

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**Improvement of Emergency Access of RRCY Dormitory Building
and Repair and Replacement of Ceiling of Skills Training
Building - Second Posting**

**Sixth Edition
July 2020**

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
Improvement of Emergency Access of RRCY Dormitory Building and Repair and Replacement of Ceiling of Skills Training Building - Second Posting
ITB 2024-DSWD-CAR-27

1. The *Department of Social Welfare and Development-Cordillera Administrative Region*, through the *General Appropriations Act 2024* intends to apply the sum of **One Million One Hundred Ninety Eight Thousand Pesos (PhP 1, 198, 000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for ***Improvement of Emergency Access of RRCY Dormitory Building and Repair and Replacement of Ceiling of Skills Training Building - Second Posting***.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *Department of Social Welfare and Development-Cordillera Administrative Region* now invites bids for the above Procurement Project. Completion of the Works is required ***within ninety (90) calendar days upon receipt of Notice to Proceed***. 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 *Department of Social Welfare and Development-Cordillera Administrative Region* and inspect the Bidding Documents at the address given below from **08:00am to 05:00pm**. Likewise, interested bidders are required to secure a **Certificate of Site Inspection duly signed by the Buildings and Ground Management Section Head**, upon inspection of the project site located in Payda, Bayabas, Sablan.
5. A complete set of Bidding Documents may be acquired by interested bidders on **25 July 2024 to 01:00 PM (PST) 14 August 2024** from given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PhP 5, 000.00)**.

The procuring entity allows payment of bidding documents through Bank-to-Bank transaction. However, the Official Receipt shall only be issued to the bidder upon receipt of the original deposit slip by the Cash Section with the following bank details:

Account Number: 0222-0218-63
Account Name : DSWD FO CAR (MISC TRUST ACCNT)
Name of the Bank: LANDBANK – Baguio Branch

6. The *Department of Social Welfare and Development-Cordillera Administrative Region* will hold a Pre-Bid Conference¹ on **11:00 AM (PST) 02 August 2024** at **DSWD-CAR Premises or Google Meet with meeting ID/Link as meet.google.com/rkt-wcup-fku**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the office address as indicated below on or before **01:00 PM (PST) 14 August 2024**. Late bids shall not be accepted.

The procuring entity allows submission through courier provided that the bid envelope will be received on or before the deadline of bid submission.

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 **02:30 PM (PST) 14 August 2024** at the given address below **DSWD-CAR Premises** and **via Google Meet with meeting ID/Link as meet.google.com/fgn-qvnb-syr**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Department of Social Welfare and Development-Cordillera Administrative Region* 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:

BAC SECRETARIAT

Procurement Section, DSWD-CAR

40 North Drive, Baguio City

bacsec.car@dswd.gov.ph

(074) 661-0430 Local 25025 / (02) 369-6580

Mobile Numbers: Smart: 0969-572-9176

12. You may visit the following websites for downloading of Bidding Documents:
<https://car.dswd.gov.ph/downloads/procurement/procurement-opportunities/>

RINA CLAIRE L. REYES
BAC Chairperson

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

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, *Department of Social Welfare and Development – Cordillera Administrative Region* invites Bids for the **Improvement of Emergency Access of RRCY Dormitory Building and Repair and Replacement of Ceiling of Skills Training Building - Second Posting**, with Project Identification Number *ITB 2024-DSWD-CAR-27*.

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 **Calendar Year 2024** in the amount of *One Million One Hundred Ninety Eight Thousand Pesos (PhP 1, 198, 000.00)*.

2.2. The source of funding is:

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

3. **Bidding Requirements**

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **11:00 AM (PST) 02 August 2024** at the **DSWD-CAR Premises or Google Meet with meeting ID/Link as meet.google.com/rkt-wcup-fku**, 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**.

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

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: <ul style="list-style-type: none"> • Construction or Rehabilitation of vertical structures. 		
7.1	Subcontracting is not allowed.		
10.3	PCAB license should be at least “small b” as to size range and/or at least C or D as to license category		
10.4	The key personnel must meet the required minimum years of experience set below:		
	Personnel	General Experience	Relevant Experience
	Site Architect/Civil Engineer	Registered Architect/Civil Engineer with at least 2 years of experience	at least 2 years of relevant experience in supervision in building construction
	Site Electrical Engineer	Registered Electrical Engineer with at least 2 years of experience in electrical engineering practice	at least 2 years of relevant experience in supervision of Electrical Works of building construction
	Safety Officer	at least 2 years of experience in safety management	at least 2 years of experience as Safety Officer II in building construction
	Project Foreman	at least 2 years of experience in building construction	at least 2 years of experience in building construction
	Electrician	At least 2 years of experience with NC II Certificate	At least 2 years of relevant experience in building construction & must be TESDA Accredited
	Carpenter	At least 2 years of experience with NC II Certificate	At least 2 years of relevant experience in building construction & must be TESDA Accredited
	Welder	at least 2 years of experience in welding and hot works with NC II Certificate	at least 2 years of experience in welding/hot works & must be TESDA Accredited
10.5	The minimum major equipment requirements are the following:		
	Equipment	Capacity	Number of Units
	Mini Dump Truck	at least 2.5 cubic meters	at least one (1)
	Speed Cutter	at least 14 inches	at least two (2)
	Welding Machine	at least 300 amps	at least one (1)

