APPLICATION

12.3.5.1 Apply waterproofing according to ASTM C 898 ASTM C 1471 and manufacturer's written instructions.

12.3.5.2 Start installing waterproofing in presence of manufacturer's technical representative.

12.3.5.3 Follow manufacturer's written instructions on application of fiber mesh.

12.3.5.4 Apply primer over prepared substrate.

12.3.5.5 Unreinforced Waterproofing Applications: Mix materials and apply waterproofing by spray, roller, notched squeegee, trowel, or other application method suitable to slope of substrate.

12.3.5.5.1 Apply one or more coats of waterproofing to obtain seamless

membrane free of entrapped gases, with an average dry film thickness of 1.5mm and a minimum dry film thickness of 1.3mm at any point.

12.3.5.5.2 Apply waterproofing to be prepared wall terminations and vertical surfaces

12.3.5.5.3 Verify wet film thickness of waterproofing every 9.3sq.m.

#### 12.3.6 FIELD QUALITY CONTROL

12.3.6.1 Engage a full time site representative qualified by the waterproofing membrane manufacturer to inspect, substrate conditions, surface preparation, and application of the membrane, flashings, protection, and drainage components; and to furnish daily reports to Architect.

12.3.6.2 Flood Testing: Flood test each deck area for leaks, according to recommendations in ASTM D 5957, after completing waterproofing but before overlaying construction is placed. Install temporary containment assemblies, plug or dam drains, and flood with potable water.

### **13. RESPONSIBILITIES OF THE CONTRACTOR**

13.1 The principal features of the work do not in any way limit the responsibilities of the Contractor to the general description of his/her scope of work. He/she shall perform all the work fully and make operational to the internet of the project.

13.2 The Contractor shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.

13.3 The Contractor shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks.

13.4 The Contractor is not allowed to erect quarters for workers within the DOST-ASTI premises; sleeping is also not allowed. Contractor's workers are limited to the designated working area only. Loitering around and inside the premises is not allowed.

13.5 The Contractor shall be responsible for clearing and cleaning of the designated project site of unused materials, left over and other debris at the site and disposal of the same outside the premises. A daily inspection of the work area shall be conducted by DOST-ASTI's authorized representative to ensure that the working area and storage area assigned to the Contractor is clean and in order at all times.

13.6 The Contractor shall protect adjacent area against any damage by his/her employees, or by his/her materials, equipment and tools during the execution of the work. Any damage done by him/her employees shall be repaired at his own expense, without additional compensation beyond the contract.

13.7 Permits, Laws, Ordinances and Standards – the installation provided for and specified herein shall comply with laws and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the Contractor. Said requirements shall be turned-over to DOST-ASTI upon project completion.

- 13.8 The Contractor shall assign full time Engineer/Architect as Project-In-Charge (PIC) for the project to supervise the works mentioned herein. The PIC shall be a certified registered Civil Engineer or Architect designated for the project by the Contractor.
- 13.9 All other items of work not specifically mentioned but are necessary to complete the works in accordance with the plans and specifications and other related documents shall be provided by the Contractor at no additional cost to the DOST-ASTI.

#### **14. SUBMITTALS**

- 14.1 Before commencing any work or providing any materials at the jobsite for this project, the Contractor shall submit samples and project Bar Chart/S-Curve for DOST-ASTI's approval within five (5) calendar days upon issuance of Notice to Proceed.
- 14.2 The Contractor's All-Risk Insurance (CARI) shall be submitted to DOST-ASTI within ten (10) calendar days upon receipt of Notice of Award (NOA) to be issued by the BAC Secretariat.
- 14.3 Prior to issuance of the Certificate of Completion (COC), the following shall be submitted to DOST-ASTI. DOST-ASTI reserves the right not to issue a Certificate of Satisfactory Performance on the basis of non-submission of any of the items below:
- 14.3.1 Test results/Report for leak test/s.
- 14.3.2 Original Copy of "Record Drawing/Plan" complete with legend, technical specifications and measurements.
- 14.3.3 Final Project Report including photo documentations before, during and after implementation works. Each photo-documentation should have the date and time stamps in jpg-format.
- 14.3.4 As-built Plans. The Contractor shall submit shop drawings as required by DOST-ASTI. A complete set of As-Built Drawings printed form (20" x 30") and/or A3 and an electronic copy in AutoCAD.
- 14.3.5 Warranty Certificate of at least five (5) years against poor workmanship and defects traceable to materials.

