

NOTE: This OBD is compliant with the Philippine Bidding Documents (Infrastructure)  
6th Edition as of July 2020 prepared by GPPB.  
Some minor changes have been made to suit the requirements of the

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure 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 measurements (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

- 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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**GOCC** ó Government-owned and/or ócontrolled corporation.

**Goods** ó 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. T jg"vgt o "õtgncvöfö"qt"õcpcnq i qwu"ugt xkeguö" u jcm" kpenwfg."dwv"ku"pqv" 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** ó Government of the PHILIPPINES.

**Infrastructure Projects** ó 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])





4. Interested bidders may obtain further information from the **Development Academy of the Philippines (DAP)** and inspect the Bidding Documents at the address given below from 9:00AM to 4:30PM.
5. A complete set of Bidding Documents may be acquired by interested bidders on **May 17, 2024 (Fri) to June 18, 2024 (Tue)** 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 **FIVE THOUSAND PESOS (P5,000.00)**. The DAP shall allow the bidder to present its proof of payment for the fees in person, or through electronic means.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System ([www.philgeps.gov.ph](http://www.philgeps.gov.ph)) and the website of the DAP ([www.dap.edu.ph](http://www.dap.edu.ph)). However, **only bidders who have paid the non-refundable applicable fee not later than the deadline for submission of bids, shall qualify to participate and submit the bids.**

6. Interested bidders must make payment to:



## *Section II. Instructions to Bidders*

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The Procuring Entity, **Development Academy of the Philippines (DAP)** invites Bids for the

**EQUIPMENT AND TECHNICAL EXPERTISE FOR THE COMPLETE UPGRADE, RENOVTAION, REPLACEMENT AND COMMISSIONING OF WALK-IN FREEZER AND WALK-IN CHILLER FACILITIES AND SYSTEMS IN THE DEVELOPMENT ACADEMY OF THE PHILIPPINES**

through an agent shall not engage in co

**IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

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

10.2. If the eligibility requirements or statements, the bids, and all other documents

specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.



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



ITB Clause	Details of BID DATA SHEET (BDS)				
	<p>supported by a Certificate of Completion or Final Acceptance. Submit accomplished <b>FORM 7: LARGEST COMPLETED CONTRACT (SLCC)</b>;</p> <p><b>4. NFCC computation of at least equal to the ABC. Submit accomplished FORM 8: NET FINANCIAL CONTRACTING CAPACITY (NFCC)</b>;</p> <p><b>5. Joint Venture Agreement (JVA), if applicable.</b> Submit requirements as required by Section 23.1 (b) for Infrastructure Projects. If not applicable, the bidder must indicate in writing that they will not be partaking in a Joint Venture for this project.</p> <hr/> <p><b>6. Bid Security</b> in accordance with BDS Clause 14 (please refer to <b>FORM 3: BID SECURING DECLARATION</b>);</p> <p><b>7. Duly Notarized Omnibus Sworn Statement</b> (please refer to <b>FORM 5: OMNIBUS SWORN STATEMENT</b>);</p> <p><b>8. Duly signed</b> Key Personnel for the Project with qualification and work experience in accordance with BDS Clause 10.4;</p> <p><b>9. Certificate of Site Inspection</b> duly signed by either of the following (please refer to <b>FORM 9: CERTIFICATE OF SITE INSPECTION</b>):</p> <p><b>9.1. CHRISTIAN VER B. SIGUENZA</b> Supervisor, Engineering &amp; Maintenance Services - DAP Conference Center</p> <p><b>9.2. ADRIAN RUSSEL I. MONTENEGRO</b> Supervisor, Engineering &amp; Maintenance Services - DAP Conference Center</p> <p><b>10. Company Profile with a List of All Completed Contracts</b> within the last five (5) years; and,</p> <p><b>11. Certificate of Distribution and Service.</b></p>				
<p><b>10.4</b> List of Key Personnel</p>	<p>personnel are the following:</p> <table border="0"> <thead> <tr> <th data-bbox="384 1585 708 1624" style="text-align: center;"><b>Key Personnel</b></th> <th data-bbox="858 1585 1264 1624" style="text-align: center;"><b>Qualification and Experience</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="384 1630 708 1668"><b>1. PROJECT MANAGER</b></td> <td data-bbox="772 1630 1390 1995">           Shall have the qualification and experience to decide for and on behalf of the Bidder relative to the progress/changes/adjustments during the implementation;            With at least five (5) years of professional experience in the construction industry;            Shall be a Licensed Civil Engineer,            With a background in similar projects; and            Shall render services for this Project until its completion and turn-over.         </td> </tr> </tbody> </table>	<b>Key Personnel</b>	<b>Qualification and Experience</b>	<b>1. PROJECT MANAGER</b>	Shall have the qualification and experience to decide for and on behalf of the Bidder relative to the progress/changes/adjustments during the implementation; With at least five (5) years of professional experience in the construction industry; Shall be a Licensed Civil Engineer, With a background in similar projects; and Shall render services for this Project until its completion and turn-over.
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ITB Clause	Details of BID DATA SHEET (BDS) øF04_XXX=IMAGE_Payment_Schedule=
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ITB Clause	Details of BID DATA SHEET (BDS)
	<p data-bbox="437 230 1177 273">1.9. NFCC computation of at least equal to the ABC; and</p> <p data-bbox="437 286 1091 329">1.10. Joint Venture Agreement (JVA), if applicable.</p> <p data-bbox="389 342 1398 416">2. Rtkpvvgf"cpf"fw{ "uki pgf"qtki kpcn"eq rkgu"qh"v jg"Dkf fgtøu"uwd o kvvgf"vge.jpkecn" documents as follows:</p> <p data-bbox="437 430 478 468">2.1.</p>