	Drilling Machine	at least 450 watts	at least two (2)
12	<i>Not Applicable</i>		
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> <ol style="list-style-type: none"> a. The amount of not less than two percent (2%) of ABC or PhP 23, 960.00, 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 five percent (5%) of ABC or 59, 900.00, if bid security is in Surety Bond. 		
19.2	<i>Partial bids are not allowed.</i>		
20	<ul style="list-style-type: none"> ❖ In support to the Statement of All Ongoing Government and Private Contracts the following documents shall be submitted as part of the post qualification requirement: <ol style="list-style-type: none"> 1. Notice of Award and/or Contract/Purchase Order 2. Notice to Proceed (for government transactions only under Public Bidding) ❖ In support to the Statement of Single Largest Completed Contracts (SLCC) the following documents shall be submitted as part of the post qualification requirement: <ol style="list-style-type: none"> 1. Statement of Single Largest Completed Contracts (SLCC) shall be supported with End-user's Acceptance or Official Receipts¹ or Sales Invoice 2. In case a Collection Receipt is available in lieu of Official Receipt, such should be supported with the necessary invoice receipt like Charge Invoice. ❖ Certificate of Site Inspection duly signed and issued by the DSWD CAR – BGMS Head prior to the deadline for the submission of Bids shall also be submitted to the Technical Working Group during the post qualification stage. 		
21	Additional contract documents relevant to the Project - Construction Schedule and S-curve, Manpower Schedule, Construction Methods, Equipment Utilization Schedule, Construction Safety and Health Program approved by DOLE.		

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

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

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	Project completion is required <u>within ninety (90) calendar days upon receipt of the Notice to Proceed</u> , inclusive of twenty (20) rainy/unworkable days considered unfavorable for the prosecution of the works at the site.
4.1	The Procuring Entity shall give possession of so much of the Site to the Contractor after a pre-construction meeting between the authorized DSWD Representatives and the Contractor.
6	Not applicable
7.2	Fifteen (15) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <u>ten (10) calendar days</u> upon receipt of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is Ten Thousand (PhP 10, 000.00) pesos .
13	The amount of the advance payment is fifteen percent (15%) of the Contract Value and can be availed of upon the submission and receipt of a request for the release of the advance payment after the issuance of the Notice to Proceed (NTP) and posting of an irrevocable letter of credit in favor of the procuring entity.
14	<i>Not applicable</i>
15.1	The date by which operating and maintenance manuals are required is <i>within 15 days upon completion of the contract</i> . The date by which "as built" drawings are required is <i>within 15 days upon completion of the contract</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>PhP 15,000.00</i> .

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.

Please see attached Technical Specifications and General Conditions and Requirements.

Section VII. Drawings

Please see attached Drawings/floor plans.

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.

Please see attached Bill of Quantities.

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) 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.

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
Cordillera Administrative Region
#40 North Drive, Baguio City

GENERAL SPECIFICATIONS

**PROPOSED IMPROVEMENT OF EMERGENCY ACCESS OF RRCY
DORMITORY BUILDING AND REPAIRS AND REPLACEMENT OF
CEILING OF SKILLS TRAINING BUILDING**
DSWD-RRCY, Payda, Bayabas, Sablan, Benguet

General Conditions

GC – 1. DEFINITIONS

- i. The term “Owner” as used in these Specifications means the administration of the Department of Social Welfare and Development – Cordillera Administrative Region. (DSWD-CAR)
- ii. The term “Construction Architect/Engineer” shall mean the person executing the contract on behalf of the Owner for the construction of the project and the said Construction Architect/Engineer’s duly authorized assistants or representatives.
- iii. The term “Contractor” means the entity that will provide all labor, materials, equipment, and perform all the work necessary for the completion of the project in accordance with the plans and specifications.
- iv. The term “Consultants” means the designer and planner of the owner.
- v. The term “Completion of Contract” shall mean full performance by the contractor of the contractor’s obligations under the contract and all amendments and revisions thereof except the contractor’s obligation concerning (1) release of liens and certificate of contractor, (2) other final documents. The term “completion” or “completion of the project” shall mean the contract and all amendments and revision thereof. The Certificate of Completion, signed by the Construction Architect/ Engineer and approved in writing by the Owner shall be the sole and conclusive evidence as to the date of completion.

