PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of INFRASTRUCTURE PROJECTS

"MAINTENANCE OF PARKING SHED AT ICPC"

PROJECT ID: A240018
PROJECT LOCATION: ICPC, LOBOC, LAPZ, ILOILO CITY

Government of the Republic of the Philippines

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Preface

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

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

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

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

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

a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC –Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c. The deadline for the submission and receipt of bids; and

d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

Invitation to Bid for
"Maintenance of Parking Shed at ICPC"

1. The *Philippine Ports Authority, PMO-Panay/Guimaras*, through the PPA Corporate Fund (R/M 2024) intends to apply the sum of ***Nine Hundred Ninety-Four Thousand Seven Hundred Sixty-Five and 60/100 (P 994,765.60)*** being the Approved Budget for the Contract (ABC) to payments under the contract for "***Maintenance of Parking Shed at ICPC"*** (*Repair and Infrastructure Assets –A240018)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *Philippine Ports Authority, PMO-Panay/Guimaras* now invites bids for the above Procurement Project. Completion of the Works is required ***40 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.

4. Interested bidders may obtain further information from *Philippine Ports Authority, PMO-Panay/Guimaras* and inspect the Bidding Documents at the address given below from *8:30am to 5:00pm.*

5. A complete set of Bidding Documents may be acquired by interested bidders on *October 15, 2024* from 8:30 A.M -5:00 P.M at the given address *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 Hundred Pesos (Php 500.00) exclusive of VAT).* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *[presented in person, by facsimile, or through electronic means.]*

6. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below,

   *PPA Conference Room, 2nd Floor, Admin. Bldg., ICPC, Iloilo City**; October 23,2024, 11:00 A.M (PPA Time). Late*** bids shall not be accepted.

7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.

8. Bid opening shall be on *October 23, 2024, 11:15 A.M (PPA Time)* at the given address below *PPA Conference Room, 2nd Floor, Admin. Bldg., ICPC, Iloilo City*.

Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Only one (1) bidder shall be allowed to attend the bid opening.

9. Other necessary information:

   Required Equipment:

   1-unit Stake Truck
   1-unit Concrete Cutter
   1-unit Electric Jack Hammer
   1-unit Oxy/Acetylene Cutting Outfit
   1-unit Angular Grinder
   1-unit Welding Machine, 300 amp
   1-unit Electric Drill

   Required PCAB License: Building or Industrial Plant – *Small B*

10. The preparation of the bid proposal shall follow a two-envelope system, comprising of the original bid, Copy 1, and Copy 2. The first envelope shall contain the eligibility and technical documents, as specified in Section IX: Checklist of Technical and Financial Documents. The second envelope shall include the financial documents, also as specified in Section IX. Both envelopes shall then be placed in a single outer envelope, which must be properly sealed and marked/signed by the bidder.

11. The *Philippine Ports Authority, PMO-Panay/Guimaras 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:

    Engr. Rona Mae B. Tanoy
    BAC Secretariat
    Philippine Ports Authority, PMO-Panay/Guimaras
    Brgy. Loboc, Lapaz, Iloilo City
    (033) 337-7791 local 302-302
    esd_pmoiloilo@yahoo.com

13. You may visit the following websites:

For downloading of Bidding Documents: **www.philgeps.gov.ph**

October 15, 2024

JERRY P. ABELLO
BAC Chairman

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Philippine Ports Authority* invites Bids for the *Maintenance of Parking Shed at ICPC*, with Project Identification Number **”** (*Repair and Infrastructure Assets –A240018).*

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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 *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

a. NGA, the National Expenditure Program.

b. GOCC and GFIs, the proposed Corporate Operating Budget.

c. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

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

b. GOCC and GFIs, the Corporate Operating Budget.

c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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 stated in the ITB 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**.

