PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines



University of the Philippines Cebu

UPC Gymnasium Modification & Improvement

APPROVED BUDGET FOR THE CONTRACT

Three Million Eight Hundred Eighty One Thousand Three Hundred Seventy Five Pesos and Eighty Six Centavos (₱3,881,375.86)

Sixth Edition July 2020

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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



University of the Philippines Cebu

Invitation to Bid for the UPC Gymnasium Modification & Improvement

- 1. The University of the Philippines Cebu, through the GAA 2024 intends to apply the sum of Three Million Eight Hundred Eighty One Thousand Three Hundred Seventy Five Pesos and Eighty Six Centavos (₱3,881,375.86) being the Approved Budget for the Contract (ABC) to payments under the contract for UPC Gymnasium Modification & Improvement with contract ID I-2024-005. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *University of the Philippines Cebu* now invites bids for the above Procurement Project. Completion of the Works is required **90** (Ninety) Calendar Days for UPC Gymnasium Modification & Improvement. 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 *University of the Philippines Cebu* and inspect the Bidding Documents at the address given below from 8:00 AM 12:00 NN, 1:00 PM 5:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on December 3,2024 from given address and website 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 (P5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through email.
- 6. The University of the Philippines Cebu will hold a Pre-Bid Conference on **December 11**, 2024, 10:00AM at UP Cebu BAC Office, Ground Floor New Science Bldg., Gorordo Ave., Lahug, Cebu City and via ZOOM

Meeting ID: 923 8480 7023 Passcode: BACPRE-BID

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 *December 26, 2024, 10:00AM*. 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 *December 26, 2024, 10:00AM* at the given address below *UP Cebu BAC Office, Ground Floor New Science Bldg., Gorordo Ave., Lahug, Cebu City.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity face to face or via ZOOM

Meeting ID: 912 0780 3445 Passcode: OPENINGBID

- 10. The *University of the Philippines Cebu* 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:

Ginessa Rupinta BAC Secretariat Chair Bids and Awards Committee UP Cebu, Lahug, Cebu City bac_sec.upcebu@up.edu.ph (032) 232-8187 loc 316

12. You may visit the following websites:



For downloading of Bidding Documents:

Dr. Lorel S. DeeBAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *University of the Philippines Cebu* invites Bids for the UPC Gymnasium Modification & Improvement with Project Identification Number *I-2024-005*.

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 2024 in the amount of Three Million Eight Hundred Eighty One Thousand Three Hundred Seventy Five Pesos and Eighty Six Centavos (\$\mathbb{P}3,881,375.86)\$
- 2.2. The source of funding is:

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:

Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed fifty percent (50%) of the contracted Works.

7.1. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting via Zoom 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 tradable 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:

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 *April 25, 2025*. 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 16 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

ITD CI	<u> </u>
ITB Clause	
1.1	The Procuring Entity is <i>University of the Philippines Cebu</i> .
	The name of the Contract is <i>UPC Gymnasium Modification & Improvement</i>
	The identification number of the Contract is <i>I- 2024-005</i>
2	The Funding Source is:
	The Government of the Philippines (GoP) through GAA 2024 in the amount of Three Million Eight Hundred Eighty One Thousand Three Hundred Seventy Five Pesos and Eighty Six Centavos (\$\mathbf{P}3,881,375.86\$)
	The name of the Project is <i>UPC Gymnasium Modification & Improvement</i>
3.1	No further instructions.
3.1	No futurer mistructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1. For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: General construction of sports facility
5.4(a)	No further instructions.
5.4 (b)	For this purpose, similar contracts shall refer to contracts which have the same major categories of work in the last two years
8.1	Subcontracting may be allowed.
10.3	PCAB license must be at least category C&D (general construction)
10.4	Key PersonnelGeneral ExperienceRelevant ExperienceProject Engineer22Site engineer or Foreman22Safety Officer22
10.5	The minimum major equipment requirements are the following: Equipment Capacity Number of Units Welding machine at least 1 Steel cutting machine at least 1
12.0	No further instructions.
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than Seventy Seven Thousand Six Hundred Twenty Seven Pesos and Fifty Two Centavos Only (\$\mathbb{P}77,627.52), 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>One Hundred Ninety Four Thousand Sixty Eight Pesos and Seventy Nine Centavos Only (P 194,068.79)</i> , if bid security is in Surety Bond.
19.2	Partial bid is not allowed.
20	No further instructions.
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, The following shall be submitted together with the bid. A. The bidder's proposed • Program of Works • Work Schedule • Bill of Quantities / Detailed Cost Estimates • Manpower Schedule • Plans/ Drawings (if any) B. Certificate of site inspection signed by OCA and ITC