#### **15. EARLY WARNING**

- 15.1 The Contractor shall warn DOST-ASTI's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of work, increase the Contract Price, or delay the execution of the works. DOST-ASTI's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance of 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 DOST-ASTI'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 DOST-ASTI's Representative.

## **16. IDENTIFYING DEFECTS**

16.1 DOST-ASTI's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. DOST-ASTI's Representative may instruct the Contractor to search uncover defects and test any work that DOST-ASTI's Representative considers below standards and defective.

## **17. COST OF REPAIR**

17.1 Loss or damage to the works or materials to be incorporated in the works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's Cost if the loss or damages arises from the Contractor's acts or omissions.

## **18. CORRECTION OF DEFECTS**

18.1 The Contractor shall correct the notified defect within the length of time specified in the DOST-ASTI's Representative Notice.

18.2 DOST-ASTI shall certify that all defects have been corrected. If DOST-ASTI considers that correction of a defect is not essential, he can request Contractor to submit a quotation for the corresponding reduction in the Contract Price. If DOST-ASTI accepts the quotation, the corresponding change is a Variation.

## **19. UNCORRECTED DEFECTS**

19.1 DOST-ASTI shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a defect. If the Contractor does not correct the Defect himself within the period, DOST-ASTI may have the Defect corrected by the third party. The cost of correction will be deducted from the Contract Price.

19.2 The use of the third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

## **20. ADVANCE PAYMENT**

20.1 DOST-ASTI 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 Contract.

20.2 The advance payment shall be made only upon the submission to and acceptance by DOST-ASTI of an irrevocable standby letter of credit of equivalent value from commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety insurance company duly licensed by the insurance Commission and confirmed by DOST-ASTI.

20.3 The advance payment shall be repaid the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.

## **21. PROGRESS PAYMENTS**

- 21.1 The Contractor may submit a request for payment of work accomplished. Such request for payment shall be verified and certified by DOST-ASTI's Representative/Project Engineer. Except as otherwise stipulated in the Contract, materials and equipment delivered on site but not completely put in place shall not be included for payment.
- 21.2 DOST-ASTI shall deduct the following from the certified gross amounts to be paid to the Contractor as progress payment:
- 21.2.1 Cumulative value of the work previously certified and paid for;
  - 21.2.2 Portion of the advance payment to be recouped for the month;
  - 21.2.3 Retention money in accordance with the condition of the contract;
  - 21.2.4 Amount to cover third party liabilities; and
  - 21.2.5 Amount to cover uncorrected discovered defects in the works.
- 21.3 Payments shall be adjusted by deducting there from the amounts for advance payments and retention. DOST-ASTI shall pay the Contractor the amounts certified by DOST-ASTI's Representative within twenty-eight (28) days from the date of each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by DOST-ASTI.
- 21.4 The first progress payment may be paid by DOST-ASTI to the Contractor provided that at least twenty (20) percent of the work has been accomplished as certified by DOST-ASTI's Representative.

## **22. PAYMENT CERTIFICATES**

- 22.1 The Contractor shall submit to DOST-ASTI's Representative monthly statements of estimated value of the work executed less the cumulative amount certified previously.
- 22.2 DOST-ASTI shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 22.3 The value of work executed shall:
- 22.3.1 Be determined by DOST-ASTI's Representative
  - 22.3.2 Comprise the value of quantities of the items in the Bill of Quantities completed; and
  - 22.3.3 Include the valuations of approved variations (if any).
- 22.4 DOST-ASTI's Representative may exclude any item certified in a previous certificate or reduce the proportion of any time previously certified in any certificate in the light of later information.