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 *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

a. Information that specifies and complements provisions of the ITB must be incorporated.

b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

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: *General Building or Industrial Plant.*
7.1	*Not applicable*
10.3	*Not applicable*
10.4	The key personnel must meet the required minimum years of experience set below: Key PersonnelGeneral ExperienceRelevant Experience Project Manager Project Engineer Materials Engineer Construction Safety & Health Officer Foreman
10.5	The minimum major equipment requirements are the following: EquipmentCapacityNumber of Units Stake Truck 1-unit Concrete Cutter 1-unit Electric Jack Hammer 1-unit Oxy/Acetylene Cutting Outfit 1-unit Angular Grinder 1-unit Welding Machine, 300 amp 1-unit Electric Drill 1-unit
	[Insert Value Engineering clause if 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 *(2%) of ABC* 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 *(5%) of ABC* if bid security is in Surety Bond.
19.2	Not applicable
20	Required PCAB License : Building or Industrial Plant –*Small B*
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

4.1. 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.

4.2. 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

a. Information that complements provisions of the GCC must be incorporated.

b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	*Not applicable*
4.1	*Shall be discuss during the pre-construction conference.*
6	*Not applicable*
7.2	*[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]* Five (5) years.
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within five (5) days of delivery of the Notice of Award.
11.2	Not applicable
13	The amount of the advance payment is Two Hundred Forty-four Thousand, Five Hundred Fifty-eight Pesos and 70/100 subject to the existing guidelines for the issuance of advance payment.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is before the commencement of the project. The date by which "as built" drawings are required is upon completion of the project.
15.2	Not applicable

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be

accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

GENERAL SCOPE OF WORK

The scope of work shall include the furnishing and installation of all items of construction materials, equipment and labor necessary for the project.

MOBILIZATION AND DEMOBILIZATION

SCOPE

This Chapter of the Specifications refers to the Mobilization and Demobilization. It includes the supply at the Site of all plant and equipment required for the execution of the works, together with everything necessary to maintain the said equipment and plant and performance of the maintenance during the construction period. On completion of the works all plant, equipment and materials shall be removed including cleanup of the premises.

DEMOLITION AND REMOVAL

SCOPE

The work includes the furnishing of all labor, materials & equipment require to carry out the demolition and removal of obstruction, portions of existing pier including extraction/cutting of timber of RC piles at required depth and demolition of miscellaneous buildings, pavements, fences, utilities, navigation aids and wrecks & etc., required for the execution of contract.

The contractor shall submit to the proposed methodology & procedure of demolition work with detail drawings and calculations if necessary, to the Engineer for approval, before the execution of the Works.

The contractors shall keep of pavements and landing areas to and from to the site of the disposal area clean and free of mud, dirt & debris during and after the execution of disposal. Disposal of debris and materials shall be as directed by the Engineer.

OWNERSHIP OF DEMOLISHED MATERIAL

Materials coming from the demolition works except general earth shall remain the property of the Employer and shall be stored properly by the Contractor at a place designated by the Engineer.

SAFETY

During the course of survey and clearing, any obstacles which are recognized and seemed to be explosive or hazardous to workers shall be removed from the site by the Employer.

At the end of each day's work, the Contractor shall keep the workplace in safe condition, so that no part is in danger of falling or creating hazard to personnel or equipment.

ADDITIONAL ITEMS AND CONDITIONS

The description above are stated in brief; the Contractor must study all Contract Documents and have to include in his itemized unit prices allowances for any work and services not specially itemized above or in any other pay items in the Specifications and Bills of Quantities.

STEEL AND METAL 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

The work includes the furnishing of all labor, materials, equipment and other incidentals necessary for the fabrication and installation of structural steel and miscellaneous metal works as specified in relevant items of these specifications and as indicated on the drawings.

SUBMITTAL

1. Before placing orders for materials for the steel and metal works, the Contractor shall submit to the Engineer for approval shop drawings for all steelwork. All project shop drawings shall show the dimension of all parts, method of construction, bolts, welding sectional areas and other details.

2. The detail of connections shown on the shop drawings shall be such as to minimize formation of pockets to hold condensation, water or dirt. A minimum gap between abutting angles and the like shall be provided wherever possible to eliminate any traps and facilitate maintenance painting.

3. No materials shall be ordered nor fabrication commenced until the shop drawings are approved by the Engineer.

STORAGE OF MATERIALS

Structural materials, either plain or fabricated, shall be stored above the ground upon platforms, skids, or other supports. Materials shall be kept free from dirt, grease, and other foreign matter and shall be protected from corrosion.

MATERIAL REQUIREMENTS

1. Unless specified herein all steel structures and metals shall conform with the requirements of “Steel and Metal Works.” Connections where details are not specified or indicated herein, shall be designed in accordance with the American Institute of Steel Construction (AISC), Manual of Steel Construction, latest edition.

