

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**Maintenance/Upkeeping of Build-Up Debris along Deflector Wall
at Port of Dingalan, Aurora
(MPF-BAA-06-23)**

**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



BAGONG PILIPINAS

PHILIPPINE
PORTS
AUTHORITY



Invitation to Bid

for the

MAINTENANCE/UPKEEPING OF BUILD-UP DEBRIS ALONG DEFLECTOR WALL AT PORT OF DINGALAN, AURORA (MPF-BAA-06-23)

1. The *Philippine Ports Authority – Port Management Office-Bataan/Aurora*, through the *PPA Corporate Budget of the Authority for CY 2023* intends to apply the sum of **Nine Hundred Thirty Thousand Nine Hundred Eighty Two Pesos (Php 930,982.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Maintenance/Upkeeping of Build-Up Debris along Deflector Wall at Port of Dingalan, Aurora (MPF-BAA-06-23)**. 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. Excavation and Backfilling Works
 - C. Painting Works

Completion of the Works is required in *Twenty Two (22) 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 **October 18, 2023** 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 **ONE THOUSAND PESOS (₱1,000.00)**. 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

PORT MANAGEMENT OFFICE - BATAAN / AURORA

PPA Administrative Building, Lamao, Limay, Bataan 2104 Philippines
Tel. No.: (047) 244-6936 Fax No. (047) 244-6246
E-mail: pmolimay@yahoo.com ; pmobataan@yahoo.com
pmobna_records@ppa.com.ph ; pmobataan_aurora@ppa.com.ph

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 **October 26, 2023 (Thursday) at 10:00 a.m.** at PPA-PMO-Bataan, Aurora Conference Hall, Port of Lamao, Limay, Bataan, which shall be open to prospective bidders. 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 November 7, 2023** 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 **November 7, 2023, 2:00 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- (Ports, Harbor and Offshore Engineering)
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


ALBERT FRANCIS T. GOLES
Chairperson, BAC

Date of Posting: October 18-25, 2023

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **PHILIPPINE PORTS AUTHORITY, PMO – BATAAN/AURORA** invites Bids for the “**MAINTENANCE/UPKEEPING OF BUILD-UP DEBRIS ALONG DEFLECTOR WALL AT PORT OF DINGALAN, AURORA**” with Project Identification Number **MPF-BAA-06-23**.

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 2023** in the amount of **₱ 930,982.00**

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

ITB Clause			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:		
	Description/Clarification	Unit of Measure	Quantity (at least)
	Earthworks (Excavation & Filling Works)	Cu.m	667.00
	Painting Works	Sq.m	139.00
7.1	<i>Portion of Works allowed to be subcontracted:</i>	<i>Maximum Percentage allowed to be subcontracted:</i>	
	Subcontracting is not allowed	Subcontracting is not allowed	
10.3	Small B – (Ports, Harbor and Offshore Engineering)		
10.4	The key personnel must meet the required minimum years of experience set below:		
	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience (Minimum)</u>
	a. Project Manager b. Project Engineer c. Materials Engineer d. Construction Safety and Health Officer e. Foreman		Five (5) years Three (3) years One (1) year One (1) year Five (5) years
10.5	The minimum major equipment requirements are the following:		
	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>
	Backhoe	0.50cu.m, 95hp	1 unit
	Dump Truck	11.47cu.m	1 unit
	Road Roller	3.5tons	1 unit
10.6	Certificate of Site Inspection duly signed by authorized PPA Personnel.		
12	Value Engineering Clause: Not Allowed.		
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 ₱ 18,619.64 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 ₱ 46,549.10 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 labeled 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 <u>should be in book-</u>		

	<u>bound with hard cover.</u> 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: <ol style="list-style-type: none"> 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



EXCAVATION AND BACKFILLING WORKS

GENERAL

General Requirements contain provisions and requirements essential to these Specifications; and apply to this Section, whether or not referred to herein.

SCOPE OF WORK

1. This Section sets forth general requirements applicable to excavation and backfilling works required for the foundation of buildings.
2. Each Section in which this Section is referenced shall include same as part of that Section; unless otherwise specified.

GENERAL PROVISIONS

1. Excavated materials required and approved for backfill shall be stockpiled in areas approved by the Engineer.
2. Remove all unsuitable or excess materials from the site.
3. Each phase of excavation and backfilling work shall be approved by the Engineer as completed prior to removing earthwork equipment from the site or prior to proceeding with subsequent operations which cover or disturb completed phases of works.