## **23. RETENTION**

- 23.1 Progress payments are subject to retention of ten percent (10%) referred to as the "retention money". Such retention shall be based on the total amount due to Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by DOST-ASTI are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made, otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefore

- 23.2 The total retention money shall be due to release upon final acceptance of the Works. The Contractor may however, request the substitution of the retention money for each progress billing with irrevocable standby letter of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for an acceptable to DOST-ASTI, provided that the project is on schedule and is satisfactorily undertaken otherwise, the ten percent (10%) retention shall be made. Then said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or DOST-ASTI and will answer for the purpose for which the ten percent (10%) retention is intended, I.e., to cover uncorrected discovered defects and third-party liabilities.
- 23.3 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form of acceptable to DOST-ASTI.

## **24. VARIATION ORDERS**

- 24.1 Variation Orders may be issued by DOST-ASTI to cover increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or classification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for the purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and DOST-ASTI after award of the contract, provided that the cumulative amount of Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate positive Variation Order. A Variation Order may either be in form of a Change Order or Extra Work Order.
- 24.2 A Change Order may be issued by DOST-ASTI to cover any increase/decrease in quantities of the original Work items in the contract.
- 24.3 An Extra Work Order may be issued by DOST-ASTI to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as where there are subsurface or latent physical conditions at the site differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 24.4 Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the Head of DOST-ASTI may authorize a positive Variation Order to go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by GPPB. Provided however, that appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).
- 24.5 In Claiming for any Variation Order, the Contractor shall, within seven (7) days

after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at the time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of the Variation Orders are as follows:

- 24.5.1 If DOST-ASTI's Representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with notices submitted by the Contractor, the plans therefore, bid computations as to the quantities of the additional works involved per item, indicating specific stations where such works are needed, the date of the inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra work Order, and shall submit the same to the Head of DOST-ASTI for approval.
- 24.5.2 The Head of DOST-ASTI or his duly authorized representative, upon receipt of the Change Order or Extra Work Order shall immediately instruct the technical staff of DOST-ASTI to conduct an on the spot investigation to verify the need for the work to be prosecuted. A report of such verification shall be submitted directly to the Head of DOST-ASTI or his authorized representative.
- 24.5.3 The Head of DOST-ASTI or his authorized representative, after being satisfied that such Change Order or Extra Work Order is justified and necessary, shall review the estimated quantities and prices and forward the proposal with the supporting documentation to the Head of DOST-ASTI for consideration.
- 24.5.4 If, after review of the plans, quantities and estimated unit cost of the items of work involved, the proper office of DOST-ASTI empowered to review and evaluate the Change Orders or Extra Work Orders and recommends approval thereof, Head of DOST-ASTI or his authorized representative, believing the Change Order or Extra Work Order to be in order, shall approve the same.
- 24.5.5 The timeframe for the processing of Variation Orders from the preparation up to the approval by Head of DOST-ASTI shall not exceed thirty (30) calendar days.

## **25. CONTRACT COMPLETION**

- 25.1 Once the project reaches an accomplishment of ninety five percent (95%) of the total contract amount, DOST-ASTI may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works. Work deficiencies for necessary corrections, and other specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of DOST-ASTI for liquidated damages.

**26. SUSPENSION OF WORK**

26.1 DOST-ASTI shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary due to force majeure of any fortuitous events or for failure on the part of Contractor to correct bad conditions which are unsafe for workers or for general public, to carry out valid orders given by DOST-ASTI or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.

**27. COMPLETION**

27.1 The Contractor shall request DOST-ASTI's Representative to issue a Certificate of Completion of the Works, and DOST-ASTI's Representative will do so upon deciding that the work is completed.

**28. LIQUIDATED DAMAGES**

28.1 Failure to comply with the terms and conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount to 1/10 of 1% of the cost of the unperformed portion for everyday delay. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, DOST-ASTI shall rescind the contract, without prejudice to other courses of action and remedies open to it.