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

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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.

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).

- 3.1 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 ceeqtfcepeg" ykvj"vjg"vgt ou"qh"v jku"encwug."vjg"Rtqewtkpi "Gpvkv {øu"Tgrtgugpvcvkxg" 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 eqpvtcev"gzvgpukqp"rtqxkfgf"wpfgt"Cppgz"öGö"qh"vjg"4238"tgxkugf"KTT"qh"TC" No. 9184.



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.

- 5.1. 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.

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.

Uwdlgev"vq"vjg"i wkfgnkpgu"qp"Xctkcvkqp"Qtfgt"kp"Cppgz"öGö"qh"vjg"4238"tgxkugf"KTT"qh" RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Eqpvtevtøu"Dkf"ujcm"dg" used for small additional amounts of work only when the

and equipment delivered on the site but not completely put in place shall not be included for payment.

15.1. If required, the Contractor shall provide operation and maintenance manuals as specified in the **SCC**.

15.2. If the Contractor does not provide the manuals, the Contractor shall be liable for the cost of the manuals. (169.2.7.4(C)-21(h)20(e)4(C)-109(C)D9W\* nBT/F14.



GCC Clause

Details of SPECIAL CONDITIONS OF CONTRACT (SCC)

GCC Clause	Details of SPECIAL CONDITIONS OF CONTRACT (SCC)
<p>Operating and Maintenance Manuals</p>	<p>engineers;</p> <ol style="list-style-type: none"> <li>2. Hqwt" *6+ "ugvu" qh" dnwg" rtkpv" eqrkgu" kp" 52ö" z" 62ö" ujjgvu" ukipgf" cpf" sealed by appropriate professional architects and engineers;</li> <li>3. Eq o r ngvg"ugv"qh"gngevtqpkh"knku"kp"WUD"Vjw o d"Flxg"qh"öCU-BUILT FTC YKP IUö"kp"RFH"cpf"ECF"hqto cv=</li> <li>4. Complete set of colored photos in jpeg format and printed copies with date-stamp and time-stamp demonstrating before, during, and after construction works;</li> <li>5. Ocpwcnuldtqejwtgu"ykvj"vgejpkrcn"ur gekhkecvkqpu"cpf"Ocpwhcevtgtøu" printed Product Installation / Application Instructions; and</li> <li>6. Warranty Certificate of at least five (5) years on Sandwich Panel, five (5) years on Compressors, two (2) years on Workmanship, and one (1) year on Parts and Materials reckoned from the date of receipt of the Certificate of Completion issued by the DAP End User.</li> </ol> <p>The period, by which above-cited documents are required to be submitted, shall be <b><u>within fifteen (15) calendar days prior to the issuance of the Certificate of Completion.</u></b></p>

**15.2**  
 Release of Final Payment shall be made only upon the submission of the  
 non-submission  
 of As-Built  
 Drawings  
 and/or Manuals

9606.06 Tm0 G[ 184.87 5411o0 G<0052>-19<0006 Tm0 g60.862 1 16



htq o "fcvg"qh"Eqpvtcevqtøu"tgegkrv"qh"Pqvkeg-to-Proceed from **DAP**.