EXCAVATION

1. General

The excavation shall conform to the dimensions and elevations indicated for each building and structure, except as specified hereinafter, and shall extend a sufficient distance from walls and footings to allow for placing and removal of forms, installation of services and for inspection, except where the concrete for walls and footings is authorized to be deposited directly against excavated surfaces. Excavations below indicated depths will not be permitted except to remove unsatisfactory material. Unsatisfactory materials encountered below the grades shown shall be removed as directed and replaced with satisfactory materials; satisfactory materials below the depths indicated without specific direction of the Engineer shall be replaced at no additional cost to PPA to the indicated excavations grade with satisfactory materials, except that concrete footings shall be increased in thickness to the bottom of the over depth excavations. Satisfactory/backfill shall be placed and compacted as specified in paragraph: "Backfilling." Determination of elevations and measurements of approved over depth excavation of unsatisfactory material below grades indicated shall be done as directed by the Engineer.

BACKFILLING

1. Satisfactory materials shall be used in bringing fills to the lines and grades indicated and for replacing unsatisfactory material. Satisfactory material shall be free from roots and other organic matter, trash, debris, and stones larger than 75mm in any dimension.

2. Backfilling shall not begin until construction below finish grade has been approved, underground utilities systems have been inspected, tested and approved; forms removed and the excavation cleaned of trash and debris. Backfill shall be brought to indicate finish grades and shall not be placed in wet, muddy or spongy areas. Backfill shall be of satisfactory materials placed and compacted as specified.

Heavy equipment for spreading and compacting backfill shall not be operated closer to foundation or retaining walls than a distance equal to the height of backfill above the top of footing; the area remaining shall be compacted to required thickness with power driven hand tampers suitable for the material being compacted. Backfill shall be placed carefully around pipes to avoid damage to coatings or wrappings. Backfill shall not be placed against foundation walls prior to seven (7) days after completion of the walls. As far as practicable, backfill shall be brought up evenly on each side of the wall and sloped to drain away from the wall.

3. Placing

Satisfactory material shall be placed in horizontal layers not exceeding 20cm in loose depth and then compacted. No material shall be placed on surfaces that are wet, muddy or spongy.

4. Compaction shall be accomplished by sheep-foot rollers, or other approved equipment well suited to the soil being compacted. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used.
5. Tests shall be performed on backfill as required by the Engineer. Compaction shall be up to 95 percent maximum dry density per ASTM.

PROTECTION

Settlement or washing that occurs in graded or backfilled areas prior to acceptance of the work shall be repaired and graded re-established to the required elevations and sloped at no additional cost to PPA.

PAINTING WORKS

GENERAL

General Requirements contain provisions and requirements essential to these specifications and apply to this Section, whether or not referred to herein.

SCOPE OF WORK

This Section covers the surface preparation, coating materials and application of coating systems required for the Works.

The work shall consist of furnishing all labor, materials, equipment and other incidentals necessary for the supply of painting materials and the complete painting of surfaces as shown on the drawings and in accordance with the requirements of these specifications as directed by the Project-in-Charge.

STORAGE AND DELIVERY

1. The Contractor shall deliver all material to the site in the original labeled sealed cans and containers, with labels intact and seal unbroken
 - a. Seals shall remain unbroken until after inspection and acceptance of material by the Project-in-Charge.
 - b. The Contractor shall deliver materials in ample quantities sufficiently in advance of the need to avoid any delay or interruptions in the works.
2. Paint in thinner shall be stored in accordance with the approved manufacturer's instructions.
 - a. All regulations required for storage of paint shall be observed and all necessary safety signs required by governing codes shall be posted.
 - b. Any damage caused by failure to exercise proper precautions in paint storage shall be repaired.

MATERIAL REQUIREMENTS

PAINT

Paint for the protective coating system shall be the product of a manufacturer approved by the Project-in-Charge.

Paints for exterior finish must be with tile like durability and elegance, fast drying, solvent based acrylic, highly suitable for coastal or polluted areas with excellent anti-fungus properties and alkali resistance.

100% Acrylic, water based, quick-drying, easy to clean-up and environmentally friendly, resist dirt, stains, alkali, water, humidity, algae. Mold, and mildew growth and highly durable paint for interior finish.

An all-purpose synthetic quick dry paint for all types of wood and metal surfaces. It has high gloss, good color retention and outstanding durability.

SURFACE PREPARATION OF CONCRETE AND PLASTER

Concrete and cement plaster surfaces to be painted shall be prepared by removing efflorescence, dust, dirt, grease, oil, asphalt, tar, excessive mortar and mortar dropping and by roughening to remove glaze. A zinc sulfate solution shall be applied before prime coat.

WEATHER CONDITION

The paint shall not be applied when the relative humidity is above 85 percent. The paint shall not be applied in rain, wind, fog, dust, or mist.