**This is to certify that we hereby commit to comply and deliver all the above.**

**Name of the Representative of the Bidder:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Name of the Bidder:** \_\_\_\_\_





## Section VIII. Bill of Quantities

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

Contract Reference No.:

Name of the Contract: **PROP. SUPPLY, DELIVERY AND INSTALLATION OF WATERPROOFING AT DOST-ASTI ROOF DECK**

Location of the Contract: **C.P. Garcia Ave.,  
UP Diliman, Q.C.**

ITEM NO.	DESCRIPTION	QTY	UNIT	Unit Price (Pesos)	AMOUNT
<b>I</b>	<b>GENERAL REQUIREMENTS</b>				
1	(Mobilization and demobilization, hauling and disposal, staging of temporary facilities, utilities, protective covers/ fencing, billboard/signage, bonds, fees etc.)	1.00	lot		
		<i>Sub-Total</i>			
<b>II</b>	<b>WATERPROOFING WORKS</b>				
<b>A</b>	<b>Surface preparation</b>				
1	Removal of existing waterproofing	1,140.00	sq.m.		
2	Removal of existing concrete floor topping	1,140.00	sq.m.		
3	Surface treatment via grinding and degreasing prior to application of waterproofing	1,140.00	sq.m.		
<b>B</b>	<b>Roof Deck Cracks Repair &amp; other work</b>				
1	Application of injectible epoxy on cracks	1.00	lot		
2	Application of grout for large concrete cracks and crevices	1.00	lot		
3	Temporary removal & reinstallation of accessories that shall be affected by the waterproofing - pipes, pressure tanks, etc.	1.00	lot		
<b>C</b>	<b>Waterproofing Installation</b>				
1	Supply and application of Primer - compatible with the waterproofing to be used	1,140.00	sq.m.		
2	Cold applied Polyurethane waterproofing with fiber mesh reinforcement - <b>application procedure, no. of coats and thickness should follow manufacturer's specification</b>	1,140.00	sq.m.		
3	Supply and application of Elastomeric waterproofing on roof deck parapet and penthouse wall-same level with parapet (2 coats)	172.00	sq.m.		
4	48 hr. flood testing for all waterproofed areas	1.00	lot		
		<i>Sub-Total</i>			
<b>III</b>	<b>Restoration/other work</b>				
1	2" thk. Concrete topping with 4" x 4"-Ga#10 welded wire mesh reinforcement- provide 10mm expansion joints with elastomer filler @ every 3 meter square	1,140.00	sq.m.		
2	Replace existing drain covers with brass	8.00	pcs		
3	Hauling and disposal of debris	1.00	lot		
		<i>Sub-Total</i>			

<b>IV</b>	<b>SAFETY AND HEALTH PROGRAMS</b>				
1	<b>Standard industry Health &amp; Safety Program</b>	1.00	lot		
2	<b>Construction Industry COVID-19 Response Protocol (DPWH DO 39)- Isolation Room, Disinfectants and other consumables, Additional COVID-19 PPE (Consumables), Other items (logbook materials and safety signages, etc.)</b>	1.00	lot		
		<i>Sub-Total</i>			
<b>V</b>	<b>Other Items Needed to Complete the Project</b>				
1					
2					
3					
		<i>Sub-Total</i>			
<b>TOTAL PROJECT COST</b>					

● *Unit price shall include material and labor cost, taxes, contingencies, profit and other miscellaneous/incidental cost*  
By the act of submitting this bid, I/we hereby confirm that I/we, a) have inspected the site, b) determined the characteristics of the contract works and the conditions for this project, c) examined all instructions, forms, terms and project requirements in the Bidding Documents, d) was/were given the opportunity to submit queries during the pre-bid stage, and e) have examined and agreed to the correctness of the Bill of Quantities.

*Submitted by:*

*Name of the Representative of the Bidder:* \_\_\_\_\_

*Position:* \_\_\_\_\_

*Name of the Bidder:* \_\_\_\_\_

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### 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 Contractors Accreditation Board (PCAB) License;  
**or**  
Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **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**
- (j) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS);

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

Financial Documents

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

**Class "B" Documents**

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

**II. FINANCIAL COMPONENT ENVELOPE**

- (o) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (q) 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**
- (r) Cash Flow by Quarter.

