PHILIPPINE BIDDING DOCUMENTS

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

"REPAIR OF DRAINAGE SYSTEM AND TEMPORARY FENCE AT PORT OF CASIGURAN, AURORA"
(MPF – BNA – 02 – 22)

Sixth Edition
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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

PHILIPPINE PORTS AUTHORITY

Invitation to Bid

for the

REPAIR OF DRAINAGE SYSTEM AND TEMPORARY FENCE AT PORT OF CASIGURAN, AURORA (MPF – BNA – 02 – 22)

1. The ***Philippine Ports Authority – Port Management Office-Bataan/Aurora***, through the ***PPA Corporate Budget of the Authority for CY 2022*** intends to apply the sum of **Two Million One Hundred Thirteen Thousand Seven Hundred Nineteen Pesos and 94/100 (Php2,113,719.94)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Repair of Drainage System and Temporary Fence at Port of Casiguran, Aurora (MPF-BNA-02-22)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Philippine Ports Authority – PMO-Bataan/Aurora now invites bids for the above Procurement Project with the following Scope of Works:
   A. General Expenses
   B. Clearing/Removal/Excavation Works
   C. Repair of Drainage System & Temporary Fence

   Completion of the Works is required in ***Fifty Six (56) Calendar Days***. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "***Pass/Fail***" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the "Government Procurement Reform Act."

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

4. Interested bidders may obtain further information from the Bids and Awards Committee, Philippine Ports Authority, Port Management Office-Bataan/Aurora and inspect the Bidding Documents at the address given below from ***8:00 a.m. to 5:00 p.m.***, Monday to Friday.

5. A complete set of Bidding Documents may be acquired by interested bidders starting **September 14, 2022** from the given address 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 (₱5,000.00)***.The Procuring Entity shall allow the bidders to present its proof of payment for the fees in person **or through email if the payment is made through bank deposit or fund transfer to the following account:**

   Account Name: PPA, PMO-Bataan/Aurora
   Account No.: 0442-1066-73
   Bank: Landbank of the Philippines, Balanga Branch

Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Philippine Ports Authority, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The Philippine Ports Authority- PMO-Bataan/Aurora Bids and Awards Committee for Engineering Projects will hold a Pre-Bid Conference on **September 22, 2022 at 2:00 p.m.** at PPA-PMO-Bataan, Aurora Conference Hall, Port of Lamao, Limay, Bataan, which shall be open to prospective bidders. Due to health restrictions, all interested parties shall send only one representative with proper authorization letter and valid ID to attend the Pre-bid Conference and Bid Opening.

7. Bids must be duly received by the BAC Secretariat through manual submission on or before **1:30 p.m. of October 4, 2022** at the Bids and Awards Committee, Philippine Ports Authority, Port Management Office- Bataan/Aurora, POB Bldg, Port of Lamao, Limay, Bataan. 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 15.

9. Bid opening shall be on **October 4, 2022, 3:00 p.m.** at PMO- Bataan/Aurora Conference Room, Admin. Bldg, Port of Lamao, Limay, Bataan. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. Required PCAB Registration: Small B-General Engineering (Ports, Harbor or Offshore Engineering)

    Submission of Company Profile is required for new interested bidders whose legal documents are not yet on file with the PMO-Bataan/Aurora Bids and Awards Committee.

11. The Philippine Ports Authority, Port Management Office- Bataan/Aurora reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

    BAC Secretariat, Ms. Alona V. Yumol
    Bids and Awards Committee, PPA PMO-Bataan/Aurora
    POB Bldg, Port of Lamao, Limay, Bataan
    Tel. Nos. (047) 2446936 / (047) 2446246
    Email Address: bacpmobataan@yahoo.com
    PPA Website: www.ppa.com.ph

TOMMY S. DIMAALA
Chairperson, BAC

Date of Posting: September 14-21, 2022

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **PHILIPPINE PORTS AURHORITY, PMO – BATAAN/AURORA** invites Bids for the **"REPAIR OF DRAINAGE SYSTEM AND TEMPORARY FENCE AT PORT OF CASIGURAN, AURORA"** with Project Identification No. **MPF-BNA-02-22.**

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 **CY 2022** in the amount of **₱ 2,113,719.94**

2.2. The source of funding is the Corporate Operating Budget.

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 and either at its physical address {*[insert if applicable]* and/or 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**.