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 R.A. 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

GCC Clause	
2.0	Completion of works under the contract will be reckoning from the date of receipt of the NTP but not later than seven days of its issuance
4.0	The procuring entity shall give possession of the part of the site to the contractor on the date of receipt of NTP by the successful bidder. Work start notice shall be given by the contractor to the PE specifying the area of works to be approved by the PE through the OCA prior to commencement of works
6	No further instructions
7.2	Not applicable
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the final Program of Works & BOQ for final approval, together and CARI and Construction Safety and Health Program to the OCA within five (5) calendar days from the receipt of the Notice of Award.
11.2	Progress Reports must be submitted every two weeks together with the updated Program of Works. The amount to be withheld for late submission of an updated Program of Work is 1% of the contract amount.
13	The amount of the advance payment is 15% of the total contract price and payments shall be made through accomplishment progress billing by the contractor as confirmed by the OCA The advance payment shall be made only upon the submission to and acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity. (Sec 4.2 Annex E of the 2016 IRR RA9184)
14	Progress payment #1 may be made only upon completion of at least 30% of the contract. Materials and equipment delivered on the site but not completely put in place shall be included for payment, subject to verification and confirmation by the OCA. Materials submittal shall be submitted by the contractor to the OCA prior to delivery.
15.1	The following must be submitted prior to issuance of Certificate of completion. As Built drawings. Contractor's Warranty Certificate
15.2	No further instructions

Section VI. Specifications

Please refer to the Scope of Works for the detailed specifications.

Other Requirements:

The BOQ reflected in this bidding documents is **only for the purpose of estimating the budget for this project and will not be used as basis for the contract implementation.** Bidders are required to make their own BOQ/estimate to be able to come up with a responsive bid for the completion of the project. The winning bidder needs to submit their final BOQ, specifications, and Program of Works **not to exceed the amount of their bid** and contract amount for approval prior to the commencement of the project implementation. The approved BOQ, specifications, and Program of Works will be the basis for the implementation and completion of the project. Should there be a need for variation orders at anytime during contract implementation, the scope of the variation and the BOQ must not be part of the originally approved BOQ, specifications and Program of Works. **ALL** variation orders must be approved prior to implementation.

Restoration of structures damaged during the implementation of the contract will be on the account of the contractor.

