



**REPAIR OF ROOF DECK AT PORT OPERATIONS
BUILDING, PORT OF DUMAGUETE, DUMAGUETE CITY
(COP-NOS-05-21)**

BIDDING DOCUMENTS

Engineering Services Division
CY 2022

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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

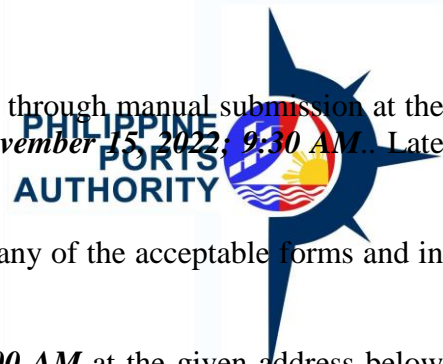


Invitation to Bid

For

REPAIR OF ROOF DECK AT PORT OPERATIONS BUILDING, PORT OF DUMAGUETE, DUMAGUETE CITY (COP-NOS-05-21)

1. The ***Philippine Ports Authority, Port Management Office of Negros Oriental/Siquijor (PPA, PMO-NOS)*** intends to apply the sum of ***₱ 1,232,524.76*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Repair of Roof Deck at Port Operations Building, Port of Dumaguete, Dumaguete City (COP-NOS-05-21)***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***PPA, PMO-NO/S*** now invites bids for the above Procurement Project. Completion of the Works is required ***Thirty (30) 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 ***PPA, PMO-NOS*** and inspect the Bidding Documents at the address given below from ***8:00 am – 5:00 pm, Monday to Friday***.
5. A complete set of Bidding Documents may be acquired by interested bidders on ***October 19, 2022*** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ₱ 1,5000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.
6. The ***PPA, PMO-NO/S*** will hold a Pre-Bid Conference on ***October 27, 2022; 10:00 AM*** at *Philippine Ports Authority, PMO-NOS Conference Room, Port Operation Building, Port Area, Looc, Dumaguete City* and/or through videoconferencing/webcasting *via via Microsoft Teams*, which shall be open to prospective bidders.



7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before *November 15, 2022; 9:30 AM.* Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on *November 15, 2022; 10:00 AM* at the given address below and/or through *Microsoft Teams*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **PPA, PMO-NO/S** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*Head, BAC Secretariat
Philippine Ports Authority, PMO-Negros Oriental/Siquijor,
Port Operations Building, Port Area, Looc, Dumaguete City
Tel. No. (035) 527-2079*

12. You may visit the following websites:

For downloading of Bidding Documents: www.ppa.com.ph and www.philgeps.gov.ph

13. Minimum Equipment Requirements:

Angle Grinder - Owned

Electric Drill - Owned

Required PCAB Registration : Small B – Building and Industrial Plant

(Sgd.) Atty. JENLYN B. MEDIANA-ARENASA
Chairperson, BAC

Noted:

(Sgd.) Atty. SARAH R. MIJARES
Head of Procuring Entity



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **PPA, PMO-NOS** invites Bids for the **Repair of Roof Deck at Port Operations Building, Port of Dumaguete, Dumaguete City**, with Project Identification Number **COP-NOS-05-21**.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).



2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2022* in the amount of **₱ 1,232,526.65**.

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.



5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **PPA, PMO-NOS, Port Operations Building, Port Area, Looc, Dumaguete City** and/or through **Microsoft Teams** 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 special PCAB License in case of Joint Ventures, 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 one hundred twenty (120). Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

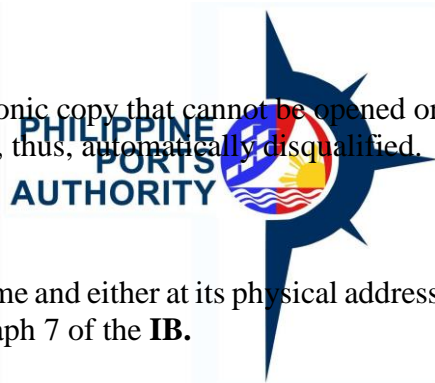
16. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy

of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.



17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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



21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																			
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>1.0 General Expenses 1.01 Mobilization/Demobilization 1.02 Provide construction safety and health program in the execution of the project</p> <p>2.0 Repair of Roof Deck at Port Operations Building 2.01 Supply & place waterproofing membrane including epoxy injection of existing cracks of roof deck slab of Port Operations Building</p>																		
7.1	N/A																		
10.3	N/A																		
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><th><u>Key Personnel</u></th><th><u>General Experience</u></th><th><u>Relevant Experience</u></th></tr><tr><td>Project Manager</td><td>5 years minimum</td><td>5 years minimum</td></tr><tr><td>Project Engineer</td><td>3 years minimum</td><td>3 years minimum</td></tr><tr><td>Materials Engineer 1</td><td>1 year minimum</td><td>1 year minimum</td></tr><tr><td>Safety & Health Officer</td><td>1 year minimum</td><td>1 year minimum</td></tr><tr><td>Foreman</td><td>5 years minimum</td><td>5 years minimum</td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	5 years minimum	5 years minimum	Project Engineer	3 years minimum	3 years minimum	Materials Engineer 1	1 year minimum	1 year minimum	Safety & Health Officer	1 year minimum	1 year minimum	Foreman	5 years minimum	5 years minimum
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>																	
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Materials Engineer 1	1 year minimum	1 year minimum																	
Safety & Health Officer	1 year minimum	1 year minimum																	
Foreman	5 years minimum	5 years minimum																	
10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><th><u>Equipment</u></th><th><u>Capacity</u></th><th><u>Number of Units</u></th></tr><tr><td>Angle Grinder</td><td></td><td>1 unit</td></tr><tr><td>Electric Drill</td><td></td><td>1 unit</td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Angle Grinder		1 unit	Electric Drill		1 unit									
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Angle Grinder		1 unit																	
Electric Drill		1 unit																	
12	[Insert Value Engineering clause if allowed.]																		
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <u>Php 24,650.53</u> [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p>																		

	b. The amount of not less than <u>Php 61,626.33</u> [five percent (5%) of ABC] if bid security is in Surety Bond.
19.2	Partial bids are allowed, as follows: <i>Not Allowed.</i>
20	<i>Other appropriate license and permits required.</i> <i>None</i>
21	Additional contract documents are as follows: <ol style="list-style-type: none"> 1. Construction Schedule and S-curve 2. Manpower Schedule 3. Construction Methods 4. Equipment Utilization Schedule 5. Construction Safety and Health Program approved by the DOLE 6. Other acceptable tools of project scheduling

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	<i>N/A</i>
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor <i>Seven (7) calendar days after signing of the Notice to Proceed.</i>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	Fifteen (15) years.
10	a. No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>Seven (7)</i> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .
13	The amount of the advance payment is <i>NONE</i> .
14	<i>[If allowed by the Procuring Entity, state:]</i> 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 <i>during processing of final payment.</i> The date by which "as built" drawings are required is <i>during processing of final payment.</i>
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> .

Section VI. Specifications

CONCRETE 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 shall include reinforced concrete structures such as reinforced concrete beam, girder, slab, curb and pile cap.

The work shall consist of furnishing of all labor, materials, equipment and other incidentals necessary for the supply of concrete materials and the complete construction of the concrete structures for the structure shown on the drawings in accordance with these specifications and as directed by the Engineer.

GENERAL REQUIREMENTS

Concrete works shall conform with the requirements of "Reinforced Concrete" except noted otherwise in this Section.

SHOP DRAWINGS

Together with requirements, the Contractor shall show the following in the shop drawings:

1. Surface finish
2. Fitting to be embedded

MATERIAL REQUIREMENTS

1. Concrete shall consist of Portland cement, fine and coarse aggregates and water and shall conform with the requirements of "Reinforced Concrete".
2. Deformed bars to be used shall conform with the reinforcement requirements in Section of "Reinforced Concrete". The size shall be as shown on the drawings.

The supplier is required to submit a "Mill Certificate" that the materials delivered to site shall be proven to meet or exceed the following properties:

TECHNICAL PROPERTIES	Unit	Minimum
A. Physical Characteristics:		
Length	Mm	12
Shape	Microns	18
Density	gm nominal	0.91

FORMWORKS

GENERAL REQUIREMENTS

Materials and construction of formwork shall be in accordance with formwork requirements in Reinforced Concrete.

CONCRETE

CLASSES OF CONCRETE AND USAGE

1. Strength Requirement

Concrete strength shall conform with the requirements in Section of "Reinforced Concrete".

SLUMP TEST

Tests shall be made in conformity with ASTM C 143, and unless otherwise specified by the Engineer, slump shall be within the following limits:

Structural Element	Slump for Vibrated Concrete	
	Minimum (mm)	Maximum (mm)
Pre-cast concrete pile	80	180
Wave deflector, wall, column, beam	70	150
Lean concrete	70	150

CONCRETE COVER FOR REINFORCEMENT

Minimum concrete cover for reinforcement shall be as follows:

Net Concrete Cover	Minimum Cover
Concrete cast against and permanently exposed to earth	75
Concrete exposed to earth or weather:	
Primary reinforcement	50
Stirrups, ties, and spirals	40

CONSTRUCTION JOINTS AND WATERSTOPS

Construction joints shall be provided where shown on the drawings or when approved with written permission of the Engineer. Special care shall be used in preparing concrete surfaces at joints where bonding between two sections of concrete is required. Unless otherwise indicated on the drawings, such bonding will be required at all horizontal joints in

PAINTING

GENERAL

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

SCOPE OF WORK

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

The work shall consist of furnishing of all labor, materials, equipment and other incidentals necessary for the supply of painting materials and the complete painting of surfaces as shown on the drawings in accordance with this Specification and as directed by the Engineer.

The term paint as hereinafter used includes latex, silver aluminum, oils, pigments, thinner and dryers.

All exposed metal surfaces, except metal surfaces embedded in concrete, shall be painted unless otherwise specified.

STANDARD

The following publications listed below, but referred to thereafter by basic designation only, forms a part of these Specifications to the extent indicated by the reference thereto:

Steel Structures Painting Council (SSPC) U.S. Specification JIS K 5628 Red-lead Zinc Chromate Anti-Corrosive Paint.

STORAGE AND DELIVERY

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

MATERIAL REQUIREMENTS

PAINT

Paints for the protective coating system shall be the product of a manufacturer approved by the Engineer.

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

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

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

For pipes, valves and equipment, galvanized and ungalvanized ferrous metal, use a 100% acrylic gloss paint, has excellent resistance to ultraviolet rays and resists chalking, cracking and color fading, dries fast and environmentally friendly.

SCHEDULE OF PAINTING

Paint manufacturers shall be BOYSEN, DAVIES or approved equal.

Architectural Items

a. Exterior Finishes

1. On Concrete Walls

Two Coats, Concrete Masonry Paint DV Megacryl, DV Liquid Tile,

DV Fusion, DV Elastogel

or approved equal

2. On Plaster

First Coat

Pigmented sealer Optimal Liquid Tile Clear,

Optimal Liquid Tile Pigmented or approved equal

Second Coat

Enamel undercoater DV 1350 Primer and Sealer or approved equal

Third Coat

Megacryl Latex (semi-gloss Igloss / flat) or approved equal

EXECUTION

SURFACE PREPARATION OF CONCRETE AND PLASTER

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

MIXING AND THINNING

Mixing and thinning of paint shall be done in accordance with the approved manufacturer's printed instructions. The pot life of each paint as stated by the manufacturer shall not be exceeded.

WEATHER CONDITION

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

APPLICATION

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

All painting shall be done by thoroughly experienced workmen.

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

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

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

All paint when applied shall provide a satisfactory film and smooth, even surface. Paint shall be thoroughly stirred and kept at a uniform consistency during application. Powdered metallic pigments added at the time of use shall be mixed by adding the powder in small increments to about one-third of the base paint or vehicle, with thorough mixing to obtain a smooth paste. The remainder of the base paint shall then be thoroughly stirred in.

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

Where necessary to suit conditions of surface temperature, weather and method of application, the package paint may be thinned immediately prior to application in accordance with the

approved manufacturer's directions, but not in excess of 125 cc of suitable thinner per liter (one pint per gallon). Before using, the paint shall be mixed to a uniform consistency and shall be stirred frequently during application.

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

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

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

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

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

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

TOUCH-UP PAINTING

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

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

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

DRYING

1. No primer or paint shall be forced to be dried under conditions which will cause cracking, wrinkling, blistering, formation of pores which would detrimentally affect the condition of the paint.
2. No drier shall be added to the paint unless specified in the approved manufacturer's instructions.
3. Painted surfaces shall be protected from dust, dirt, and the elements of the weather until dry to the fullest extent practicable.

4. After drying, any areas of paint damaged from any cause shall be removed, the surface again prepared and then touched-up with the same paint and to the same thickness as the undamaged areas as specified in sub-section 4.14.3.7 above.

HANDLING

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

INSPECTION

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

PROJECT BILLBOARD

SPECIFICATION

The Project Billboard shall be installed at location(s) designated by the Engineer.

The size and specifications of materials for the standard billboard shall be 4 ft. x 8 ft. (1,200mm x 2,400mm) using ½ inch (12mm) marine plywood or tarpaulin poster on 3/16 inch (5mm) marine plywood.

Project billboards shall not contain Name(s) and/or picture(s) of any personages.

SAFETY SIGNAGES AND BARRICADES

DESCRIPTION

This work includes the furnishing and installing of safety signages and barricades in accordance with the specifications as directed by the Engineer.

SPECIFICATION

The signages and barricades shall be installed at location(s) designated by the Engineer.

The sizes of the standard signages shall be 2-2/3 ft. x 4 ft (800mm x 1,200mm) for fixed type and 2 ft x 2-2/3 ft (600mm x 800mm) for mobile type. For barricade standard 2 ft x 2-2/3 ft (600mm x 800mm) shall be provided.

The materials to be used for signages and barricades are 1/2 inch (12mm) marine plywood or tarpaulin poster on 2" x 2" (50mm x 50mm) good lumber frame.

The printing or painting shall be the discretion of the Engineer.

Section VII. Drawings

Section VIII. Bill of Quantities

REPAIR OF ROOF DECK AT PORT OPERATIONS BUILDING, PORT OF DUMAGUETE, DUMAGUETE CITY (NRP-NOS-05-21)					
BILL NO.	DESCRIPTION OF WORK	UNIT	QTY.	UNIT PRICE (Pesos)	AMOUNT (Pesos)
1.0	General Expenses				
1.1	Mobilization/Demobilization	L.S.	1.00		
1.2	Provide construction and safety and health program in the execution of the project	L.S.	1.00		
2.0	Demolition, Excavation and Disposal				
2.1	Supply and apply plexibond waterproofing and rubberized floor coating at Roof Deck of Port Operations Building	sq.m.	1,416.20		

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- ☐ (e) 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**
- ☐ (f) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS) **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

- ☐ (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- ☐ (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **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

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

Other documentary requirements under RA No. 9184

- ☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (l) 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**
- ☐ (m) Cash Flow by Quarter.



BIDDING FORMS

Bid Form

Date: _____

IB¹ N^o: _____

To: Philippine Ports Authority
PMO-Negros Oriental/Siquijor
Port Area, Looc, Dumaguete City

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract **Repair of Roof Deck at Operations Building, Port of Dumaguete, Dumaguete City (COP-NOS-05-21)**;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: [insert information];

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

- (c) Our Bid shall be valid for a period of **120 calendar** days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) 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;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: [insert information];
- (f) 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;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

- (h) 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
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **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 Repair of Roof Deck at Port Operations Building, Port of Dumaguete, Dumaguete City (COP-NOS-05-21) of the Philippine Ports Authority, Port Management Office – Negros Oriental/Siquijor.**
- (k) **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: _____

In the capacity of: _____

Signed: _____

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

Date: _____

¹ If ADB, JICA and WB funded projects, use IFB.

Form of Contract Agreement

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[insert the amount in specified currency in numbers and words]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Contractor).

Binding Signature of Procuring Entity

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

Omnibus Sworn Statement

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]* *[insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative]*;

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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid *[Insert reference 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 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 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 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;
 - c. I am/we are declared as 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'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. ____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ **until** _____
Roll of Attorneys No. _____
PTR No. __, *[date issued]*, *[place issued]*
IBP No. __, *[date issued]*, *[place issued]*
Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

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

Name of the Contract or Title of the Project	Owner's Name and Address	Nature/ Scope of Work	Contractor's Role (in percentage)	Total Contract Value at			Value of Outstanding Works	Estimated Time of Completion	% of Accomplishment		Contract Duration	
				Award	Project Completion Date	Escalated Value to Present Prices 4]			Planned	Actual	Start	Completed
1]		2]	3]			4]	5]					5]
A) Government Contracts i. On-going ii. Awarded but not yet started B) Private Contracts i. On-going ii. Awarded but not yet started												

NOTE:

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

Name of Firm/Applicant

Authorized Signing Official

Date

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

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

NOTE:

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

Name of Firm/Applicant

Authorized Signing Official

Date

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Total Net Worth (1-3)	
6.	Current Net Worth or Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(current asset – current liabilities) x 15] minus value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started

NFCC = P _____

Attached are certified true copies of the audited financial statements stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding calendar year.

Submitted by:

Name of Firm / Contractor

Signature of Authorized Representative

Date : _____

NOTE: If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

OUTLINE NARRATIVE DESCRIPTION OF CONSTRUCTION METHODS

1.0 INTRODUCTION

Refer to Bidding, etc.

2.0 BRIEF DESCRIPTION OF CONTRACT WORKS

State general features of contract works. Use tables as necessary.

3.0 CONSTRUCTION METHODS AND PROCEDURES

3.1 Methodology or General Approach

State general approach in construction in terms of use of equipment-intensive or labor-based methods, any special techniques, methods or procedures to ensure completion on time and quality of construction; financing the project, etc.

3.2 Program of Work

CPM, Progress Bar Schedule and Development Schedules submitted.

3.3 Financial Program

Cash flow schedules, provision for working capital, schedule of receipts, etc.

The narrative description of construction procedures / methods is required to be in the Technical Envelope of the bidder. The above is the recommended outline in the bidder's presentation of the documents.

Affidavit of Site Inspection

I, (Representative of the Bidder), of legal age, (civil status), Filipino and residing at (Address of the Representative), under oath, hereby depose and say:

1. That I am the (Position in the Bidder) of the (Name of the Bidder), with office at (Address of the Bidder);
2. That I have inspected the site for (Name of the Contract), located at (location of the Contract);
3. That I am making this statement as part of the requirement for the Technical Proposal of the (Name of the Bidder) for (Name of the Contract).

IN FAITH WHEREOF, I hereby affix my signature this _____ day of _____, 20____ at _____, Philippines.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____, day of _____ 20__, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

(Notary Public)

Until _____
PTR No. _____
Date _____
Place _____
TIN _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

By the act of submitting its bid, the bidder shall be deemed to have inspected the site and determined the general characteristics of the contract works and the conditions indicated above. (IRR-A Section 17.7.2) Thus, one of the requirements from the bidder to be included in its Technical Envelope is the affidavit of site inspection.

Name of the Procuring Entity
Contract Reference Number

Name of the Contract
Location of the Contract

Standard Form Number: SF-INFR-48
Revised on: August 11, 2004

Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name : _____
Business Address : _____

	Project Manager	Project Engineer	Materials Engineer	Safety & Health Officer	Foreman
1 Name					
2 Address					
3 Date of Birth					
4 Employed Since					
5 Experience					
6 Previous Employment					
7 Education					
8 PRC License					

Submitted By : _____
(Printed Name & Signature)
Designation : _____
Date : _____

Key Personnel's Certificate of Employment

(Issuance Date)

ATTY. SARAH R. MIJARES

Port Manager
Philippine Ports Authority
PMO – Negros Oriental/Siquijor
Port Area, Brgy. Looc
Dumaguete City
Negros Oriental

Dear Madam:

I am _____ a Licensed _____ Engineer with Professional License
(Name of Nominee)
No. _____ issued on _____ at _____.
(Date of Issuance) (Place of Issuance)

I hereby certify that _____ has engaged my services
(Name of Bidder)
as _____ for _____, if awarded to it.
(Designation) (Name of Contract)

As _____, I supervised the following completed projects similar to the
(Designation)
contract under bidding:

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following projects:

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the _____ at least twenty one (21)
(Name of the Procuring Entity)
days before the effective date of my separation.

As _____, I know I will have to stay in the job site all the time to
(Designation)
supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of _____ therefor, if the
(Designation)
contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as _____ in any future
(Designation)
_____ bidding or employment with any Contractor doing business with the _____.
(Name of the Procuring Entity)

(Signature of Key Personnel)

DRY SEAL

Republic of the Philippines)
_____)S.S.

SUBSCRIBED AND SWORN TO before me this _____ day of _____
200_ affiant exhibiting to me his Residence Certificate No. _____ issued on
_____ at _____.

Notary Public
Until December 31, 20____

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____;

Name of the Procuring Entity
Contract Reference Number

Name of the Contract
Location of the Contract

Contractor's Letter-Certificate to Procuring Entity

(Date of Issuance)

ATTY. SARAH R. MIJARES

Port Manager
Philippine Ports Authority
PMO-Negros Oriental/Siquijor
Dumaguete City

Dear Madame:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

1. That I/we have engaged the services of _____,
(Name of Employee)
to be the _____ of the _____,
(Designation) (Name of Contract)
who is a _____ with Professional License
(Profession)
Certificate No. _____ issued on _____ and who has
performed the duties in the construction of the Contracts enumerated in the
duly filled Form _____.
2. The said Engineer shall be designated by us as our _____
(Designation)
to personally perform the duties of the said position in the above-
mentioned Project, if and when the same is awarded in our favor.
3. That said Engineer shall employ the best care, skill and ability in performing
his duties in accordance with the Contract Agreement, Conditions of
Contract, Plans, Specifications, Special Provisions, and other provisions
embodied in the proposed contract.
4. That said Engineer shall be personally present at the jobsite to supervise
the phase of the construction work pertaining to this assignment as
_____, all the time.
(Designation)
5. That, in order to guarantee that said Engineer shall perform his duties
properly and be personally present in the Job Site, he is hereby required to

secure a certificate of appearance for the Procuring Entity Engineer at the end of every month.

That, in the event that I/we elect or choose to replace said _____
(Designation)

with another Engineer, the Procuring Entity will be accordingly notified by us in writing at least twenty one (21) days before making the replacement. We will submit to the Procuring Entity, for prior approval, the name of the proposed new _____, his

Qualifications experience, list of projects undertaken and other relevant information.
(Designation)

6. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

(Authorized Representative of Bidder)

CONCURRED IN:

(Name of Key Personnel)

(Address)

**KEY PERSONNEL
(FORMAT OF BIO-DATA)**

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

- Authorized Managing Officer / Representative
- Sustained Technical Employee

1. Name : _____
2. Date of Birth : _____
3. Nationality : _____
4. Education and Degrees : _____
5. Specialty : _____
6. Registration : _____
7. Length of Service with the Firm : _____ Year from _____ (months) _____ (year)
To _____ (months) _____ (year)
8. Years of Experience : _____
9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s), if necessary:

<u>Name and Address of Employer</u>	<u>Length of Service</u>
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____

10. Experience:

This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

1. Name : _____
2. Name and Address of Owner : _____
3. Name and Address of the
Owner's Engineer : _____
(Consultant)

4. Indicate the Features of Project
(particulars of the project
components and any other particular
interest connected with the project): _____
5. Contract Amount Expressed in
Philippine Currency : _____
6. Position : _____
7. Structures for which the employee
was responsible : _____
8. Assignment Period : from _____ (months) _____ (years)
: to _____ (months) _____ (years)

Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

(Place and Date)

(The Authorized Representative)

List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract

Business Name : _____
Business Address : _____

Description	Model/ Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lessor or Vendor
A. Owned							
i.							
ii.							
iii.							
iv.							
B. Leased							
i.							
ii.							
iii.							
iv.							
C. Under Purchase Agreements							
i.							
ii.							
iii.							
iv.							

List of minimum equipment required for the project:

Submitted by : _____
Designation : _____
Date : _____
(Printed Name & Signature)

Statement of Availability of Key Personnel and Equipment

(Date)

ATTY. SARAH R. MIJARES

Port Manager
Philippine Ports Authority
PMO-Negros Oriental/Siquijor
Dumaguete City

Attention : The Chairperson
Bids and Awards Committee

Dear Sir/Madam:

In compliance with the requirements of the Philippine Ports Authority, Port Management Office of Negros Oriental/Siquijor, for the bidding of the (Name of the Contract), we certify that (Name of the Bidder) has in its employ key personnel, such as project managers, project engineers, materials engineers and foremen, who may be engaged for the construction of the said contract.

Further, we likewise certify the availability of equipment that (Name of the Bidder) owns, has under lease, and/or has under purchase agreements, that may be used for the construction contracts.

Very truly yours,

(Name of Representative)

(Position)

(Name of Bidder)

Bill of Quantities

Name of Project and Location					
ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (Pesos)	AMOUNT (Pesos)
TOTAL AMOUNT ₱					

Submitted by:

Name of Firm / Contractor

Signature of Authorized Representative
Date : _____

Name of the Procuring Entity
Contract Reference Number

Name of the Contract
Location of the Contract

DETAILED COST ESTIMATES

DERIVATION OF UNIT COST	Date :
Item No. :	Unit Cost/Set :
Item of Work :	Assumed Quantity :
Work Description :	

MATERIALS				
NAME AND SPECIFICATIONS OF MATERIALS	QTY.	UNIT	UNIT PRICE	AMOUNT
a) Total for Materials				

EQUIPMENT EXPENSES				
NAME, CAPACITY AND HP RATING OF EQUIPMENT	NO. OF UNITS	NO. OF DAYS	RATE PER DAY/HOUR	AMOUNT
b) Total for Equipment				

LABOR				
DESIGNATION OF PERSONNEL	NO. OF MEN	NO. OF DAYS	DAILY RATE	AMOUNT
c) Total for Labor				

d) ESTIMATED DIRECT COST (EDC) = a + b + c		
e) MARK – UPS		
4.	Overhead, Contingencies, Miscellaneous (OCM) Expenses as ____% of (d)	
5.	Contractor's Profit as ____% of (d)	
Total for (e)		

f) VAT as 12% of (EDC + Mark-ups)	
g) TOTAL COST OF WORK ITEM	
h) UNIT COST (Total Cost/Assumed Quantity)	

Submitted by:
 Name of the Representative of the Bidder : _____ Date: _____
 Position : _____
 Name of the Bidder : _____

Name of the Procuring Entity
Contract Reference Number

Name of the Contract
Location of the Contract

[illegible]

Continue on separate sheet, if necessary)

Submitted by:

Name of the Representative of the Bidder : _____ Date: _____

Position : _____

Name of the Bidder : _____

Name of the Procuring Entity
Contract Reference Number

Name of the Contract
Location of the Contract

SUMMARY OF EQUIPMENT RATES	
Name, Capacity & Rating of Equipment	Rate per Day/Hour

(Continue on separate sheet, if necessary)

Submitted by:

Name of the Representative of the Bidder : _____ Date: _____

Position : _____

Name of the Bidder : _____

Name of the Procuring Entity
Contract Reference Number

Name of the Contract
Location of the Contract

[illegible]

(Continue on separate sheet, if necessary)

Submitted by:

Name of the Representative of the Bidder : _____ Date: _____

Position : _____

Name of the Bidder : _____

Name of the Procuring Entity
Contract Reference Number

Name of the Contract
Location of the Contract

CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project : _____
Location : _____

Project Duration (days or months)	Payment Schedule (Monthly, in Pesos)	Cash Flow (Quarterly, in Pesos)
T O T A L		

Signature
(Authorized Signing Official)