10.6. Certificate of Site Inspection duly signed by authorized PPA Personnel.

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 **One Hundred Twenty (120) days from the date set for Bid Opening.** 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

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.2</td><td>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:
<table>
<tr><th>Description/Clarification</th><th>Unit of Measure</th><th>Quantity (at least)</th></tr>
<tr><td>Fence</td><td>l.m</td><td>40.0</td></tr>
</table></td></tr>
<tr><td>7.1</td><td><table>
<tr><td>Portion of Works allowed to be subcontracted:

Subcontracting is not allowed</td><td>Maximum Percentage allowed to be subcontracted:

Subcontracting is not allowed</td></tr>
</table></td></tr>
<tr><td>10.3</td><td>Small B – General Engineering (Ports, Harbor or Offshore Engineering)</td></tr>
<tr><td>10.4</td><td>The key personnel must meet the required minimum years of experience set below:
<table>
<tr><th>Key Personnel</th><th>General Experience</th><th>Relevant Experience (Minimum)</th></tr>
<tr><td>a. Project Manager</td><td></td><td>Five (5) years</td></tr>
<tr><td>b. Project Engineer</td><td></td><td>Three (3) years</td></tr>
<tr><td>c. Materials Engineer</td><td></td><td>One (1) year</td></tr>
<tr><td>d. Construction Safety and Health Officer</td><td></td><td>One (1) year</td></tr>
<tr><td>e. Foreman</td><td></td><td>Five (5) years</td></tr>
</table></td></tr>
<tr><td>10.5</td><td>The minimum major equipment requirements are the following:
<table>
<tr><th>Equipment</th><th>Capacity</th><th>Number of Units</th></tr>
<tr><td>Backhoe, Hydraulic, Crawler Mounted</td><td>0.50cu.m, 95HP</td><td>1 unit</td></tr>
<tr><td>Dump Truck</td><td>6.88 cu.m</td><td>1 unit</td></tr>
<tr><td>Bar cutter</td><td>N/A</td><td>1unit</td></tr>
<tr><td>Bar Bender</td><td>N/A</td><td>1 unit</td></tr>
<tr><td>Concrete Mixer</td><td>1 bagger</td><td>1 unit</td></tr>
<tr><td>Concrete Vibrator</td><td>5hp</td><td>1 unit</td></tr>
<tr><td>Plate Compactor</td><td>6hp</td><td>1 unit</td></tr>
<tr><td>Welding machine</td><td>N/A</td><td>1 unit</td></tr>
<tr><td>Electric Grinder</td><td>N/A</td><td>1 unit</td></tr>
<tr><td>Oxy/Acytelene cutting outfit</td><td>N/A</td><td>1 unit</td></tr>
<tr><td>H-Frame Scaffolding</td><td>N/A</td><td>1 lot</td></tr>
</table></td></tr>
<tr><td>10.6</td><td>Certificate of Site Inspection duly signed by authorized PPA Personnel.</td></tr>
<tr><td>12</td><td>Value Engineering Clause:
Not Allowed.</td></tr>
<tr><td>15.1</td><td>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</td></tr>
</table>

	a. The amount of not less than **₱ 42,274.40** 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 **₱ 105,686.00** if bid security is in Surety Bond.
16	Each Bidder shall submit **One (1)** original and **Two (2)** copies of the first and second components of its bid. The original and the copies of the bid documents should be properly labelled on the cover indicating thereon the name of project, contract number, name and address of the contractor and the name and address of the implementing agency and which should be in book-bound with hard cover. All pages shall be numbered consecutively and with index tab that corresponds with the table of contents. **Failure to comply with these requirements shall be ground for automatic disqualification.**
19.2	Partial bids: **Not allowed.**
20	Other appropriate license and permits required: **None**
21	Additional contract documents are as follows: 1. Construction Schedule and S-curve 2. Manpower Schedule 3. Construction Methods 4. Equipment Utilization Schedule 5. Construction Safety and Health Program approved by the Department of Labor and Employment, and PERT/CPM. 6. Other acceptable tools of project scheduling