2. Structural steel works consisting of channels, gusset plates and other structural steel shape shall be as indicated on the drawings and shall be structural carbon steel

conforming to ASTM A 36. Shapes shall be as given in AISC, Manual of Steel Construction.

3. High strength structural bolts, shall conform to ASTM A 325, Types 1 or 2. Nuts shall conform to ASTM A 560, Grade A, heavy hex style, except nuts 38 mm (1-1/2 inch) may be provided in hex style. Washers shall conform to ANSI B 18.22.1, Type B.

4. Electrodes for arc welding shall be E70 series conforming to American Welding Society Specifications A5.1.

5. Tests are required under the ASTM Standards for steel to be used in the Works and shall be carried out in the presence of the Engineer and at least four (4) days notice must be given to him of the dates proposed for such tests. Four (4) calendar days notice on which fabricated steelwork will be ready for inspection in the Contractor's yard.

6. Standard bolt shall conform to ASTM A 307 Carbon Steel Externally Threaded Standard Fasteners.

EXECUTION

QUALIFICATION

Qualification of steel fabricators, erectors and welders shall comply with the requirements.

FABRICATION REQUIREMENTS

1. Workmanship

   Fabrication shall be performed within the permissible tolerance by the approved fabricator. All workmanship shall be of the best quality with respect to internationally recognized standards of practice.

2. Cutting

   Low-carbon structural steel may be cut by machine-guided torch instead of by shears or saw. Harmful notches, burrs, irregularities, etc., shall not be developed at the cut surface.

3. Contact Faces

   Contact surfaces between bases or other elements bearing directly upon bearing plates shall be ground or milled as necessary for full effective bearing. Edges for welding shall likewise be properly prepared.

4. Bolt Holes

   Bolt holes shall be according to engineering practice and as specified in these specifications. Gas burning of holes will not be permitted.

5. High Strength Bolt Assembly Preparation

Surfaces of high strength bolted parts in contact with bolt heads and nuts shall not have a slope of more than 1:20 with respect to a plane normal to the bolt axis.

Where the surface of a high strength bolted part has a slope of more than 1:20, a beveled washer shall be used to compensate for lack of parallelism.

High strength bolted parts shall fit solidly together when assembled and shall not be separated by gaskets or any other interposed compressible materials.

When assembled, all joint surfaces including those adjacent to washers shall be free of scale except tight mill scale, and shall be free from dirt, loose scale, burrs, and other defects that would prevent solid seating of parts.

Contact surfaces of friction-type joints shall be free from oil, paint, lacquer or galvanizing.

6. Welding

All welding shall be done only by welders certified as to their ability to perform in accordance with accepted testing requirement.

Welding of parts shall be in accordance with structural standards and the Standard Code for Arc and Gas Welding in Building Construction of AWS, and shall only be done where shown, specified, or permitted by the Engineer.

Damage to galvanized areas by welding shall be thoroughly cleaned with wire brushing and all traces of welding flux and loose or cracked zinc coating shall be removed prior to painting. The cleaned area shall be painted with two coats of zinc oxide-zinc dust paint. The paint shall be properly compounded with a suitable vehicle in the ratio of one part zinc oxide to four parts zinc dust by weight. As an alternative to the above, the Contractor may submit for approval the use of a galvanizing rod or galvanizing solder to repair damaged areas.

The welding machine shall be a stable welder, and have suitable functions for the dimension of materials to be welded. The auxiliary tools used for welding shall perform sufficiently and adequately.

The welding machine used for field welding shall be of readily adjustable for electric current.

7. Shop Assembly

Structural units furnished shall be assembled in the shop. An inspection shall be made to determine that the fabrication and the matching of the component parts are correct.

Jigs shall be used for the assembly of units as much as possible to maintain appropriate position of mutual materials.

Approval of the Engineer shall be required when drilling temporary bolt holes or welding temporary support to the assembled structure.

The tolerances shall not exceed those allowed by codes and each unit assembled shall be closely checked to insure that all necessary clearances have been provided and that binding does not occur in any moving part.