The liquidated damages shall be imposed for the inability of the Contractor to comply with the **Approved Project Schedule**, unless a written request for time extension has been approved in writing by **DAP**.

Work Clusters	Nth Cal-days from Contractor's Date of Receipt of Notice-to-Proceed	
	START	FINISH
<b>1.</b> Notice to Proceed.	<b>1<sup>st</sup></b>	<b>1<sup>st</sup></b>
<b>2.</b> Pre-Construction Phase	<b>1<sup>st</sup></b>	<b>40<sup>th</sup></b>
<b>3.</b> Total Repair, Rehabilitation, Renovation of DAPCC Kitchen Walk-In Freezer and Walk-In Chiller Rooms including its Supply of Mechanical and Electrical Equipment	<b>41<sup>st</sup></b>	<b>130<sup>th</sup></b>

**4.**



and/or insurance (if any) in compliance to all rules and regulations as required by oversight government agencies for the PROJECT;

- 2.3. Designate in writing, its proposed Project Team defining clearly their lines of authority and communications to coordinate the construction activity. The proposed

cost. All changes sh

- 1.6. Recommendation on most preferred layout and scheme citing advantages of such layout and scheme to DAPCC operations and approval of DAPCC management on the recommended layout & scheme;
- 1.7. Preparation of detailed engineering plans/designs, bill-of-quantities on the approved scheme and approval of appropriate professional engineer for each required discipline, including the submission of a detailed Program of Work (POW);
- 1.8. Complete rehabilitation, renovation, replacement and commissioning of the Walk-in Freezer and Walk-in Chiller Facilities and Systems, Controls, Devices, Equipment & all related civil, electrical, electronic & mechanical accessories as indicated in the approved detailed engineering plans/ designs and bill-of-quantities;
- 1.9.



& mechanical accessories; and,

- 3.4. Provide and present findings and recommendation on most preferred layout and scheme citing advantages of such layout and scheme to DAPCC operations and

the evaporator;

- (c) Provision of a local audible and visual over-temperature alarm with silencer switch, for each Walk-In Freezer/Walk-In Chiller. Locate devices in a

cycle with evaporator fan running continuously; and

Walk- In Freezer Room. Defrost by heating elements incorporated into coil and drain pan. Operation of evaporator pan shall be delayed after defrost cycle until evaporator is cold enough to freeze any water droplets that are on the evaporator coil. Defrosting unit shall be automatically controlled by an electric shock, refrigerant suction gas pressure sensing device, or by means of sensing increased air resistance due to ice accumulation.

#### 4.3. Upgrade and Renovation of the Machine Room

##### Electrical Works

- (a) Dismantle existing feeders, wirings, conduit piping, and any other necessary supports, brackets, fittings including the existing control panel of the Compressor and Evaporator Units of Walk-In Freezer, and Walk-In Chiller;
- (b) Install controls, and wires from the control panel to condensing units, unit coolers, gauges, solenoid valves and other related refrigeration equipment (approved layout);
- (c) Replacement of existing main feeder lines including the circuit breaker and its enclosures for the Main Power Supply of Main Circuit Breakers for the Walk-In Freezer, and Walk-In Chiller;
- (d) Supply and Installation of new, complete sets of Circuit Breakers and its NEMA Type 3R enclosures, and the Control Panels including the electrical wiring terminations, and installation for the for the Walk-Freezer and Walk-In Chiller room electromechanical equipment;
- (e) Supply of works for electrical wiring terminations and installations from circuit breaker to Control Panels, and new refrigerant equipment;
- (f) Supply and Installation of wirings and conduit pipings needed for the power supply of the Exhaust fan to be installed from Main Panel Board of Main Kitchen to the Machine Room;
- (g) Provide 2 smart meters (BMS Ready) for monitoring the equipment electric consumption;
- (h) Provide 4 units of 12 Watts LED Lighting in accordance with the approved plan including wiring, and conduit piping installation; and
- (i) Provide the supply and installation for new panelboard for the lightings of machine room, walk-in freezer, and walk-in chiller rooms and, the exhaust fan including the provision of spare circuit breakers in accordance with the approved layout.