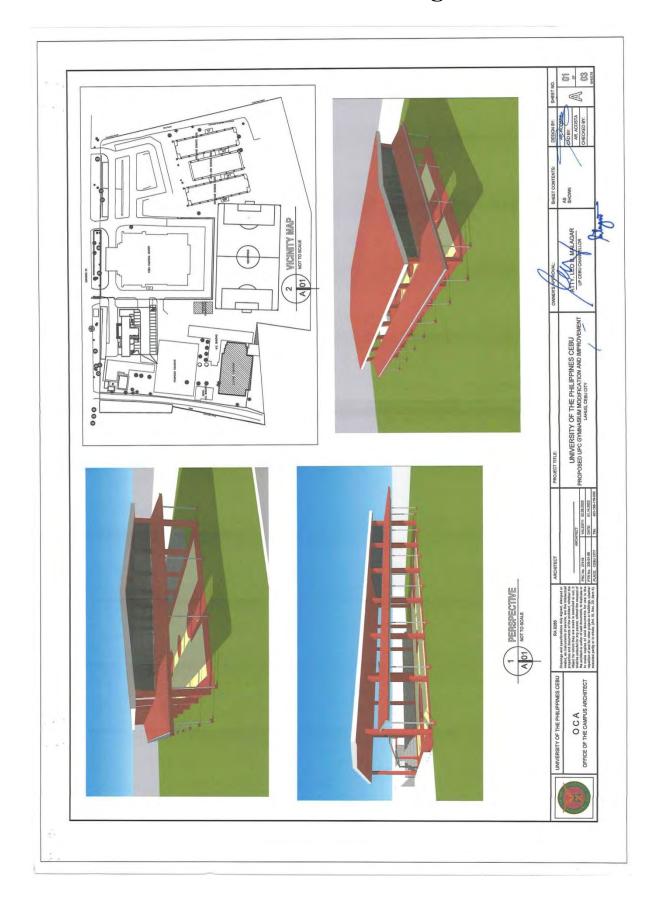
Safety and Health Program to be submitted after award of contract before commencement of contract implementation.

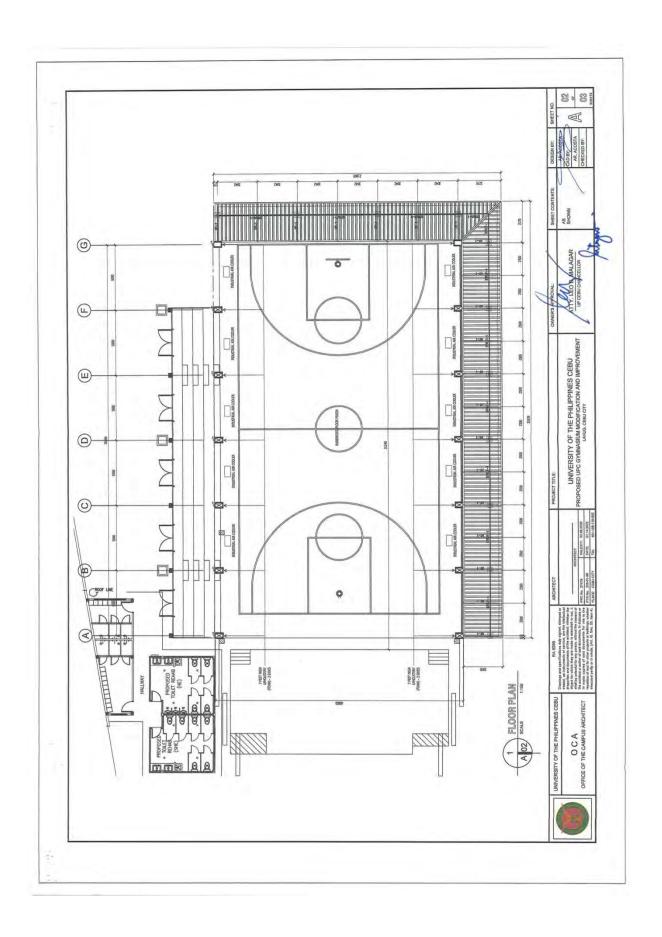
Progress reports with Updated Program of Works every two weeks must be submitted to the OCA.