- vi. The term “default” used herein shall include any such failure by the contractor to make progress in the prosecution of work so as to endanger the completion of the project within the calendar days allotted.
- vii. Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the direction, requirement, designation, or prescription, of the Construction Architect/Engineer is intended; and similarly, the words “approved”, “acceptable to”, or satisfactory to” of the Designer unless otherwise expressly stated.
- viii. Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided”, as used herein shall be understood to mean “provided complete in place”, that is, furnished and installed.

GC – 2. DIVISION OF THE SPECIFICATION

These specifications are divided for convenience into sections as set forth in the Table of Contents preceding the General Conditions. Any mention in these sections or indications on the drawings of articles, materials, operations, or methods, requires that the contractor furnish each item so mentioned or indicated, of the kind, type or design and quality specified or shown on the drawings, and that the contractor furnish all labor, equipment, incidentals, and superintendence necessary to complete the work in accordance with the true meaning and intent of these specifications even though such mention of articles, materials, operations, methods, quality, qualifications, or condition is not expressed in complete sentences. The contractor shall coordinate the work covered in each section with the work of other sections. The necessary information – items, accessories, anchors, connections, patterns, templates etc. – shall be delivered when required in order to prevent any delay in the progress and completion of work.

GC – 3. SPECIFICATIONS AND DRAWINGS

- i. The contractor shall keep in the work place a copy of the drawings and specifications and shall at all times give the Construction Architect/Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be like effect as if shown or mentioned in both. In case of difference between drawings and specifications the specifications shall govern. In case of discrepancy either in the figures, in the drawings, or

- specifications, the matter shall be promptly submitted to the Designing Architect who shall promptly make a determination in writing. Any adjustment by the contractor without such determination shall be at his risk and expense. The Consultants shall furnish from time to time such detailed drawings and other information as he may consider necessary, unless otherwise provided.
- ii. Omissions and misdescription. Omissions from the drawings or specifications or misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.
 - iii. Deviations from the drawings and dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the Designing Architect.

GC – 4. PROGRESS SCHEDULE.

The work shall be prosecuted with faithfulness and energy and in the order of precedence as directed by the Construction Architect/Engineer. The Contractor shall submit a progress schedule as follows:

- i. The progress schedule shall be submitted within two weeks after the date of award of contract and shall be subjected to the approval of and/or modification by the Construction Architect/Engineer.
- ii. The progress schedule shall be in Chart Form or Critical Path Method (CPM) and shall show the order in which the contractor proposes to carry on the work, the dates on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates completing the same.

GC – 5. TAXES, LICENSES, PERMITS, AND FEES.

All taxes, licenses, permits and fees which may be due to the local and/or National Government on account of the performance and completion of the work stipulated herein and fees for testing materials and specimens shall be paid for and obtained by the contractor while the building and occupancy permits shall be paid for by the contractor and Owner respectively.

GC – 6. INSURANCE.

The contractor shall take out and maintain throughout the construction period insurance with the minimum requirements.

GC – 7. CHANGES IN SPECIFICATIONS AND DRAWINGS.

The owner may, from time to time, during the progress of the construction of the project, make such changes in, additions to, or subtractions from the specifications and construction drawings as condition may warrant: provided, however, that if the cost to the contractor shall be materially increased by any such change, or addition, the owner shall pay the contractor for the reasonable cost thereof in accordance with a construction contract amendment signed by the owner and the contractor, but no claim for additional compensation for any such change or addition will be considered unless the contractor shall have made a written request therefore to the owner prior to the commencement of work in connection with such change or addition. Written notification shall be made by the owner to the consultants or designing architect prior to any change in specifications and drawings.

GC – 8. SUPERVISION AND INSPECTION.

- i. The contractor shall cause the construction work on the project to receive a constant supervision by a competent Project Architect/Engineer who shall be present at all times during the working hours where construction is being carried-on. The contractor shall employ, in connection with the construction of the project, capable, experienced, and reliable foremen and such skilled workmen as may be required for the various scope of work to be performed. Directions and instructions given to the Project Architect/Engineer by the owner shall be binding upon the contractor.
- ii. The manner of performance of the work, and all equipment used therein shall be subject to the inspection, tests, and approval of the owner. The owner shall have the right to inspect data and records of the contractor relevant to the work. The contractor will provide all reasonable facilities necessary for such inspection and tests. The contractor shall have an authorized agent to accompany the inspector when the final inspection is made and, if requested by the owner, when any other inspection is made.