##### Mechanical Works

- (a) Supply of labor, tools, and equipment needed to conduct purging, and discharging of existing refrigerant of the compressor before conducting dismantling of existing condensing units, and refrigeration piping, and other accessories

with wrought copper solder type fittings suitable for connection with silver solder; and

Refrigerant pipe shall be insulated properly. The drainpipes shall be insulated with pre-molded 19 mm thick flexible unicellular insulation.

- (b) Dismantle the existing condensing units, and existing refrigeration piping, and accessories; provide necessary safekeeping.

#### Civil Works

- (a) Construct new reinforced concrete bases including vibration pads, in accordance with the approved plan. (NOTE: Contractor will submit for approval the specification of construction materials to be used).
- (b) Clean machine room from all debris;
- (c) Construct an extension area for the machine room following the approved layout;
- (d) Provision and application of Self-Levelling Epoxy at Machine Room Flooring; and
- (e) Provision of painting works for ceiling and walls.

#### **4.4. Installation of New Refrigeration Equipment for the Walk-In Freezer, and Walk-In Chiller Facilities, and Systems**





Department Manager; and

- 6.5. Submit hard and soft copy of before, on-going and after pictures with date and time stamps.

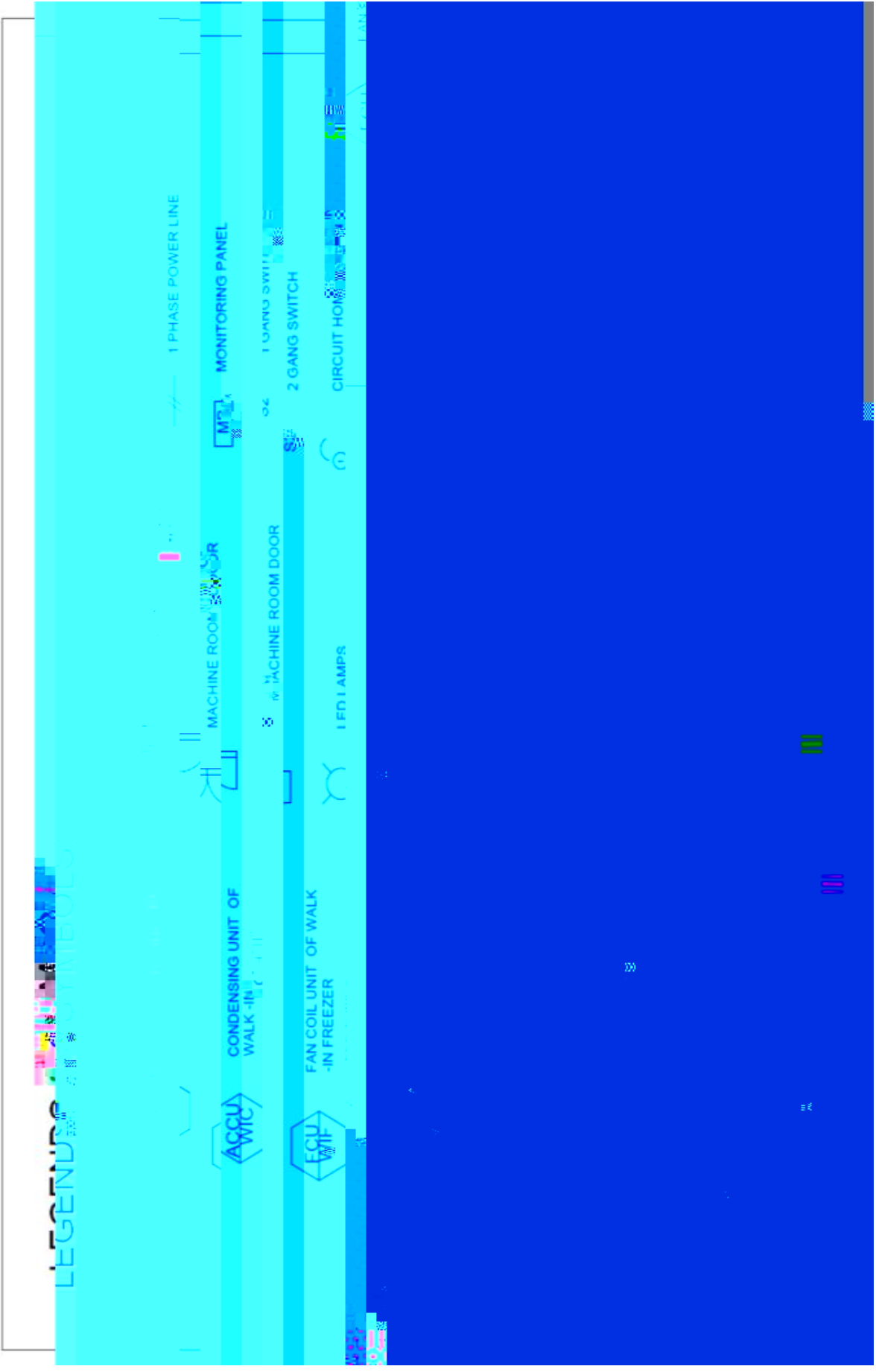
## *Section VII. Drawings*

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## Section VIII. Bill of Quantities (BOQ)

This Section of the Official Bidding Documents provides the information necessary for interested Bidders to prepare responsive bids, in accordance with the requirements of DAP. It also provides information as well as step-by-step guide in preparing a financial bid acceptable to DAP. A separate DVD containing an e-copy of this file as well as the e-copy of the BOQ had been meticulously prepared to ensure comparability of bids.

Bids found to be non-compliant with the requirements of DAP shall result in the forfeiture of the Bid Security. However, compliance to the instructions herein detailed does not guarantee award.