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.**

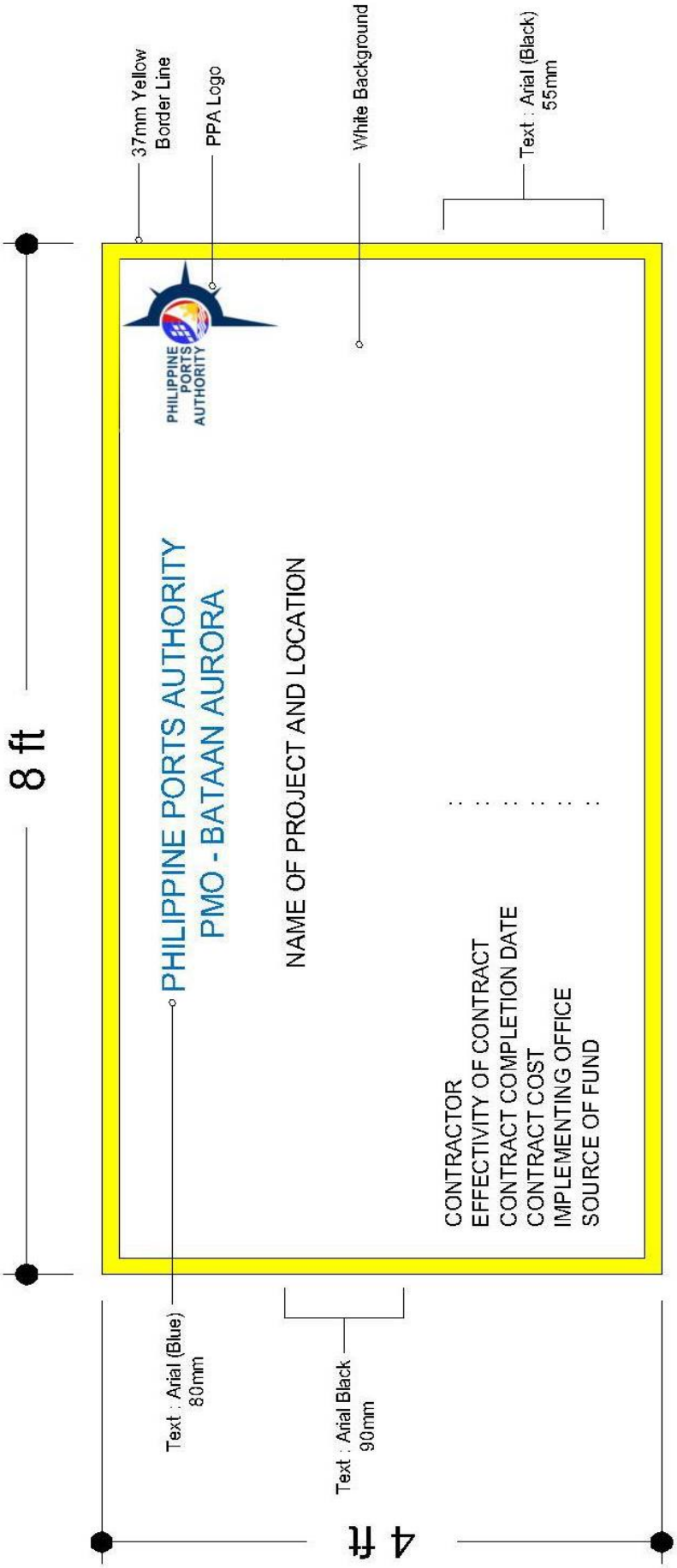
15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Sectional Completion **None.**
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon commencement of the project.
6	The site investigation reports: **None.**
7.2	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: Five (5) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within _____ days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is _____.
13	The provision on advance payments or mobilization fees in the terms and conditions of all contracts/ purchase orders/ job orders for goods, services and infrastructure projects that will be signed or executed shall henceforth be excluded.
14	No further instructions.
15.1	The date by which operating and maintenance manuals are required is _____. The date by which "as built" drawings are required is _____.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is amount of final billing.

Section VI. Specifications



PROJECT BILLBOARD

REINFORCED CONCRETE

GENERAL

All works falling under this category shall include reinforced concrete for all kinds and parts of any reinforced concrete structure.

MATERIALS

a. Cement
Cement used shall be Type I Portland conforming to the requirements of the latest revision of ASTM C 150 "Standard Specifications for Portland cement".

b. Coarse Aggregates
Coarse Aggregates shall be washed, well graded, hard pieces of gravel, crushed gravel or rock conforming to the requirements of ASTM C 33 "Standard Specification for Concrete Aggregates".

c. Fine Aggregates
Fine Aggregates shall be washed sand, stone screenings or other inert materials of same characteristics, or any combination thereof composed clean, hard, strong, uncoated grains and free from injurious amount of dust, lumps of clay, shale, alkali, and organic matter. It shall conform to the requirements of ASTM C33 "Standard Specifications for Concrete Aggregates". Beach sand shall not be used unless approved by the Engineer.

d. Admixtures
Unless otherwise required by field conditions admixtures may be used subject to the expressed approval of the Engineer. The cost thereof shall be considered as already included in the unit cost bid of the Contractor for the concrete.

STORAGE OF MATERIALS

a. Cement shall be stockpiled as closely as possible in weatherproof storage sheds, stacks suitably elevated above ground to prevent cement absorption of moisture.

b. Aggregates shall be placed in stockpile in a manner preventing segregation thereof and contamination with foreign materials.

c. Reinforcing steel bars shall be stored properly, covered and protected from humidity to prevent rusting and contamination with oil, dirt or other objectionable matters.

DESIGNED STRENGTH OF CONCRETE

Concrete for non-structural parts or members such as partition walls and slab on fill shall develop a minimum 28-day cylinder strength of 3,500 psi. unless otherwise indicated in the drawings.

TRIAL BATCH FOR CONCRETE

Thirty (30) calendar days before the start of concreting works, the Contractor shall submit design mixes and the corresponding test result made on sample thereof.

Sampling and testing shall be in accordance with the ASTM Standard procedures for sampling and testing, for the particular design strength(s) required.

The particulars of the mix such as the slump and the proportionate weights of cement, saturated surface dry aggregates and water used shall be stated. Test results shall show 28-day strength(s) fifteen (15%) percent higher than the ultimate strength(s) required.

CONCRETE PROPORTION AND CONSISTENCY

Concrete proportion should produce mix consistencies that will work readily into angles and corners of the forms and around reinforcements irrespective of the method of placing employed, without permitting the materials to segregate or excess water to collect on the surface of the concrete and with separated individual particles of aggregates showing coating of mortar with proportionate amount of sand. The total aggregate in the proportion used shall be such that when sieved, the weight passing the No. 4 standard sieve shall be thirty percent (30%) of the total.

The methods used for measuring materials going into the concrete mix shall permit easy checking and control of proportions at any time during the work.

MIXING OF CONCRETE

All concrete used shall be machine-mixed at the site. Each batch shall be mixed at the mixer's design speed, for at least 1-1/2 minutes after all concrete materials are simultaneously placed in the mixer. The ideal rotation speed of the mixer shall be between 14 and 20 rpm.

All mix contents of the mixer shall be thoroughly removed before any succeeding batch is placed.

The materials for the first batch shall contain sufficiently excess cement, sand and water to coat the inside walls of the mixer without reducing the required mortar content of the mix.

The mixer shall be provided with devices for accurately measuring and controlling the amount of water used in each batch and for automatically recording the number of revolutions of the mixer.

Hand mixing of concrete will only be allowed in case of mixer breakdown, in which case it shall be stopped as soon as pouring for the particular section is completed, or at a construction joint as directed by the Engineer.

Retempering or remixing of partially hardened concrete with the addition of water will not be permitted.

PLACING OF CONCRETE

a. Concrete shall be placed in the presence of the Engineer only after the forms, reinforcing bars and other spaces to receive the concrete have been inspected and approved by him.

b. Concrete shall be placed only when wind and weather conditions will allow proper placement and curing of the concrete. Notice of any concreting operations shall be served to the Engineer at least three (3) days ahead of each schedule.

c. Mixed concrete shall be deposited in its final position within a practicable time. Each succeeding fresh deposit for particular structural member shall be placed at a practicable rate to prevent cold joints. Each successive fresh deposit of concrete shall be vibrated vertically at uniformly spaced points and levels, of such duration and intensity to compact the concrete thoroughly but shall be discontinued the moment segregation of materials is noticed.

d. Where concreting operations involve a fall more than 1.50meters (4.92 feet), the fresh concrete shall be poured through approved sheet metal conduit or pipes. The pipes shall be kept full of concrete and its lower end kept below the surface of concrete throughout the pouring operations.

e. Deposition of concrete shall be in such a way as to prevent segregation of the materials and the displacement of the reinforcement. Placing shall be done preferably with the use of buggies, buckets or wheel-borrows. Troughs, conveyors and pipes and the manner of use of each one shall be with the expressed permission of the Engineer.

f. Each layer of concrete shall be placed approximately normal as possible in uniform layers not exceeding 0.30 meter, unless otherwise ordered. The rate of placing concrete in the forms shall preferably be 0.025 meter (0.082 feet) vertical rise per minute.

FORMS AND FALSEWORK

All forms and falsework to be used in the work must be designed, and constructed by the Contractor for rigidity and adequacy for carrying the loads of the fresh concrete and/or additional superimposed construction loads. The Authority may from time to time verify the adequacy and safety of such temporary works and may require the Contractor to submit detailed designed drawings of forms and falseworks proposed to be used. Approval of such drawings or design of forms, however, shall not relieve the Contractor of his liability on resulting imperfections or damages to the finished concrete, or other damages which may directly result therefrom.

Forms may be re-used but shall be scrapped by a wire brush of all clinging mortar. Bulges should be planed and realigned prior to its use.

Prior to placing concrete form surfaces should be oiled for easy form removal. However, the oil coating should not be so thick as to stain and soften the concrete surface. Oil coatings should be applied before rebars are placed.

CURING AND WATERPROOFING

All concrete shall be cured for at least 14 days after the date of placing in accordance with the approved and accepted methods.