In order to maintain accurate finished dimensions and shape, appropriate reverse strain or restraint shall be provided as required. Assembly and disassembly work shall be performed in the presence of the Engineer, unless waived in writing by the Engineer any errors or defects disclosed shall be immediately remedied by the Contractor.

Before disassembly for shipment, component parts of the structures shall be match marked to facilitate erection in the field.

FABRICATION TOLERANCES

1. Dimensional Tolerances for Structural Work

Dimensions shall be measured by means of an approved calibrated steel tape at the time of inspection. Unevenness of plate work shall not exceed the limitation of the standard mill practice as specified in the American Institute of Steel Construction, “Manual of Steel Construction”.

2. Camber

Reverse camber in any structural steel members in excess of 1/1,000 of the span length shall cause rejection. The minimum dead load camber for any structural steel member shall be as allowed by Code, or otherwise specified.

INSPECTION AND TEST OF WELDING

1. Inspection of Welding

Inspection of welding shall be executed for the following work phases.

a. Before Welding

Scum, angle of bevel, root clearance, cleaning of surface to be welded, quality of end tab, drying of welding rod.

b. During Welding

Welding procedure, diameter of coil and wire, type of flux, welding current and voltage, welding speed, welding rod position, length of arc, melting, cleaning of slag of each level under surface chapping, supervision of welding rod.

c. After Execution of Welding

Assurance of bead surface, existence of harmful defects, treatment of crater, quality of slag removal, size of fillet, dimension of extra fill of butt welding, treatment of end tab.

2. Testing of Welding

Twenty percent (20%) of welds contributing in the overall strength of the structure and which will be inaccessible for the inspection in service shall be tested.

Welding shall be tested by ultrasonic test to the extent specified herein or as directed by the Engineer.

Where partial inspection is required, the ultrasonic test shall be located at random on the welds so as to indicate typical welding quality.

If ten percent (10%) of the random ultrasonic tested indicate unacceptable defect, the remaining eighty percent (80%) of the welding shall be tested. Repair welding required shall be ultrasonic tested after the repairs are made.

CORRECTIONS

In lieu of the rejection of an entire piece or member containing welding which is unsatisfactory or which indicates inferior workmanship, corrective measures may be permitted by the Engineer whose specific approval shall be obtained for making each correction. Defective or unsound welds or base steel shall be corrected either by removing and replacing the entire weld, or as follows.

1. Excessive convexity or overlap shall be reduced by grinding.

2. Undercuts, lack of weld shall be repaired with necessary reinforcement of weld after removal of any foreign materials such as slag, dust, oil, etc.

3. Any defects such as slag inclusions, incomplete fusion, or inadequate joint penetration, shall be completely removed, cleaned and re-welded.

4. Cracks in welds or base steel, shall be removed to sound steel throughout their length and 5cm beyond each end of the crack, followed by welding. The extent of the crack, depth and length, shall be ascertained by the use of acid etching, magnetic particle inspection or other equally positive means.

The removal of welded steel shall be done by chipping, grinding, oxygen cutting, oxygen gouging, or air carbon arc gouging and in such a manner that the remaining welded steel or base steel is not nicked or undercut. Defective portions of the welding shall be removed without substantial removal of the base steel.

INSTALLATION

1. Installation Program

a. Prerequisite Condition

Prior to executing steel fabrication and field installation, the Contractor shall prepare a comprehensive installation program including engineering supervision organization, fabrication procedures, field installation procedures, material application, machinery applications, inspection procedure, scope and standard of quality judgment, and submit to the Engineer for approval.

b. Special Technical Engineering

Special technical engineering different from contract specifications can be applied upon receiving approval of the Engineer.

2. Installation Requirement

a. Setting of Anchor Bolt and Others

a. 1. Anchor bolts shall be set in accurate position by using templates.

a. 2. The setting method shall be proposed to the Engineer for his approval before setting starts.

a. 3. The threads of bolt shall be cured with an appropriate method against rust and/or any damage before tightening.

a. 4. Non-shrink mortar shall be placed under base plates, well cured to obtain the sufficient strength before bearing loads are applied to base plates.

b. Temporary Bracing

b. 1. Temporary bracing shall be installed as necessary to stay assemblies and assume loads against forces due to transport, erection operations or other work.

b. 2. Temporary bracing shall be maintained in place until permanent work is properly connected and other construction installed as necessary for support, bracing or staying of permanent work.