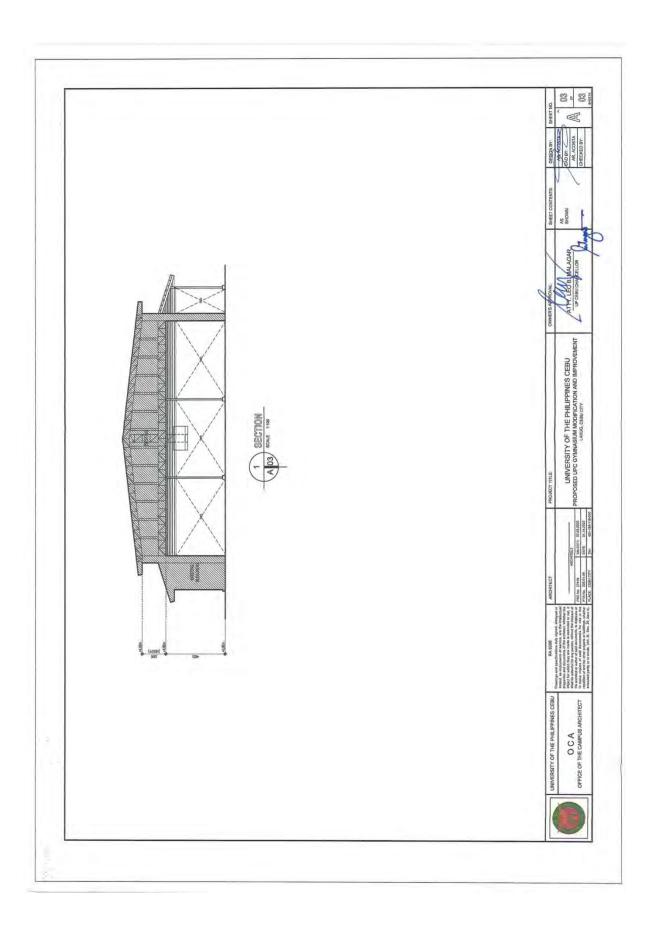
COA billboard to be installed prior to commencement of works.

Plan for the Ingress of materials and Egress of waste materials from demolition, if any, to be approved by the OCA prior to commencement of works.

Section VII. Drawings







Section VIII. Bill of Quantities

*Please refer to attached details.

REPUBLIC OF THE PHILIPPINES PROVINCE OF CEBU

Project Name: PROPOSED UPC GYMNASIUM MODIFICATION & IMPROVEMENT Location: UP CEBU LAHUG CAMPUS, CEBUCITY Duration: 90 Calendar Days ABC: \$3,881,375.86

BILL OF QUANTITIES

ITEM. NO.	WORK DESCRIPTION	UNIT	QTY.	UNIT COST	AMOUNT
I.	GENERAL REQUIREMENTS	Lot	1.00		
	Sub-total for Item No. I			3 - 3 - 3	
II.					
IIA.	ROOFING AND ROOF FRAMING WORKS(CANOPY)- In Front of Gate Only	sq.m.			
	Sub-total for Item No. II				
II.B	ROOFING AND ROOF FRAMING WORKS(CANOPY)- Opposite Bleachers	sq.m.			
	Sub-total for Item No. II				
III.	GYMNASIUM FLOOR FINISHES	sq.m.	620.00		
	Sub-total for Item No. III				
IV.	SPECIALTIES	Lot	1.00	1	
	Sub-total for Item No. IV				
V.	CEILING FINISHES (Stage Area only)	sqm.	379.59		
	Sub-total for Item No. V.				
	TOTAL PROJECT COST				

PREPARED BY:

Ar. John Ellis C. Acosta Senior Architectural Associate

ENDORSED BY:

Hazel A. Trapero, DIT

Vice Chancellor for Administration

ENDORSED BY:

Engr. Ruel T. Lomod Supervising Engineering Associate

Atty. Leo B. Malay Chancellor, UP Cebu

\$20 gr

PROJECT TITLE

: PROPOSED UPC GYMNASIUM MODIFICATION & IMPROVEMENT

LOCATION SUBJECT

: UP CEBU, LAHUG, CEBU CITY : COST ESTIMATE AND SCOPE OF WORKS

DURATION ABC

: 90 CALENDAR DAYS P3,881,375.86

SCOPE OF WORK:

The work to be executed consists of all materials, equipment and labor, except as herin specified; and, in performing all work to be completed in accordance with the specifications schedukes and plan which are made as integral parts thereof, including much detailed drawings as may be furnished from time to time during the execution of Work.

General Requirements to be followed.

- Staking out of building, establishment of lines, gredes and benchmarks.

 Protection of Property, work and structures, workmen and other people from damage 1 2
- Protection of Property, work and structures, workmen and other people from damage and injury. Stake out accurately the lines of the building and of the other structures included in the contract and established grades the 3
- Erect basic batter boards and basic reference marks at such places where they will not be disturbed during the construction of the foundations.
 Structural Excavations must be in accordance to established grade but if the required safe soil bearing capacity is not obtained at the elevation indicated in the plans, the excavation shall be continued until such safe bearing capacity is obtained. Foolings and pedestals must be adjusted accordingly.
 Roofing and Roof framing works for Canopy supply and install canopy roof framing and roofings to satisfy scope of works as mentioned in the program of works, including bended llems and paint primer for steel and other work item not mentioned but necessary to complete Roofing and roof framing works. Please see detailed drawings Gymnastum Floor Finishes Supply and install rubberized floor finishes as mentioned in the scope and program of works and other work Item not mentioned but necessary to complete Floor Finishes
 Celling Finishes Supply and install TCB ceiling in metal framing with painting, and other work Item not mentioned but necessary to complete Celling Finishes Supply and install TCB ceiling in metal framing with painting. 5

- 9 Specialties -
- Specialties a. supply and install Upholstery(Foam for the existing column Post)
 b. supply and install industrial Air Cooler/Industrial Fan
 and other work Item not mentioned but necassary to complete the spcialties.
 Diepoeal of Surplus Materials Removed construction trash and unusable meterials will be hauled and
 discarded outside UP Cebu Lahug Campus (as per contractor choice of dumpsite)
 Forms and Scaffolding Forms shall conform to the shape, line and dimesions of the concarte 11 structures as reflected on the plans. Forms shall be substantial and sufficiently light to prevent leakage
- of water.

 Forms and shorings shall not be disturbed and shall remain in place for a minimum period of time required for curing of reinforced concrete as required by the National Building Code.

 Provide Project sign Board as per requirement by COA.

 All exposed work shall be protected while the building is being renovated.

 The ceiling, the walls and all other surfaces not to be renovated shall be well protected during construction by sufficient covers.

 Any stains, drit, smears and other imperfections shall be removed by the Contractor to the satisfaction of the Architect.

 Structure affected during work but not included in their scope of work should be repaired back to the original features. (Paint, etc.)

 Removed construction trash and unusable materials will be hauled and discarded outside UP Cebu Lahue Campus (as per contractor choice of dumpsite)
- 15

- reminived constitution trasts and unusable interests will be flauled and discarded outside UP Cebu Lahug Campus (as per contractor choice of dumpsite) Housekeeping must be done dally. Clearing, Housekeeping and handover. Any Imperfections in the Scope of Work done by the Contractor shall be rectified

SPECIFICATIONS:

- Refer to plans for the new location of the MRF.
- Refer to plans for the new location of the MRF.

 Concrete and Rehiorcoment Refer to plans and specifications of Structural Designer.

 2.1. Cement for general concrete work shall be type 1 Portland cement conforming to ASTM C150

 "Specifications for Portland Cement". Cement shall be stored in moisture proof silos or sheds.

 2.2. Coarse Aggregates shall be either natural gravel or crushed rock conforming to the

 "Specifications for Concrete Aggregates" Latest issue, ASTM C33. The maximum size of
 aggregates shall not be larger than one-filth (175) of the narrowest dimensions between sides of
 the forms within which the concrete is to be cast nor larger than three-lourth (3/4) of the minimum
 clear spacing between reinforcing bars or between reinforcing bars and forms.

 Fine aggregates shall be beach or river send conforming to ASTM C33.

 3.3. Concrete Aggregates". Sand particles shall be coarse, sharp, clean free from salt, dust, loam,
 dirt and all foreign matter.

 2.4. Class A mixture shall be used for all concrete columns, foolings, reinforced concrete beams
 and shall develop full strength in 28 days or as specified in structural computations, whichever is higher.

 Forms and Scaffolding

 3.1. Forms shall conform to the shape, line and dimesions of the concrete structures as reflected on the plans.

() . . . ·

3.2. Forms shall be substantial and sufficiently tight to prevent leakage of water.
3.3. Forms and shorings shall not be disturbed and shall remain in place for a minimum period of time required for curing of reinforced concrete as required by the National Building Code.
3.4. Forms shall be 3/8" or 1/2" thick plywood painted with an approved form of primer. Used motor oil will not be allowed.
Roofing and Roof framing works for Canopy
Roof - supply and install canopy roof for the Gymnasium. Lapping, strapping, rivetting, soldering and counter flashing shall be done in the most approved method and practices of the trade.
Welding works - shall be of full welding using 8011, 6013, 7018 rod roofinga nd bended items thickness = 0.60mm main angle bar = 2" x 2" x 1/4 thick
1" x 1'x 4.0mm thick
CEE purlins - 4" x 2" x 1.2mm x 6.0m Cee-purlins
G.I. pipe - Schedule 40
(others pis. refer to the attached drawing and program of works for the detailed specification)
Gymnasium Floor Finishes

High-quality impact-resistant polypropylene Assorted 12"x12"

Specs -Material: Color: Size:

Size: 12"x12"

Approx. 5/8"

Weight per tile: Approx. 1b Interlocking basketball floor tile. Polypropylene, a non-toxic and harmless food-grade material. With line edging, including lines and layouts and UNIVERSITY NAMES LETTERING /LOGO for basketball as per FIBA standard

6

Celling Finishes
Painted Celling Finish on Metal Framing. 6mm thick Fiber cement Board in a metal frame suitable for the FCB thickness

Specialty Works
Upholstery(Foam for the existing column Post)
Industrial Air Cooler/Industrial Fan
(pis submit for material approval for these items)

CLIENTS DIRECTION :

3

5

6

8 9 10 11 12

Construction must be in accordance with the safe methodolgy and safety standards. Removal of Existing structural, Architectural Components, Mechanical & Electrical fixtures. must be in accordance with the safe methodolgy and safety standards. Working at heights above 1.70m shall provide safety harness with double landyard and properly hooked to lifeline. Removed construction trash and unusable materials will be hauled and discarded outside UP Cebu Lahug Campus (as per contractor choice of dumpsite) Structure affected during work but not included in their scope of work should be repaired back to the original features. (Paint, etc.) Housekeeping must be done daily. Prepare material approval request prior to material procurements. Request for inspection must be requested on all activities. Submit Method statement on all important activities. Provide safe access for inspection. Comply and follow all the rules and regulation of the UP Cebu Lahug Campus. Strictly implement maximum construction safety standards at all times as per COSH Standard

* Power and water consumption must be paid by the contractor.

Handtools and minor equipment will be provided by the contractor.
 Provide Scaffolding or any for safe access to roof and working at heights

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ENDORSED:

Engr. Ruel T. Lomod Supervising Engineering Associate

ENDORSED:
Hazel A. Trapero
Vice Chancelop for Administration

APPROVED BY:

Atty. Leo B. Malaga Chancellor, UP Cebu

Project Name: PROPOSED UPC GYMNASIUM MODIFICATION & IMPROVEMENT Location: UP CEBU LAHUG CAMPUS, CEBUCITY Duration: 90 Calendar Days ABC: P3,881,375.86

UNIT COST ANALYSIS

ITEM I. GENERAL REQUIREMENTS Quantity: Unit:

1 Lot

A. Materials:				
Description Mobilization/Demobilization Removal and Clearing of existing structure Power and water Consumptions Bonds and Insurance Health, Safety and Environment Temporary Facility (and other work item not mentioned but necessary to complete General Requirements)	<u>Otv.</u>	Unit Lot Lot Lot Lot Lot	<u>Unit Cost</u>	<u>Amount</u>
		Ma	aterial Cost:	
B. Equipment: Description	Qty.	Days	Rental / Day	Amount
		Equi	pment Cost:	
C. Labor: Description	Qty.	Days	Rate/Day	Amount
	Total Di	rect Cos	Labor Cost:	
			` '	

ITEM II.

TEM IIA. ROOFING AND ROOF FRAMING WORKS(CANOPY)- In Front of Gate Only

Quantity: Unit:

A. Materials: A. Materials:

Description
Pre painted Rlb Type Color roofing
Pre-painted Gutter 18" x 8" L
Pre-painted End flashing gutter 8".
Pre-painted End Ridge flashing
Pre-painted fascia 12" x 8"
Hardware and others <u>Unit</u> mtrs pcs Otv. Unit Cost Amount pcs pcs pcs lot rolls Pre-painted fascia 12 A U Hardwares and others 10mm thick roof insulation foam (double sided) 50m/roll 50m/roll
G,I Wire Gauge #16
Roof sealant
2"x2"x1/4"x 6.0m angular bar
11/2" x 11/2" x 4mm x 6.0m angular bar
1" x 1" x 4.0mm x 6.0m angular bar
4" x 2" x 1.2mm x 6.0m Cee-purlins
Ordinary fuji Welding electrodes/ Rod
GI Pipe, 4", Sch40, Seamless for POST
Pedestal Reinforced Concrete, excavation and others roll liters length length length length kg length loc

NOTE:

1. This document serves as a reference for the contractor's estimate.

2. The contractor is required to submit their own bill of quantities for the completion of the project.

Steel Cutting Dis 16MM DIA.Turn 16mm dia bar ci 12mm dia bar si Flat bar 30mm a Paint brush and paint thinner Rust converter Red Oxide(red	buckle ross bracing ag rods s 5mm x 6.0m roller and basin		pcs sets pcs length length lot gall gall gall		
(and other work	item not mentioned but mplete Roofing)				
	<u> </u>		Mi	aterial Cost:	
B. Equipment: Welding Machine Minor tools (109 Steel cutting ma	<u>Description</u> e 6 of labor cost)	Otv.	<u>Days</u>	Rental / Day	Amount
			Equi	ment Cost: P	0.0
C. Labor: Foreman Welder	Description	Qty.	Days	Rate/Day	Amount
Skilled worker for labourer/Helper	or roofing				
				Labor Cost:	
		Total Dir		(A+B+C)=	
Indirect Cost:					
	OCM				
	[Sum of (EDC+ OCM + PROFIT) x 12%] TAX				
	Total Cost =				
				Uniti Cost =	

TEM IIB. ROOFING AND ROOF FRAMING WORKS(CANOPY)- Opposite Bleachers Quantity: Unit: sq.m.

A. Materials:				
Description	Oty.	Unit	Unit Cost	<u>Amount</u>
Pre painted Rib Type Color roofing		mtrs		
Pre-painted Gutter 18" x 8' L		pcs		
Pre-painted End flashing gutter 8'L		pcs		
Pre-painted End Ridge flashing		pcs		
Pre-painted fascia 12" x 8'		DCS .		
Hardwares and others		lot		
10mm thick roof insulation foam (double sided) 50m/roll		rolls		
G.I Wire Gauge #16		roll		
Roof sealant		liters		
2"x2"x1/4"x 6.0m angular bar		length		
11/2" x 11/2" x 1/4" x 6.0m angular bar		length		
1" x 1" x 4.0mm x 6.0m angular bar		length		
4" x 2" x 1.2mm x 6.0m Cee-purlins		length		
Ordinary fuji Welding electrodes/ Rod		kg		
GI Pipe, 4", Sch40, Seamless for POST		length		
Pedestal, excavation and others		loc		
Steel Cutting Disc 355mm dia.		pcs		
16MM DIA.Turnbuckle		sets		
16mm dia bar cross bracing		pcs		

NOTE:

1. This document serves as a reference for the contractor's estimate.

2. The contractor is required to submit their own bill of quantities for the completion of the project,

12mm dia bar sag rods Flat bar 30mm x 5mm x 6.0m Paint brush and roller and basin paint thinner Rust converter Red Oxide(red lead) length length lot gall gall gall (and other work item not mentioned but necessary to complete Roofing) Material Cost: B. Equipment: Description Days Rental / Day Otv. <u>Amount</u> Welding Machine
Minor tools (10% of labor cost)
Steel cutting machine Equipment Cost: C. Labor: Description Otv. Days Rate/Day Amount Foreman Welder Skilled worker for roofing labourer/Helper Labor Cost:

Total Direct Cost (A+B+C)=
Indirect Cost:
Profit
OCM
[Sum of (EDC+ OCM + PROFIT) x 12%] TAX
Total Cost =
Uniti Cost =

TEM III. GYMNASIUM FLOOR FINISHES Quantity: 620

Quantity: Unit: sq.m.

A. Materials:				
Description Rubberized floor for Gymnasium basketball cour Specs - Material:High-quality impact-resistant polypropylene Color:Assorted Size:12"x12" Thickness:Approx. 5/8" Weight per tile:Approx. 1lb Interlocking basketball floor tile. Polypropylene, a non-toxic and harmless food-grade material. With line edging, Including lines and layouts and UNIVERSITY NAMES LETTERING /LOGO for	<u>Oty.</u> 620	<u>Unit</u>	<u>Unit Cost</u>	Amount
basketball as per FIBA standard (and other work item not mentioned but necessary to complete Floor Finishes)				
D. W		Ma	ateriai Cost:	
B. Equipment: <u>Description</u>	Oty.	Days	Rental / Day	<u>Amount</u>
		Equi	pment Cost:	

NOTE:
1. This document serves as a reference for the contractor's estimate.
2. The contractor is required to submit their own bill of quantities for the completion of the project.

C. Labor: Description Oty. Days Rate/Day <u>Amount</u> Foreman Skilled worker for installation labourer/Helper

ITEM IV. SPECIALTIES Quantity: Unit:

1 Lot

A. Materials:				
<u>Description</u>	Oty.	<u>Unit</u>	Unit Cost	Amount
Upholstery(Foam for the existing column Post)	14	Loc.		
(With installation cost)				
,				
Industrial Air Cooler/Industrial Fan	10	units		
(and other work item not mentioned but				
necessary to complete Specialties)				
		Ma	terial Cost: P	0.00
B. Equipment:				
Description	Oty.	Days	Rental / Day	Amount
		Equi	pment Cost:	•
C. Labor:				
<u>Description</u>	Oty.	<u>Days</u>	Rate/Day	<u>Amount</u>
Foreman				
Skilled worker for installation				
labourer/Helper				
			Labor Cost:	
	Total Di		(A+B+C)=	
		In	direct Cost:	
Profit				
	OCM			
[Sum of (EDC+				
			rotal Cost =	
			Unit Cost =	

NOTE:

1. This document serves as a reference for the contractor's estimate.

2. The contractor is required to submit their own bill of quantities for the completion of the project.

ITEM V. CEILING FINISHES (Stage Area only)
Quantity: 379.59
Unit: sqm.

A. Materials: Description
Painted Ceiling Finish on Metal Framing
(With installation cost) Oty. 379.59 Unit Unit Cost Amount (and other work item not mentioned but necessary to complete Ceiling Finishes) Material Cost: B. Equipment: Description Days Rental / Day Qty. Amount Equipment Cost: C. Labor: Description Qty. Days Rate/Day Amount Foreman Skilled worker for installation labourer/Helper

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APPROVED:

Atty. Leo B. Malagar Chancellor, UP Ceby

IX. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal De	<u>ocuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
(b)	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
(c)	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
(d)	Special PCAB License in case of Joint Ventures <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
(e)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
(f)	 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
(g)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

	(n)	(NFCC).
Class "B" Documents		
	(i)	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 <u>or</u> 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		
	(j)	Original of duly signed and accomplished Financial Bid Form; and
Other documentary requirements under RA No. 9184		
	(k)	Original of duly signed Bid Prices in the Bill of Quantities; and
	(1)	Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; and
	(m)	Cash Flow by Quarter.