FINISHING OF CONCRETE SURFACES

Concrete surfaces shall conform accurately to the form, alignment, grades and sections shown in the drawings or as prescribed by the Engineer. It shall be free from

bulges, ridges, honeycombing or roughness of any kind, and shall be of a reasonably smooth wood float finish.

TREATMENT OF SURFACE DEFECTS

All irregular concrete surfaces, voids, holes, honeycombs exposed after removal shall be repaired by the Contractor in such a way that the repaired surface will be acceptable.

PLACING OF REINFORCEMENT

Metal reinforcement shall be placed as accurately detailed on drawings and properly secured by approved means.

All bars shall be cold bent unless approved otherwise by the Engineer. Minimum distance between parallel bars shall be one and one half (1 1/2) times the diameter for round bars and twice the side dimension for square bars. The clear distance between bars shall not be less that 30 cm. (1 ft.) nor less that one and one third (1 1/3) times the maximum size of the coarse aggregate, whichever is bigger.

All reinforcing steel shall be cleaned of all rust or scale and deleterious materials which tend to destroy the bond between the concrete and the steel.

REINFORCING BAR SPLICES

Generally, splice/s of reinforcement at points of maximum stress especially in slabs, beams and girders shall be avoided. Such splice/s may however be approved by the Engineer in writing provided the lap if bonded or butt welded is sufficient to transfer tensile stress between bars by at least 125% of the specified yield strength of the reinforcing bar. For adjacent bars splices shall be staggered.

READY-MIXED CONCRETE

Where ready-mixed concrete is used, the requirements specified for batching, mixing and transporting shall be in accordance with the requirements set forth in ASTM C94 Specifications for Ready-Mixed Concrete unless otherwise specified.

1. The Contractor shall notify the Engineer seven (7) days in advance before any continuous phase of concreting operations is started. Upon notification, the Engineer shall have the right to inspect the ready-mixed concrete supplier's plant/equipment and all materials and/or sources thereof. The Contractor must coordinate with the supplier and must provide safe and adequate guidance for the Engineer or his representative in conducting such examinations.

2. For all ready-mixed concrete delivered to site of work, discharge shall be completed within one hour after the addition of cement to the aggregates or before the drum is revolved 25 times, whichever comes first. Under conditions contributing to the stiffening of concrete especially during hot weather, the time required between the introduction of cement to the aggregates and discharge of the mix may still be reduced by the Engineer.

3. Truck mixers shall be equipped with counters indicating the number of revolutions of the drums which shall be automatically actuated at the time of starting mixers at mixing speed.

4. Each batch or truck delivery of concrete shall be mixed inside the drum for not less than 70 revolutions of the drum at the rate of rotation designated by the equipment manufacturer. Additional mixing if ordered by the Engineer shall be at the speed designated as agitating speed by the manufacturer of the equipment.

5. Concrete for individual batches or deliveries should be of uniform consistency, mix and grading. If slump tests of a minimum 2 samples taken within 15 minutes of each other at approximately 15% and 85% discharge load give values differing more than 2.54 cm. (1 in.) when the specified slump is 76 mm. (3 in.) , use of the particular mixer in the work shall be stopped until corrections are made to prevent such conditions, which shall be confirmed by further slump tests.

6. Every batch of ready-mixed concrete delivered at the job site shall be accompanied by a ticket furnished in accordance with Section 15 of ASTM 94. The time when the materials were batched shall also be indicated.

7. Non-agitating equipment or combination truck and trailer equipment for transporting concrete will not be permitted.

8. The Authority reserves the right to verify from time to time the quality and quantity of materials used in every cement batch from the batching plant. The Contractor shall be aware of this provision and make the proper arrangement with the concrete supplier.

TEST ON CONCRETE

Test on concrete shall be in accordance with the following:

Concrete samples for tests shall be secured and molded in accordance with ASTM C172 - "Method of sampling Concrete", and ASTM C31 - "Method of making Curing, Concrete Compression and Flexure Test specimens in the field".

Strength tests on samples shall be made in accordance with ASTM C39 - "Standard Method of Test for Compressive Strength of Molded Concrete Cylinder".

Not less than four (4) cylindrical specimens shall be made for each test of which at least two (2) shall be reserved for 28-day test. Not less than one (1) test shall be made for every fifty (50) cubic meters of concrete but in no case less than one (1) test for each day's concreting.

Samples shall be taken by the Contractor under close supervision of the Engineer; and shall be delivered as soon as practicable for testing, at his expense, to the designated laboratories.

The average strength of test samples representing any definite class of concrete used as well as the average of any five (5) consecutive strength tests representing the class of concrete shall be equal to or greater than the specified strength and not more than one (1) strength test in ten (10) shall have an average value less than 90% of the specified strength.

If the test results indicate strength values less than the required, the Project Manager shall have the right to order a change in the concrete proportion used for the remaining work, or in the procedure of curing the concrete

FIELD TESTS

Field tests as may be deemed necessary to check on the quantity of the materials and mixtures and the manner of construction employed shall be conducted by the Project Engineer assigned to the project. And when such tests result to values less than that tolerated by standards set in applicable provisions of the ASTM Specifications referred to herein, or contrary to accepted good Engineering practice, the Contractor shall comply to any instructions given by the Project Engineer to upgrade the materials used and method of construction employed.

METAL WORKS

SCOPE OF WORK

The work includes the furnishing and installation of miscellaneous metal necessary to complete the work in accordance with this specification unless required otherwise on the plans.

GENERAL PROVISIONS

The AISC Specification for the Design, Fabrication and Erection of Structural Steel for Buildings, Association of Structural Engineers of the Philippines (ASEP) Handbook of Structural Steel Shapes and Sections shall govern the Work. Welding shall be in accordance with the AWS Code and as herein specified or any other welding standard, approved by the Engineer.

Certification: Two (2) certified copies of mill test reports including names and locations of mills and shops shall be furnished for all structural steel.

Responsibility for Errors: The Contractor shall be responsible for all errors of detailing, fabrication and for the correct fitting of the structural members.

Storage of Materials: The materials shall be stored out of contract with the ground in such manner and location as will minimize contamination and deterioration.

MATERIALS

Structural steel shall conform to ASTM A 36. All materials shall be of new stock, free from surface imperfections and shall conform to the applicable ASTM, API Specifications or other equivalent standards.

Welding - Employ only welding equipment electrodes welding wire and fluxes capable of producing satisfactory welds when used by a qualified welder or welding operator using qualified welding procedures. It shall conform to this AWS D1.1-183, E70XX Series.

DELIVERY OF MATERIALS

Transport materials in accordance with material list and transportation. Schedule approved by the Engineer.

Protect materials to prevent damage during transportation. Package and label small parts such as bolts or rivets.

FABRICATION

Fabricate structural steel in the shop to the greatest extent possible for transporting in accordance with the AISC Building Code and ASEP Handbook with the modification and additional specified in this section.

The Contractor shall verify all measurements in the field; submit shop drawings to the Engineer showing sizes, gauges, detailed of construction, method of assembly and installation.

Fabrication of work shall not commence until all shop drawings are approved by the Engineer.

FIELD ASSEMBLY

Assemble structural steel frames accurately to the lines and elevations indicated within the specified tolerance.

Align and adjust accurately various members forming parts of a complete frame or structure before fastening.

Fasten splices of compression members after the abutting surfaces have been brought completely into contact.

Clean bearing surfaces and surfaces in permanent contact, of rust and scale before members are assembled.

Splices shall be permitted only where indicated.

Remove weld backing strips from welds designated for ultrasonic testing.

Remove run-off tabs and grind surfaces where requested by the Engineer.

Clean weld spatter from surfaces contacted.

Field correction of fabrication by gas cutting not permitted on any major member in the structural framing without prior approval of the Engineer.

Mark structural steel members of high strength steels to permit visual verification of the grade of steel used.

REVISED SCHEDULE OF MINIMUM TEST REQUIREMENTS OF CONSTRUCTION MATERIALS FOR PPA INFRASTRUCTURE PROJECTS

Materials/Items of Work	Required Tests	Minimum Incremental Frequency of Tests
I. Construction of Pier/Wharf, Platform and Ramp		
Structural Concrete (SC)		
A Portland Cement	Quality Test	For every 2,000 bags (40kg) or fraction thereof
B Fine Aggregate	Quality Test for Grading, Elutriation (wash), Bulk Specific Gravity, Absorption, Mortar Strength, Soundness, Organic Impurities, Unit Weight, % Clay Lumps and Shale	For every 1,500 cubic meter or fraction thereof
C Coarse Aggregate	Quality Test for Grading, Bulk Specific Gravity, Absorption and Abrasion	For every 1,500 cubic meter or fraction thereof
D Water	Certificate from the Engineer or Quality Test for Density and Chloride Content	One per source
E Steel Bars	Mill Certificate and Quality Test for Chemical Composition and Mechanical Properties	For every 10,000 kg or fraction thereof
F Concrete	Compressive Strength on cylinder samples	1 set consisting of 3 concrete cylinder samples shall be taken from each day's pouring and to represent not more than 75 cu m of concrete or fraction thereof
	Slump Test	For every mix
G Admixture and Concrete Curing Materials	Quality Test	One per shipment

Materials/Items of Work	Required Tests	Minimum Incremental Frequency of Tests
Rocks	Test for Apparent Specific Gravity and Abrasion	For every 1,500 cubic meter or fraction thereof
Selected Fill	Quality Test for Grading, Plasticity and Laboratory Compaction Test	For every 1,500 cubic meter or fraction thereof
	Laboratory California Bearing Ratio (CBR)	For every 2,500 cubic meter or fraction thereof
	Field Density Test	For every layer of 150mm of compacted depth at least one group of three In-situ density test for every 500 sq m or fraction thereof

Section VII. Drawings

Section VIII. Bill of Quantities

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;
- d. Certificate of Site Inspection duly signed by authorized PPA Personnel., **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 , including a summary shee indicating the unit prices of construction materials, labor rates, anc equipment rentals used in coming up with the Bid; **and**
- (r) Cash Flow by Monthly.

Section X. Bidding Forms

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract];*

b. We offer to execute the Works for this Contract in accordance with the PBDs;

c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;

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

e. 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,

f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;

g. 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 the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines[2] for this purpose;

h. 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;

i. 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

j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity*]*.

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

   [If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

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

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

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

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

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or

entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
    c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

CONSTRUCTION METHODOLODY

Name of Project :_____

Proposed Project Duration:_____

Location :_____

SCOPE OF CONSTRUCTION METHODOLOGY

NOTES:

The narrative construction method will guide and familiarize the Contractor and the PPA on how the project shall be carried out in accordance with the highest standard of workmanship.

The construction method shall be consistent with the Bar Chart/S-curve Schedule, Equipment Schedule and manpower Schedule.

_____
Signature
(Authorized Signing Official)

FINANCIAL DATA

A. Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached audited financial statements, stamped **"RECEIVED"** by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding calendar year.

	Year 2021
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Net worth (1-3)	
6. Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) must be at least equal to the approved budget for the contract to be bid.

NFCC = 15 (current asset - current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts

NFCC = _____

Attached herewith are certified true copies of the audited financial statements stamped received by the BIR or BIR authorized collecting agent for the latest/immediately preceding calendar year.

_____
Name of Firm/Applicant

_____
Authorized Signing Official

*Date:*_____

NOTES:

1. *If Partnership or Joint Venture, each Partner or Member Firm of Joint venture shall submit separate financial statements.*

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, WHETHER SIMILAR OR NOT SIMILAR IN NATURE

Names of the Contract or Title Of the Project	Owner's Name And Address	Nature/ Scope of Work	Contractor's Role (in percentage)	Total Contract Value At			Date of Award	Value of Outstanding Works	Estimated Time of Completion	% of Accomplishment		Contract Duration	
				Award	Project Completion Date	Escalated Value to Present Prices				Planned	Actual	Start	Completed
a) Government Contracts i. On-going ii. Awarded but not yet started **b) Private Contracts** i. On – going ii. Awarded but not yet started													

NOTES:

1] As appearing or defined in the contract entered/executed by the parties
2] With special reference to the Scope of Works as described/enumerated in the advertised Invitation to Bid.
3] Indicate whether as Sole Contractor, Sub-Contractor or Member in a Joint Venture/Consortium
4] Indicate the FOREX used if Contract Value is expressed in a currency other than the Philippine Peso. Specify the "Escalation Factor" used to escalate the Contract Value from completion date to the advertisement date of the Invitation to Bid per section 23.11.2(3) of R.A. 9184.
5] State Month and Year

_____ _____

Name of Firm/Applicant *Authorized Signing Official* Date: _____

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BID

Names of the Contract or Title Of the Project	Owner's Name And Address	Nature/ Scope of Work	Contractor's Role and Percentage of Completion	Total Contract Value At			Date of Award	Value of Outstanding Works	Contract Duration	
				Award	Completion	Escalated Value to Present Prices			Start	Completed

NOTES:

1. The prospective bidder must completed an SLCC that is similar to the contract to be bid and whose value, adjusted to current price using the PSA consumer price, must be at ……least fifty.percent (50%) of the ABC to be bid.
2. This statement shall be supported by:
   a. Notice of Award and/or Notice to Proceed
   b. Project Owner's Certificate of Final Acceptance issued by the owner other than the Contractor or Constructors Performance Evaluation System (CPES) Final …… Rating, must be at least satisfactory.

_____ _____

Name of Firm/Applicant *Authorized Signing Official* Date: _____

EXPERIENCE RECORD ON SIMILARLY COMPLETED PROJECTS

			(To be Filled-up by the Contractor/Applicant)						
Major Operations of Work	Unit of Measure	Quantity	Similar Major Operations of Works					Unit of Measure	Quantity
			Project. No. 1	Project No. 2	Project No. 3	Project No. 4	Project No. 5		

NOTE: 1] Submit the Certificate of Completion/Certificate of Acceptance by the project owner, Final Recapitulation/Bill of Quantities and/or Constructors Performance Evaluation System (CPES) ratings, 1st, 2nd & final visit (If applicable). Projects with no Certificate of Completion/Acceptance and Recapitulation/Bill of Quantities shall not be considered.

2] The Owner's Certificate of Final Acceptance; or the Constructors Performance Evaluation Summary (CPES) Final Rating and/or the Certificate of Completion, must be satisfactory.

_____ _____

Name of Firm/Applicant Authorized Signing Official Date: _____

STATEMENT ON AVAILABILITY OF KEY PERSONNEL

I hereby declare that the following key personnel enumerated below for the various positions/functions, namely:
Project Manager, Project Engineer, Materials Engineer, Construction Safety and Health Officer, and Foreman are available for the project applied for:

Position of Key Personnel	Name	No. of Key Personnel	Experience in the Position (Years)	Attachments	Annexes
Project Manager				-PRC License (CE Preferred) -Complete Qualifications & Experience Data -Certificate of Commitment	Annex "__"
Project Engineer				-PRC License (CE Preferred) -Complete Qualifications & Experience Data -Certificate of Commitment	Annex "__"
Materials Engineer				-PRC License -Submit valid & Renewed DPWH Cert. of Accreditation -Complete Qualifications & Experience Data -Certificate of Commitment	Annex "__"
Safety Officer				-Cert. of Safety & Health Const. Related Course issued by DOLE accredited Trainings -Complete Qualifications & Experience Data -Certificate of Commitment	Annex "__"
Foreman				-Complete Qualifications & Experience Data -Certificate of Commitment	Annex "__"
Other Position(s)				-Complete Qualifications & Experience Data -Certificate of Commitment	Annex "__"

NOTE: Minimum qualification requirement: (work experience is similar in nature and complexity to the project to be bidded-out with regards to Registration Particulars of the ……Contractor's License)

Project Manager - Five (5) years
Project Engineer - Three (3) years
Materials Engineer – One (1) year
Foreman - Five (5) years

_____ _____

Name of Firm/Applicant Authorized Signing Official Date:_____

STATEMENT ON AVAILABILITY OF CONSTRUCTION EQUIPMENT/TOOLS

(Please use separate Sheets if necessary)

I hereby declare that the following equipment listed below which are owned, under lease or under purchase agreement are in good operating condition and are available for the project applied for, to wit:

No. of Unit(s)	DESCRIPTION (Type, Model, Make)	Capacity Output	Owned/Leased and/or under purchase agreement	Submitted Proof of Ownership/Leased/ Purchase Agreement (Mark as Annex "A…….Z")	Manufacturer	Engine Serial No.	Chassis No. (if applicable)	Location	Status

Note:

1] Indicate if owned or leased. If owned, state proof of ownership (i.e. deed of sale, sales invoice, official receipt). For Owned equipment, as required submit proof of ownership (i.e.deed of sale, sales invoice, official receipt, LTO Registration).

2] the unit of each equipment shall be indicated in the list of equipment (i.e. Cu.m. for dump truck; HP for Concrete Vibrator, Backhoe, Grader, Plate Compactor, Payloader, Compressor; Ton for Crane; Bagger for Concrete Mixer, Amp. For Welding Machine, etc.).

_____

Authorized Signing Official

CASH FLOW AND PAYMENT SCHEDULE

Name of Project:

_____

Project Duration (Days or Months)	Payment Schedule (Monthly, in Pesos)	Cash Flow (in Pesos)
TOTAL:		

NOTES:

- The Cash Flow and Payment Schedule should be consistent with the Bar Chart and S-Curve.
- Advance Payment should be specified if contractor wants to avail
- Payment Schedule shall not be more than once a month

_____

Authorized Signing Official

MANPOWER SCHEDULE

Name of project:

_____

MANPOWER (Minimum)	Contract Duration (___ Calendar Days)											
	D A I L Y/WEEKLY											
Project Manager (EE)												
Project Engineer (EE)												
Materials Engineer												
Construction Safety and Health Officer												
General Foreman												
Specify Other Applicable Positions, etc.												

_____

Authorized Signing Official

EQUIPMENT UTILIZATION SCHEDULE

Name of project:

_____

Item No.	DESCRIPTION	No. of Units	Owned / Leased	Contract Duration (__ Calendar Days)															

_____
Authorized Signing Official

Republic of the Philippines

gppb

Government Procurement Policy Board