APPLICATION

Workmanship shall be first class in every respect. All work shall be done in a workmanship manner so that the finished surfaces shall be free from runs, chop, ridges, waves, laps and unnecessary brush marks. All coats shall be applied in such manner as to produce an even film of uniform thickness. Edges, corners, crevices, welds and rivets shall receive special attention to ensure that they receive an adequate thickness of paint.

All painting shall be done by thoroughly experienced workmen.

Safety regulations shall be adhered to at all times, including the wearing of respirators by persons engaged on assisting in spray painting. Adjacent areas and installation shall be protected by the use of cloths or other approved precautionary measures.

Plain enamel and varnish shall be applied carefully with good clean brushes or approved spraying equipment, except that the initial coat on any surface shall be applied with brush. Sufficient time shall be allowed between coats to assure thorough drying and each coat shall be in proper condition before receiving the next coat.

Sanding and dusting as required shall be performed between coats in varnishing work. Finish coat shall be smooth and free from runs, sags, and other defects. Exterior paint shall not be applied during rainy days.

All paint when applied shall provide a satisfactory film and smooth, even surface. Paint shall be thoroughly stirred and kept at a uniform consistency during application.

Different brands of emulsion paints shall not be mixed prior to application of the materials.

Where necessary to suit conditions of surface temperature, weather and method of application, the package paint may be thinned immediately prior to application in accordance with the approved manufacturer's directions, but not in excess of 125 cc of suitable thinner per liter (one pint per gallon). Before using, the paint shall be mixed to a uniform consistency and shall be stirred frequently during application.

Paints other than water-thinned paints shall be applied only to surfaces which are completely free of moisture as determined by sight or touch and only such combinations of humidity to be painted as will cause evaporation rather than condensation.

Surfaces which have been cleaned, pretreated and/or otherwise been prepared for painting shall be primed or painted with one coat of finish paint as soon as practicable after such preparation has been completed, but in any event prior to any deterioration of the prepared surfaces.

The first coat of paint on all exterior surfaces shall be applied by brush. Interior prime coats and all other subsequent coats on either exterior or interior surfaces may be applied by brush or spray. Whenever spraying is permitted all areas inaccessible to spray painting shall be coated by brushing or other suitable means. Brushes to be used for application of water-emulsions shall be soaked in water for a period of 2 hours prior to use.

All cloths and cotton waste which might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day.

Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in a manner approved by the Project-in-Charge. Paint spots, or stains upon adjacent surfaces shall be removed and the entire job left clean and acceptable to the Project-in-Charge.

No smoking shall be permitted in the vicinity where painting is going on.

TOUCH-UP PAINTING

Touch-up painting shall be done with the same paint as used for original coat. The resulting minimum dry film shall be the same as for the original coat.

Touch-up painting shall include cleaning and painting of field connections, welds and all damaged or defective paint and rusted areas.

During touch-up painting, only loose, cracked, brittle or non-adherent paint shall be removed during cleaning. All exposed edges shall be feathered. Touch-up painting shall be performed in a manner which will minimize damage to sound paint. Rust spots shall be thoroughly cleaned and edges of the existing paint shall be scraped back to sound material.

DRYING

1. No primer or paint shall be forced to be dried under conditions which will cause cracking, wrinkling, blistering, and formation of pores which detrimentally affect the condition of the paint.
2. No drier shall be added to the paint unless specified in the approved manufacturer's instructions.
3. Paint surfaces shall be protected from dust, dirt, and the elements of the weather until dry to the fullest extent practicable.
4. After drying, any areas of paint damaged from any cause shall be removed, the surface again prepared and then touched-up with the same paint and to the same thickness as the undamaged areas as specified in sub-section 4.14.3.7 above.

HANDLING

1. Precautions shall be taken to minimize damage to paint films resulting from stacking for drying.
2. Paint which is damaged in handling shall be scraped off and touched-up with the same paint and in the same thickness as was previously applied to the damaged area at Contractor's expense.

INSPECTION

1. All works and materials supplied under this Specification shall be subject to inspection by the Project-in-Charge.
2. The Contractor shall correct such works or replace such materials found defective under these Specifications at his own expense.

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 sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (r) Cash Flow by Quarter.

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 guidelines¹ 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 METHODOLOGY

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 <u>2021</u>
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 atleast 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

<i>(To be Filled-up by the Contractor/Applicant)</i>									
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 bid-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:_____

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 / W E E K L Y											
Project Manager (EE)												
Project Engineer (EE)												
Materials Engineer												
Construction Safety and Health Officer												
General Foreman												
Specify Other Applicable Positions, etc.												

Authorized Signing Official