GC – 9. PROGRESS PHOTOGRAPHS.

- i. The contractor, at his expense, shall furnish to the Construction Architect/Engineer progress photographs that shall be taken monthly starting when the work begins and continuing so long as the work is in progress, from the station points designated by the Construction Architect/Engineer.

- ii. The contractor shall clearly identify in the photographs the scope of work completed.
- iii. No partial payment shall be considered for approval without the above-mentioned photographs.

GC – 10. RELEASE OF LIENS.

Neither the final payment nor any part of the retained percentage shall become due until the contractor, if required shall deliver to the owner a complete release of all liens arising out of the contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all labor and materials for which a lien can be filed.

GC – 11. SUPERVISION.

All work shall meet with the approval of the Construction Architect/Engineer and shall be completed in conformity with the plans and specifications approved by, and on file with the owner, which plans and specifications will be made part of the contract to be entered into for the work referred herein. The contractor shall confer with the Construction Architect/Engineer before commencing any work under the contract. The contractor shall furnish all facilities for inspection at the construction site.

GC – 12. IDENTIFICATION OF EMPLOYEES.

The contractor shall be responsible for furnishing to each employee and for requiring each employee engaged in the work to display such identification as maybe approved and directed by the Construction Architect/Engineer.

GC – 13. SAMPLES.

The contractor shall submit 2 each of samples if required by the owner or Construction Architect/Engineer and these shall be properly identified with the contractor's name and manufacturer's name and catalog number, if applicable.

GC – 14. LIGHT, POWER, AND WATER.

The contractor shall furnish temporary water, light, and power, complete with connecting piping, wiring, lamps and similar equipment as required for the work. The contractor shall install, maintain, and remove his temporary line upon completion of the work. All expenses in connection with temporary services and facilities shall be paid by the contractor.

GC – 15. TEMPORARY OFFICE.

The contractor shall provide and maintain watertight office on the premises where directed for his own and sub-contractor's use and for the use of the Construction Architect/Engineer. This office shall be, provided with operating windows, doors with locks, tables, benches, racks for drawings and adequate electric lighting.

GC – 16. STORAGE SHEDS.

The contractor shall provide and maintain on the premises where directed, watertight storage sheds for all materials which might be damaged by weather.

GC – 17. TEMPORARY TOILETS.

The contractor shall install and maintain in a sanitary condition suitable toilets and urinals for use of workmen. These toilets shall be in a location approved by the construction Architect/Engineer and connected to existing sewers, when feasible. There shall be a minimum of one (1) toilet for each multiple of thirty (30) contractor's employees or fractional part thereof, working at the job site.

GC – 18. LIGHTS, GUARDS, ETC.

The contractor shall provide such lights, guard, temporary fences, and warning signs as may be necessary for the safety during all the time from the execution of the contract until the final acceptance of the work, and shall be responsible for the installation and maintenance of lights, guards, fences and warning signs.

GC – 19. CLEANING.

Upon the completion of each part of the work as defined by the sections into which these specifications are divided or as separated by the various trades involved in the work, each area shall be cleaned of debris emanating from the work. The contractor shall remove remaining excess materials, waste, rubbish, debris, and his construction and installation equipments from the premises. Any dirt or stains caused by the work under the contract shall be removed from the surfaces of the structure and from the equipments and fixtures.

GC – 20. UAP DOC. 301.

That the United Architects of the Philippines, DOC. 301, known as the General Conditions form a part of the document. Any applicable conditions

and provisions not mentioned in this Construction Master Specification shall govern.

Miscellaneous Conditions

MP – 1. PROJECT SIGN.

The contractor shall provide a project sign fabricated to size as specified in the UAP-DOC. 301. GENERAL CONDITIONS.

MP – 2. USE OF OWNER FACILITIES BY CONTRACTOR.

The contractor will not be permitted to utilize any Owner's building or facility for his job-site office space or storage area for materials without prior written approval of owner (DSWD).

MP – 3. INTERFERENCE WITH OWNER OPERATIONS.

The contractor shall establish work procedures and methods to avoid interference with existing operations within or adjacent to the construction area. Free passage into the adjoining or adjacent buildings not in the contract will not be permitted, except as approved by the Construction Engineer. Procedures and methods shall also provide for safe conduct of work and protection of property, which is to remain undisturbed.

ARCHITECTURAL AND STRUCTURAL

SECTION 1 CONSTRUCTION QUALITY CONTROL

1C.1. General. The contractor shall establish and maintain quality control for testing of materials to be furnished by him in accordance with the specifications and for determination of densities as required in the specifications to assure compliance as specified. The testing agency shall be approved. Certified copies of detailed laboratory test reports, attesting compliance with the test requirements as prescribed in the applicable referenced publications shall be submitted in triplicate, together with the submission of samples for conformation testing by the owner as required, and shall contain the name and address of the testing laboratory and the dates of the test to which the report applies.

1C.2. Sampling and Testing. Unless otherwise specified, materials to be sampled, time of submittal of samples, and other requirements for sampling shall be as

specified in the various sections of each division under which the materials will be furnished. All samples for testing shall be provided by the contractor at no additional cost to the owner.

1C.3. Maintenance of records. The contractor will maintain current records of all inspections and test performed on an appropriate format. These records will provide factual evidence that required inspections or tests have been performed, including type and number of inspections or tests involved; results of the inspections or tests, etc. Additional forms for specific operations may be required by the Construction Architect/engineer to supplement the daily inspection forms.

1C.4. Time reports and deficiencies. Records of jobsite material inspections must be received prior to installation or incorporation of materials into the contract work. The contractor will not be permitted to build upon or conceal any features of the work containing uncorrected defects. Payment on deficient items will be withheld until satisfactorily corrected or other action has been taken approved.

SECTION 2. DEMOLITION, CLEARING AND GRUBBING

2.1 EXAMINATION OF SITE

The Contractor shall visit the site of the work and examine the premises so as to fully understand all of the existing conditions relative to the work. No increase in cost of extension in performance time will be considered for the failure to know its condition.

2.2 DEMOLITION

Demolition of work in general shall consist of the following:

- 2.2.1. Remove all Specified existing Hardiflex ceiling, exit door and all building components to be replace and repair.

2.3. PROTECTION OF STRUCTURES AND PROPERTY

- 2.3.1 Execute demolition work with such manner as to insure adjacent property and premises of building against damage which occur or might occur from falling debris or other cause.
- 2.3.2. Repair damage done to property of any person or persons on or off premises by reason of required work.

2.3.3. Provision of proper enclosure within the perimeter to ensure safety to possible damage on adjacent properties.

2.3.4. Storage of any hazardous or flammable materials is strictly prohibited, that would cause danger to people, property and adjacent property.

2.4. DISPOSAL OF MATERIALS

Observe good housekeeping, all trash, rubbish, and other waste shall be immediately disposed. The contractor should provide garbage cans for proper disposal of his wastes.

2.5. DEBRIS

2.5.2. Remove as it accumulates, debris resulting from demolition operation may not be burned on site.

2.5.3. Wood and other debris resulting from demolition operation may not be burned on site.

2.6. CLEANING

2.6.2. Upon the completion of work, remove all barricades, tools, materials, apparatus and debris.

SECTION 3 ARCHITECTURAL AND STRUCTURAL WORKS

3.1. PAINTING WORKS

3.1.1. Masonry Wall/ Concrete surfaces

-Odorless Water based Latex Premium paints.

3.1.2. Metal Surfaces

-Water based Acrylic Premium paints.

3.1.3. Wood Surfaces.

-Odorless Water based Latex Premium paints.

3.1.4. Extra Coats for painting works shall be applied to achieve desired finish.

3.1.5. Application – All applications and methods to be used shall follow strictly manufacturer's instructions and specifications.

3.5. SURFACE TREATMENT – All surface shall be thoroughly cleaned, puttied, sand papered rub and polish. All Masonry wall shall be treated first with masonry neutralizer prior to painting.

3.6. SCHEDULE OF FINISHES:

3.6.1. Pre painted Wood grain PVC Panel for Ceiling accent and Balcony soffit.

3.6.2. Pre painted Wood grain Spandrel for Eaves soffit.

3.6.3. 2"x3" and 1-1/2" x 3" S4S Lumber for Slatted Accent ceiling.

3.6.4. Fiber cement board painted ceiling

3.6.5. Galvanized Checkered plate for Emergency access flooring.

3.6.6. Channel bar for Edge Beams.

3.6.7. W200x36 for Steel beams

3.6.8. Tubular bar, square bar for Railings and balustrade.

3.6.9. Emergency exit door with complete accessories.

SECTION 4 PRODUCTS

4.1 DESCRIPTION

All materials to be used shall conform to the standards specified. All classes listed are not necessarily required for this project, of classes listed; only those specifically called for under sections of this Division or shown shall be provided. Use of materials shall further be governed by other requirements imposed on other sections of this specification. Materials shall be subjected to test necessary to ascertain their fitness if the Construction Architect/engineer so requires.

4.2. ALTERNATIVE MATERIALS

Use of any materials not specified in these specifications may be allowed, provided such alternate has been approved by the Designing Architect/ Engineer, and provided further that a test, if required, shall be done by an approved agency in accordance with the generally accepted standards.

Prepared by:

JAVIER M. MALIONES
Architect I, AD-BGMS

Contract Reference Number: _____
Improvement of Emergency Access of RRCY
 Name of Project: **Dormitory Building and Repair and Replacement of Ceiling of Skills Training Building**
 Location of the Project: **RRCY, Payda, Bayabas, Sablan, Benguet**

Standard Form Number SF-INFR-55

BILL OF QUANTITIES

Columns 1, 2, 3, & 4 are to be filled up by the Procuring Entity				Columns 5 & 6 are to be filled by the bidders	
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE (PESOS)	AMOUNT (PESOS)
1	2	3	4	5	6
1	GENERAL REQUIREMENTS				
1.1	Mobilization/Demobilization	1	lot		
1.2	Clearing, cleaning, & hauling	1	lot		
1.3	Project Billboard and Signboard	2	pcs		
1.4	Temporary Facilities	1	lot		
1.5	Water and electrical consumption	1	lot		
2	IMPROVEMENT OF EMERGENCY ACCESS OF RRCY DORMITORY BUILDING				
2.1	CIVIL WORKS				
	2.1.1. Removal of Existing Emergency Access Ladder	1	lot		
	2.1.2. Installation and uninstillation of scaffoldings	1	lot		
	2.1.3. Removal of Existing Emergency Access Door	1	lot		
	2.1.4. Removal of Existing Emergency Access Handrails	1	lot		
	2.1.5. Steel Works: A. W200x36 wide flange B. 2mm thk Galvanized checkered plate C. 50mmx100mmx1.5mm Tubular D. 20mm square bars E. Welding rods F. 4'x8'x12mm thk plate G. M12x100mm bolt H. 50mmx75mmx1.2mm tubular I. 50mmx150mmx6mm channel bar	1	lot		
2.2	ARCHITECTURAL WORKS				

Columns 1, 2, 3, & 4 are to be filled up by the Procuring Entity				Columns 5 & 6 are to be filled by the bidders	
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE (PESOS)	AMOUNT (PESOS)
1	2	3	4	5	6
	2.2.1. Doors: a. 1.0m x 2.10m Fire-Rated Steel Door w/ Panic Device	1	lot		
	2.2.2. Painting of anti-slip rubberized paint for steel platform	1	lot		
3	REPAIR AND REPLACEMENT OF CEILING OF SKILLS TRAINING BUILDING				
3.1	CIVIL WORKS				
	3.1.1. Removal of existing Ground Floor Ceiling (Interior)	1	lot		
	3.1.2. Removal of existing Ground Floor Eaves (Exterior)	1	lot		
	3.1.3. Removal of existing Second Floor Ceiling (Interior)	1	lot		
	3.1.4. Removal of existing Second Floor Eaves (Exterior)	1	lot		
	3.1.5. Repair of End Flashings and Gutter	1	lot		
	3.1.6. Repair and Reinforce the Defective Sliding Glass Main Door	1	lot		
3.2	ARCHITECTURAL WORKS				
	3.2.1. Installation of Ceiling at Ground Floor (Interior and Exterior): a. Fiber cement board 4.5mm thk b. PVC panels c. Double metal furring ceiling joist	1	lot		
	3.2.2. Installation of Ceiling at Second Floor (Interior and Exterior) a. Fiber cement board 4.5mm thk b. PVC panels c. Double metal furring ceiling joist d. Eaves spandrel e. 1.5" x 3" S4S lumber f. 2" x 3" S4S lumber	1	lot		
	3.2.3. Painting Works: a. Flat Latex b. Gypsum putty c. Mesh tape d. Varnish	1	lot		
3.3	ELECTRICAL WORKS				
	3.3.1. Lighting fixtures: a. 3-head pendant lighting	1	lot		
4	CONSTRUCTION SAFETY & HEALTH				
	4.1. Safety shoes	1	lot		

Columns 1, 2, 3, & 4 are to be filled up by the Procuring Entity				Columns 5 & 6 are to be filled by the bidders	
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE (PESOS)	AMOUNT (PESOS)
1	2	3	4	5	6
	4.2. Hard hats	1	lot		
	4.3. Reflective vests	1	lot		
	4.4. Welding Gloves	1	lot		
	4.5. Welding Mask	1	lot		
	4.6. Safety signages and devices	1	lot		
				TOTAL BID PRICE:	
TOTAL AMT. IN WORDS: (in words)					

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;
 - d. Certificate of Site Inspection duly signed by the Building and Ground Management Section Head; **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.

STATEMENT OF ALL ITS ON-GOING 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

Name of the Contract or Title of the Project	Owner's Name and Address	Nature of Work / Scope of Work	Contractor's Role and percentage of participation	Date of Contract	Total Contract Value at Award	Value of Outstanding Works	Contract Duration	Percentage (%) of Accomplishment		Estimated Time of Completion	
								Planned	Actual	Start	Completion
A) Government Contracts											
i. On-going											
ii. Awarded but not yet started											
B) Private Contracts											
i. On-going											
ii. Awarded but not yet started											

Name of Firm / Applicant

Authorized Signatory

Date

Statement of Single Largest Similar Completed Contract

Business Name: _____

Business Address : _____

Name of Contract/Title of the Project	a. Owner's Name b. Address c. Telephone Nos.	Date of the Contract	Contract Duration	Nature / Scope of Work	Contractor's Role (Whether sole contractor, subcontractor, or partner in a JV)		Total Contract Value at Award	Date of Completion	Total contract value at completion	Percentage of Planned and Actual Accomplishments, if applicable	
					Description	Percentage of Participation (%)				Planned	Actual
<u>Government Contracts</u>											
<u>Private Contracts</u>											
Total Cost											

Note: This statement shall be supported with:

- 1 Notice to Proceed and/or Purchase Order/Contract
- 2 Owner's Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least **Satisfactory** in the Constructors Performance Evaluation System (CPES).
- 3 In case of contracts with the private sector, an equivalent document shall be submitted

Submitted by

: _____
(Printed Name & Signature)

Designation

: _____

Date

: _____

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]

Standard Form Number: SF-INFR-18

Revised on: July 29, 2004

Statement of Availability of Key Personnel and Equipment

(Date)

Mr. LEO L. QUINTILLA, CESE

Regional Director

DSWD-CAR

40 North Drive, Baguio City

Attention : The Chairperson
Bids and Awards Committee

Dear Sir:

In compliance with the requirements of the DSWD-CAR BAC 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)

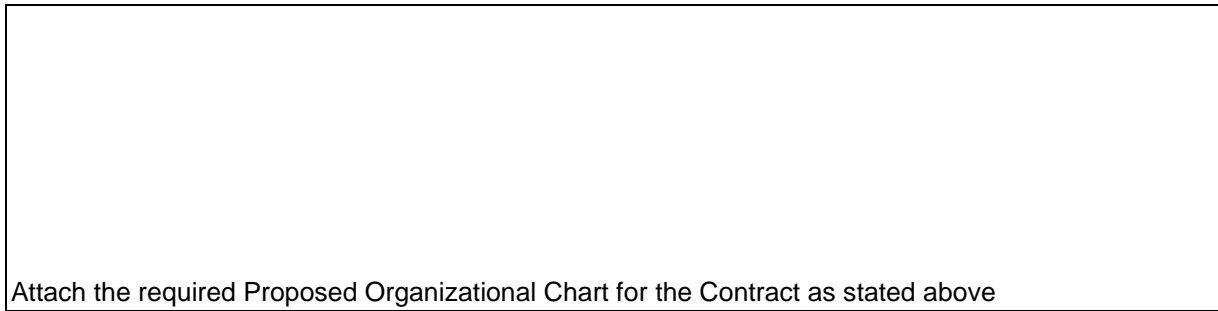
(Name of Bidder)

DSWD-CAR

Standard Form Number: SF-INFR-44 Revised
on: August 11, 2004

Contractor's Organizational Chart for the Firm

Submit Copy of the Organizational Chart of the firm. Indicate in the chart the names of the Project Manager, Project Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman and other Key Engineering Personnel.



Attach the required Proposed Organizational Chart for the Contract as stated above

(Name of Representative)

(Position) (Name
of Bidder)

Standard Form Number: SF-INFR-47

Revised on: August 11, 2004

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

Give the detailed information of the following personnel who are scheduled to be assigned as fulltime 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:

Name and Address of Employer

Length of Service

_____	_____ 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)

Qualification of Key Personnel

Business Name : _____

Business Address : _____

	(For Ex.) Project Manager / Engineer					
1 Name						
2 Address						
3 Date of Birth						
4 Employed Since						
5 Experience						
6 Previous Employment						

2.								
3.								
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5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Print as many pages as necessary.

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 Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the income tax return and audited financial statement for FY2021 or FY2022, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent.

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

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

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = P _____

I hereby certify that the computation of the above is based on the income tax return and audited financial statement for FY2021 or FY2022 stamped "RECEIVED" by the BIR or BIR authorized collecting agent.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

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

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 a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

¹ currently based on GPPB Resolution No. 09-2020

- 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: _____

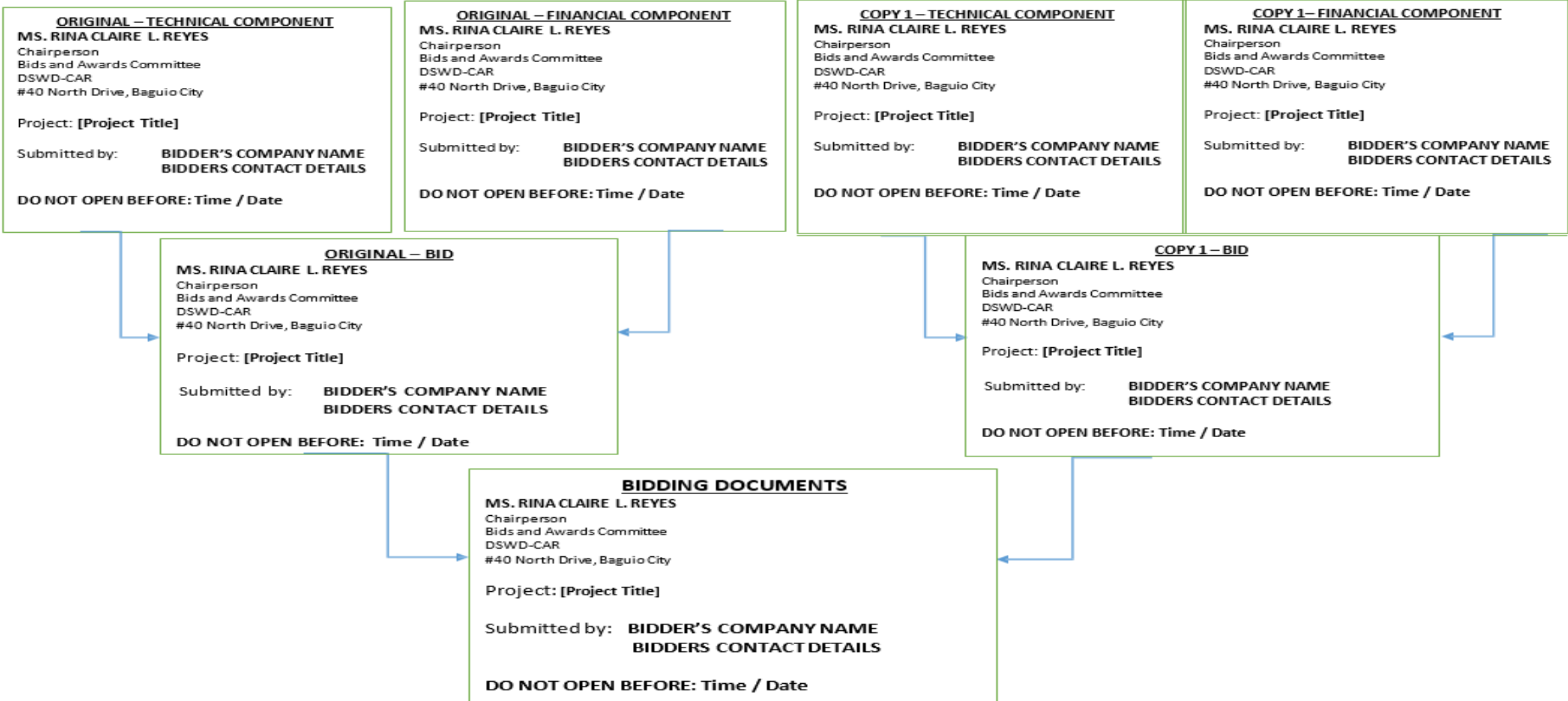
Legal Capacity: _____

Signature: _____

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

Date: _____

MARKING AND SEALING OF ENVELOPE:



Note: The technical and financial documents must be submitted in two (2) copies (Original Copy and Copy 1). The Original Technical Component envelope and Original Financial Component envelope must be sealed in one envelope marked “ORIGINAL BID”. The Copy 1 Technical Component envelope and Copy 1 Financial Component Envelope must also be sealed in another envelope marked “Copy 1 Bid”. These envelopes containing the Original Copy and Copy 1 must be enclosed in one single envelope marked “BIDDING DOCUMENTS”. The technical and financial documents must be properly tabbed and signed.



CERTIFICATE OF SITE INSPECTION

This is to certify that _____ of _____
(Name of Representative)

_____ with office address
(Name of Entity)

at _____ had inspected the site
for the

_____ located at _____.

This certification is issued to Mr./Ms. _____ as
part

(Name of Bidder or Representative) of his/her

Technical Proposal.

Issued this ____ of _____, 2024.

AR. GLYXTER RUDIO

Administrative Officer I / BGMS Head