The tendered Bid shall be assessed on the basis of what is deemed advantageous to DAP, in particular, and to the Government, in general before an award will be served.

### A. INSTRUCTION to BIDDERS:

1. Bid for any item that will not be referred to the details of the Drawings/Plans and Technical Specifications will not be considered as part of the tendered bid;
2. Participating Bidder shall place its tender/quotation or bid on the prescribed form of Bill-of-Quantities (BOQ);
3. The BOQ will form part of the Bidder's Financial Bid Documents. Refer to BOQ-template "F02\_XXX=EXCEL\_Bill-of-Quantities=<BidderName>.xlsx" which editable file will be attached to the Bid; and
4. Bidders shall follow the instructions on how to fill-out BOQ of this Section.

### B. INSTRUCTIONS on how to FILL-OUT the BOQ:

1. Using at least version 2010 of Microsoft Excel, retrieve from the DVD the BOQ template file.
2. The BOQ template file is password protected. The password is: <BidderName>.
3. This file is password protected. DO NOT ATTEMPT to crack the password in order not to disturb the formulations. The built-in formulas were meant to assist the Bidder finalize its bid in accordance to the minimum requirements of the Project;
4. A file that will be detected that has a cracked password shall invalidate the tendered bid and shall not be considered for award.



during the bid-preparation.

While it is also acceptable that zero can be maintained, zero can be replaced with a numeric value if the Bidder intends that a specific amount to be paid for that particularly described item. There are five-variables per bid-item, as follows:

- 7.1.  $\delta UC\_Mats$  ? 2022"qt"vq"dg"tgrncegf" ykvj"Dkffgtøu"dkf"hqt"gxgt{"wpkv"qh materials described;
- 7.2.  $\delta UC\_Labor+Eqpt$  ? 2022"qt"vq"dg"tgrncegf" ykvj"Dkffgtøu"dkf"hqt"gxgt{"wpkv"qh"ncdqt" and equipment described;

NOTE

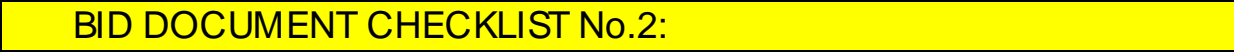






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N/A.