b. 3. Extent and quality of temporary bracing shall be as necessary against wind and other loads, including seismic loads not less than those for which the permanent structure is designed to resist.

c. Adequacy of Temporary Connections

During erection, temporary connection work shall be securely made by bolting and/or welding for all dead load, wind and erection stresses.

d. Alignment

No permanent bolting or welding shall be done until the alignment of all parts with respect to each other shall be true within the respective tolerances required.

e. Field Welding

e. 1. Any shop paint or surfaces adjacent to joints where field welding is to be executed shall be wire brushed to remove paint/primer.

e. 2. Field welding shall conform to the requirements specified herein, except as approved by the Engineer.

f. High Strength Bolts

Final tightening of high strength bolts shall be done by using manufacturer's power operated equipment without any overstress to the threads.

g. Correction of Errors

g. 1. Corrections of minor misfits by use of drift pins, and reaming, chipping or cutting will be permitted and shall be provided as part of erection work.

g. 2. Any errors to be corrected or adjusted, preventing proper assembly, shall be immediately reported to the Engineer, and such corrections or adjustments shall be made as necessary and approved by the Engineer.

g. 3. Cutting or alterations other than as approved will not be permitted.

h. Erection

h. 1. Erection and installation shall be as per approved shop drawings.

h. 2. Each structural unit shall be accurately aligned by the use of steel shims, or other approved methods so that no binding in any moving parts or distortion of any members occurs before it is finally fastened in place.

h. 3. Operations, procedures of erection and bracing shall not cause any damage to works previously placed nor make overstress to any of the building parts or components. Damage caused by such operations shall be repaired as directed by the Engineer at no extra cost to the Employer.

GALVANIZING

PREPARATION

All mild steel parts exposed to weather shall be hot-dipped galvanized after fabrication in accordance with the requirements of ASTM A 123 or ASTM A 153. Prior to galvanizing, the surfaces shall be cleaned of dirt, weld splatter, grease, slag, oil, paint or other deleterious matters. The steel surfaces shall be chemically de-scaled and cleaned with the same abrasive blast or other suitable method as approved by the Engineer.

COATING

The zinc coating shall consist of uniform layers of commercially pure zinc free from abrasions, cracks blisters, chemical spots or other imperfections, and shall adhere firmly to the surface of the steel. The weight of zinc coating per square meter of actual surface shall not be less than 550 grams. Any surface damaged subsequent to galvanizing shall be given two coats of approved zinc rich paints.

PAINTING

This work shall consist of the preparation of the metal surfaces, the application, protection and drying of the painted surfaces, and supplying of all tools, tackle, scaffolding, labor and materials necessary for the entire work. Painting shall be applied in the field or shop as approved by the Engineer.

Unless otherwise specified or approved, all painting work for structural steel shall comply with the requirements of this Section.

SHOP PAINTING

All structural steel shall be given a shop primer after fabrication and cleaning before delivery to the site.

All steel work shall be thoroughly dried and cleaned of all loose mill scale, rust and foreign matters by means of sand blasting or other suitable methods approved by the Engineer before shop painting shall be applied. Each individual piece shall be painted prior to assembly. Portions where field welding or field contact with concrete is required shall not be painted.

Except for galvanized surfaces and items to be encased in concrete, clean ferrous metal surfaces shall be given one coat of Amerlock 400 Epoxy Primer at 100 Microns or approved equal. Additional coat shall be applied to surfaces that will be concealed or inaccessible for finish painting by Amerlock 400, Top Coat at 150 Microns with color or equivalent.

FIELD PAINTING

After erection, the Contractor shall thoroughly prepare and clean the entire surface of all structural steel from all dirt, grease, rust or other foreign matters. The entire surface of all members shall then be field painted.

MATERIALS

1. Structural Steel Work

    a. After surface preparation, steelwork shall be given one coat of approved prefabricating primer.

    b. Before final assembly of steelwork at the fabricator's shop, two shop coats of special red lead primer shall be applied to the surface of sections to be in permanent contact, meeting faces and all other concealed surfaces. After final assembly, but before delivery to the project site, the steelwork shall likewise be given two shop coats of special red lead primer.

2. Galvanized Steelwork

    All galvanized steelwork shall be treated with zinc chromate two-pack etch primer followed by one coat of non-etch zinc chromate primer.

3. Miscellaneous Metal Work

    Unless otherwise specified in other Sections of the Specifications or shown on the

drawing, miscellaneous metal works such as ladders, structural steel ladder rungs, etc. shall be given two shop coats of epoxy primer and two coats of epoxy enamel.

CONSTRUCTION METHODS

1. Cleaning of Surfaces

Surfaces of metal to be painted shall be thoroughly cleaned; removing rust, loose mill scale, dirt, oil or grease, and other foreign substances. Unless cleaning is to be done by sand blasting, all weld areas, before cleaning is started, shall be neutralized with a proper chemical, after which they shall be thoroughly rinsed with water.

Three methods of cleaning are provided herein. The particular method to be used shall be as directed by the Engineer.

2. Hand Cleaning

The removal of rust, scale, and dirt shall be done by the use of metal brushes, scrapers, chisels, hammers or other effective means. Oil and grease shall be removed by the use of gasoline or benzene.

Bristle or wood fiber brushes shall be used for removing loose dirt.

3. Sandblasting

All steel shall be cleaned by sandblasting. The sandblasting shall remove all loose mill scale and other substances. Special attention shall be given to cleaning of corners and re-entrant angles. Before painting, sand adhering to the steel in corners and elsewhere shall be removed. The cleaning shall be approved by the Engineer prior to any painting which shall be done as soon as possible before rust forms.

4. Flame Cleaning

All metal, except surface inside boxed members and other surfaces which shall be inaccessible to the flame cleaning operation after the member is assembled, shall be flame cleaned in accordance with the following operations.

a. Oil, grease, and similar adherent matter shall be removed by washing with a suitable solvent. Excess solvent shall be wiped from the work before processing with subsequent operations

b. The surface to be painted shall be cleaned and dehydrated (free from occluded moisture) by the passage of oxyacetylene flames which have an oxygen to acetylene ratio of at least 1.0. The oxyacetylene flames shall be applied to the surfaces of the steel in such a manner and at such speed that the surfaces are dehydrated; dirt, rust loose scale in the form of blisters or scabs, and similar foreign matters are freed by the rapid, intense heating by the flames. The number arrangement and manipulation of the flames shall be such that all parts of the surfaces to be painted are adequately cleaned and dehydrated.

c. Promptly after the application of the flames, the surfaces of the steel shall

be wire brushed, hand scraped wherever necessary, and then swept and dusted to remove all free materials and foreign particles.

d. Paint shall be applied promptly after the steel has been cleaned and while the temperature of the steel is still above that of the surrounding atmosphere.

5. Weather Conditions

a. Exterior Coatings

Coatings to surface shall not be applied during foggy or rainy weather, or under the following surface temperature conditions: below 4°C, or over 35°C, unless approved by the Engineer.

b. Interior Coatings

Coatings shall be applied when surfaces to be painted are dry and the following surface temperatures can be maintained: between 18 to 35°C during the application.

6. Application

a. Paint shall be factory tinted and mixed. All paint shall be field mixed before applying in order to keep the pigments in uniform suspension.

b. Field Painting

When the erection work is complete, including all bolting and straightening of bent metal, all adhering rust, scale, dirt, grease or other foreign materials shall be removed as specified above.

As soon as the Engineer has examined and approved each steel and metal works structures, all field bolts, all welds, and any surfaces from which the top or first coat of paint has become worn off, or has otherwise come defective shall be cleaned and thoroughly covered with one coat of paint.

Surfaces to be bolted and surfaces which shall be in contact with concrete, shall not be painted. Surfaces which shall be inaccessible after erection shall be painted with such field coats as are required. When the paint applied for retouching the shop coat has thoroughly dried, and the field cleaning has been satisfactorily completed, such field coats as are required shall be applied. In no case shall a succeeding coat be applied until the previous coat is dry throughout the full thickness of the paint film. All small cracks and cavities which were not sealed in a watertight manner by the first field coat shall be filled with a pasty mixture of red lead and linseed oil before the second coat is applied.

The following provision shall apply to the application of both coats. To secure a maximum coating on edges of plates or shapes, bolt heads and other parts subjected to special wear and attack, the edges shall first be striped with a longitudinal motion and the bolt heads with a rotary motion of the brush,

followed immediately by the general painting of the whole surface, including the edges and bolt heads.

The application of the second field coat shall be deferred until adjoining concrete work has been placed and finished. If concreting operations have damaged the paint, the surface shall be re-cleaned and repainted.

c. General Manners

Painting shall be done in a neat and workmanlike manner. Paint may be applied with hand brushes or be spraying, except aluminum paint which preferably shall be applied by spraying. By either method the coating of paint applied shall be smoothly and uniformly spread so that no excess paint shall collect at any point. If the work done by spraying is not satisfactory to the Engineer hand brushing shall be required.

d. Brushing

When brushes are used, the paint shall be so manipulated under the brush as to produce a smooth, uniform, even coating in close contact with the metal or with previously applied paint, and shall be worked into all corners and crevices.

e. Spraying

Power spraying equipment shall be used to apply the paint in a fine spray. Without the addition of any paint, the sprayed area shall be immediately followed by brushing, when necessary, to secure uniform coverage and to eliminate wrinkling, blistering and air holes.

f. Removal of Paint

If the painting is unsatisfactory to the Engineer the paint shall be removed and the metal thoroughly cleaned and repainted.

ROOFING WORKS

SCOPE OF WORK

This item shall consist of furnishing all pre-painted long span roofing materials and accessories including labor required in undertaking the proper installation of canopy shown on the plans and in accordance with this specification.

MATERIAL REQUIREMENTS

1. Framing

Framing use for trusses shall consist of 50mm x 50mm x ¼" Angle Bar and for girt members shall be 38mm x 38mm x ¼" Angle Bars. C-Purlins shall be 50mm x 75mm x 1.20mm.

2.Long Span Roofing

Pre-painted long span roofing sheet and Spanish gutter shall correspond to the type and thickness indicated on the plans or to the commercially available thickness and must be subject to the approval of the Project-in-Charge.

Fastening hardware shall be screws that are compatible with Pre-painted Long Span roofing. The choice of type and nature of screws shall be responsibility of the contractor installing the materials and should be adapted with accordance to the type of supports being used.

Use appropriate sealant for Pre-painted long span roofing and spanish gutter.

INSTALLATION PROCEDURE

Before any installation works is commenced, the underside masking of the sheet shall be removed. Never step on sheets between trusses or in the middle of a framing. In emergency, step only on the line of the trellis or structural framing.

The Contractor shall ensure the roofing pitch is at a minimum 1% slope to provide correct water runoff. If a flatter pitch is required, additional weatherproofing shall be required and shall be subjected to the approval of the Project-in-Charge.

The Contractor shall ensure the use of proper type of sealing tape/sealant according to the long span sheet used, verifying that the prepared sheets are mounted correctly.

Pre-painted long span sheets shall be cut with standard wood or metal workshop equipment. Saw bladers designed especially for plastic yield best results. Ensure that the sheet is properly supported before cutting.

Sheet shall be padded, package and flattened out in good condition during storage and transport. Store sheets on a flat surface in a well-protected area away from direct sunlight. Avoid chemicals, paints, adhesives and other synthetic materials that are not compatible with Pre-painted long span roofing sheets.

ELECTRICAL WORKS

SCOPE OF WORK

The work to be done shall consist of furnishing, delivering and installing electrical materials/fixtures completed in accordance with all the details of the electrical works as shown on the drawings including materials, labor, tools and equipment and all incidental works as found necessary.

Refer to electrical plans/drawings for location and extent of work involved.

GENERAL REQUIREMENTS

All works shall be done in accordance with the requirements of the publications and agencies having jurisdiction, as well as the requirements of the approved standards.

National Fire Protection Association - (NFPA)

National Electrical Manufacturer Association - (NEMA)

Underwriter Laboratories, Inc. - (UL)

Philippine Electrical Code - (PEC)

Philippine National Standard - (PNS)

Federation Specification:

Circuit Breaker, Molded Case, Branch

Circuit and Service

American National Standard Institute - (ANSI)

American Society for Testing and Materials - (ASTM)

Illuminating Engineering Society - (IES)

Light Emitting Diode - (LED)

The electrical power of the Port lighting system will be connected to the Main Disconnect Panel (MDP) located on the concrete pedestal post. While the supply voltage should be 230 volts, single phase (1Ø), and 60 hertz.

The Contractor shall employ a licensed Registered Electrical Engineer or Master electrician to perform or to supervise and to conduct the continuous inspection of all electrical work.

The Contractor shall first obtain approval from the Authority before procurement, fabrication or delivery of electrical materials to the site. Partial submittals will not be acceptable and will be returned without review. Submittals shall include the Manufacturer's Name, Trade Name, Place of Manufacture, Catalog Model or Number, Nameplate Data, Size, Layout Dimensions, Capacity, Project Specification and Paragraph Reference, Technical Society Publication References and other information necessary to establish contract compliance of each item to be furnished.

All excavations fill and backfill and concrete works involved herein, shall be carried to the required elevations and shall conform to the provisions of specification under Earthwork and Concrete Construction of this tender document.

The materials and equipment to be furnished shall be standard products of reputable manufacturer engaged in the reproduction of such materials and equipment.

All permits and electrical fees required for this work shall be obtained at the expense of the Contractor. The Contractor shall furnish the Engineer-in-Charge, the final Certificates of Inspections and approval from the proper government authorities after the completion of work. The Contractor shall prepare all as- built plans and all other paper works as required by the enforcing authorities.

The Contractor shall furnish and install electrical materials as shown in the drawings. A licensed Electrical Engineer or Master Electrician is required to implement the installation of the electrical system.

Electrical installation shall conform to the requirements of Philippine Electrical Code (PEC) and the other approved standards.

The contractor shall install all electrical works with the supervision of the qualified Registered Electrical Engineer (REE) or Master Electrician. All electrical installation applications regardless of capacity and voltage whether new, addition or revision shall be accompanied by electrical plans signed and sealed by a duly licensed Professional Electrical Engineer (PEE).

MATERIAL REQUIREMENTS

All materials shall be brand new and shall be of the approved type meeting all the requirements of the Philippine Electrical Code and bearing the Philippine Standard Agency (PSA) mark.

PRODUCTS

WIRES AND CABLES

The conductor material to be furnished and installed shall be copper wire Heat-Resistant Thermoplastic (THHN/THWN-2). All conductors shall be rated 600 volts insulation and shall be standard for all sizes.

CONDUIT AND FITTINGS

Underground PVC conduit shall be polyvinyl chloride with concrete covered. It shall be manufactured to schedule 40 outside diameter. All fittings and bends shall be solvent bonded using manufacturers recommended product.

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and

b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.

b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

MAINTENANCE OF PARKING SHED AT ICPC

ICPC, Loboc, Lapaz, Iloilo City

Bill of Quantities

ITEM / BILL No. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE PhP (5)	AMOUNT (PhP) (4) X (5)
1.00	**Mobilization/Demobilization**	l.s	1.00		
2.00	**General Expenses**	l.s.	1.00		
3.00	**Demolition & Excavation Works**	sq.m.	169.93		
4.00	**Removal and Replacement of Roof Framing**	sq.m.	210.18		
5.00	**Remove and Replace Roofings**	sq.m.	210.18		
6.00	**Painting Works**	sq.m.	128.80		
7.00	**Chipping/Removal & Replacement of Pedestal**	cu.m.	0.99		
8.00	**Rewiring and Replacement of Busted Electrical Fixtures**	lot	1.00		

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;

and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

and

☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**

☐ (h) Philippine Contractors Accreditation Board (PCAB) License;

or

Special PCAB License in case of Joint Ventures;

and registration for the type and cost of the contract to be bid; **and**

☐ (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

or

Original copy of Notarized Bid Securing Declaration; **and**

(j) Project Requirements, which shall include the following:

☐ a. Organizational chart for the contract to be bid;

☐ b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;

☐ c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

☐ (k) Original duly signed Omnibus Sworn Statement (OSS);

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (r) Cash Flow by Quarter.

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

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 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 allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines12 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: _____

GPPB Resolution No. 16-2020, dated 16 September 2020

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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]

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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 GPPB Resolution No. 16-2020, dated 16 September 2020 Page 31 of 39 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

1. [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. <u>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</u>

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]

GPPB Resolution No. 16-2020, dated 16 September 2020


Republic of the Philippines
gppb
Government Procurement Policy Board