01. *All submissions of the Bidder must clearly indicate the paper the document number.*

<p>Duly accomplished and signed <b>Payment Schedule</b>, using the Dkffgtøu"Ngvvtjgcf.</p> <p>4.1. EXCEL file format of the proposed Payment Schedule; and</p> <p>4.2. Image copy (in PDF file format) of the proposed Payment Schedule.</p>	F04	<p>Passed</p> <p>Failed</p>
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**END OF FINANCIAL DOCUMENTS CHECKLIST**

	PASSED	FAILED	FOR RECONSIDERATION
<b>DOCUMENTS RECEIVED BY:</b>	<b>CHECKED BY:</b>	<b>NOTED BY:</b>	

MARIET RIZ M. BRADECINA  
 Manager, BAC Secretariat





## **FORM 2:** STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

### **INSTRUCTIONS to BIDDERS:**

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE ELIGIBILITY DOCUMENTS MARKED AS "E08";
02. ATTACHED PHOTOCOPY OF THE CERTIFICATE OF COMPLETION/FINAL ACCEPTANCE OR A FINAL RATING OF AT LEAST SATISFACTORY IN THE CONSTRUCTORS PERFORMANCE EVALUATION SYSTEM (CPES) ISSUED BY THE PROJECT OWNER;
03. THE TOTAL AMOUNT OF THE SLCC SHOULD BE EQUIVALENT TO AT LEAST FIFTY PERCENT (50%) OF THE ABC;
- z04. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED



<i>SIGNATURE OF THE AUTHORIZED REPRESENTATIVE</i>	





# FORM 5: CERTIFICATE OF SITE INSPECTION

## INSTRUCTIONS to BIDDERS

01. SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "T04";
02. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT

## LIST OF MAJOR EQUIPMENT UNITS

**INSTRUCTIONS to BIDDERS:**

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER












# EQUIPMENT UTILIZATION SCHEDULE

**INSTRUCTIONS to BIDDERS:**

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'



	DIRECT COST	INDIRECT COST	VAT	TOTAL
AMOUNT				
DISCOUNT, IF ANY				
PROPOSED CONTRACT PRICE				
GRAND TOTAL, IN WORDS				

- f. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates;
- g. Our Bid shall be valid within a period stated in the OBD, and its shall remain binding upon us at any time before the expiration of that period;
- h. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>2</sup> for this purpose;
- i. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- j. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- k. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- l. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **“ONE (1) LOT SUPPLY OF MATERIALS, LABOR, TOOLS, EQUIPMENT AND TECHNICAL EXPERTISE FOR THE COMPLETE UPGRADE, RENOVATION, REPLACEMENT AND COMMISSIONING OF WALK-IN FREEZER AND WALK-IN CHILLER FACILITIES AND SYSTEMS IN THE DEVELOPMENT ACADEMY OF THE PHILIPPINES per IB24-412339-02** of the Development Academy of the Philippines.
- m. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be ground for the rejection of our bid.

	Yours sincerely,
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<sup>2</sup> Currently based on GPPB Resolution No. 09-2020

NAME:	








# FORM OF CONTRACT AGREEMENT

## **CONTRACT AGREEMENT**

*Issued by the GPPB through GPPB Resolution 16-2020, dated 16 September 2020*  
*Invitation to Bid No. **IB24-412339-02***

**THIS AGREEMENT**, made this \_\_\_<sup>th</sup> day of \_\_\_\_\_ **2022** between Development Academy of the Philippines with office address DAP Building, San Miguel Avenue, Ortigas Center, Pasig Ekv{"jgtgkpvgt"ecmgf"vjg"õDAPö"cpf" [name and address of Bidder]



# ***Section XI. FILENAMES***

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## *Notes to the Bidders:*

This Section of the OBD provides the information necessary for interested Bidders to prepare responsive bids, in accordance with the requirements of DAP.



4. The successful Bidder shall also submit the electronics files of all documents specified in **Section III, BDS Clause 21**. The e-files must be saved in a USB thumb drive with filename structures as follows:





