

PHILIPPINE BIDDING DOCUMENTS
(As Harmonized with Development Partners)

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

**PBD NO.: MPOS-BARMM-CW-2021-004
MANILI REHABILITATION PROJECT
CLUSTER A: “1 – MANILI MADRASA”,
“2 – MANILI MEMORIAL MARKER”, “3
– 30 UNITS SOLAR ST. LIGHTS”, “4 –
120 LN. M. CHAIN LINK FENCE”**

**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

1. The Ministry of Public Order and Safety – BARMM, through the General Appropriations Act to the Bangsamoro (GAAB) FY 2021. Bid received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Ministry of Public Order and Safety – BARMM now invites bids for the hereunder project:

1. Contract ID No. : MPOS-BARMM-CW-2021-004
Contract Name : Rehabilitation of Manili Project Cluster 1:
“1 – Manili Madrasah”, “2 – Manili Memorial Marker”, “3 – 30 Units Solar St. Lights”,
“4 – 120 LN. M. Chain Link Fence”
Contract Location : Manili, Carmen, North Cotabato
Scope of Works : Construction of 1-Storey Madrasah,
Construction of Memorial Marker, Installation of Street Lights (Solar), and Construction of Fence (120 Ln.m.)
Approved Budget
for the Contract (ABC) : P 7,894,428.95
Contract Duration : 120 calendar days
Cost of Bidding Documents : P 10,000.00

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 Ministry of Public Order and Safety – BARMM and inspect the Bidding Documents at the address given below
5. A complete set of Bidding Documents may be acquired by interested bidders on October 6, 2022, from given address and website/s below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 10,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees specify the manner if it will be presented in person, by facsimile, or through electronic means.
6. The Ministry of Public Order and Safety – BARMM will hold a Pre-Bid Conference on **October 13, 2022, at 2:00 p.m.** at **MPOS-BARMM, Conference Room, Givfrell Bldg., Gov. Gutierrez Ave., RH 7, Cotabato City** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below or online or electronic submission as indicated below on or before **October 20, 2022 at 10:00 AM**. Late bids shall not be accepted.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **October 20, 2022 at 10:00 a.m.** at the given address below and it may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System of the Philippine Government Electronic Procurement System (PhilGEPS @ <https://www.philgeps.gov.ph>) Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Ministry of Public Order and Safety – BARMM 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:

Engr. Mohammad Alshier A. Abdul
BAC, Acting Head Secretariat
Ministry of Public Order & Safety - BARMM
Giyfrell Building Gov. Gutierrez Ave., RH 7, Cotabato City

ATTY. AL-RASHID L. BALT
BAC Chairperson

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, **Ministry of Public Order and Safety – BARMM** invites Bids for the **Rehabilitation of Manili Project Cluster 1: “1 – Manili Madrasah”, “2 – Manili Massacre Memorial Site”, “3 – 30 Units Solar St. Lights”, “4 – 120 LN. M. Chain Link Fence”**, with Project Identification Number **PBD No.: MPOS-BARMM-CW-2021-004**.

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 **GAAB FY 2021** in the amount of **P 7,894,428.95**.

2.2. The source of funding is:

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

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

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

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions

at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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:
[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
 - b. Subcontracting is not allowed.
- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterion stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
 - 7.3. 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 the specified date and time and either at its physical address MPOS-BARMM, Conference Room, 2/F, Givfrell Bldg, Gov. Gutierrez Ave., Cotabato City as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. *Payment of the contract price shall be made in:*
 - a. Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

| ITB Clause | | | | | | | | | | | | | | | | | | | | | | |
|----------------------|---|----------------------------|---------------------------|----------------------------|------------------|--|---|------------------|--|---|--------------------|--|---|----------------------|--|---|-----------------|--|---|-----------------|--|---|
| 5.2 | For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Building: Construction of Manili Madrasa”, “2 – Manili Memorial Marker”, “3 – 30 Units Solar St. Lights”, “4 – 120 Ln. M. Chain Link Fence | | | | | | | | | | | | | | | | | | | | | |
| 7.1 | <i>[Specify the portions of Works and the maximum percentage allowed to be subcontracted, which shall not be significant or material components of the Project as determined by the Procuring Entity.]</i> None | | | | | | | | | | | | | | | | | | | | | |
| 10.3 | <i>[Specify if another Contractor license or permit is required.]</i> No Further instruction | | | | | | | | | | | | | | | | | | | | | |
| 10.4 | The key personnel must meet the required minimum years of experience set below: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: left;"><u>General Experience</u></th> <th style="text-align: left;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td></td> <td></td> </tr> <tr> <td>Project Engineer</td> <td></td> <td></td> </tr> <tr> <td>Materials Engineer</td> <td></td> <td></td> </tr> <tr> <td>Construction Foreman</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Skilled Labor</td> <td></td> <td style="text-align: center;">5</td> </tr> <tr> <td>Unskilled Labor</td> <td></td> <td style="text-align: center;">5</td> </tr> </tbody> </table> | <u>Key Personnel</u> | <u>General Experience</u> | <u>Relevant Experience</u> | Project Manager | | | Project Engineer | | | Materials Engineer | | | Construction Foreman | | 1 | Skilled Labor | | 5 | Unskilled Labor | | 5 |
| <u>Key Personnel</u> | <u>General Experience</u> | <u>Relevant Experience</u> | | | | | | | | | | | | | | | | | | | | |
| Project Manager | | | | | | | | | | | | | | | | | | | | | | |
| Project Engineer | | | | | | | | | | | | | | | | | | | | | | |
| Materials Engineer | | | | | | | | | | | | | | | | | | | | | | |
| Construction Foreman | | 1 | | | | | | | | | | | | | | | | | | | | |
| Skilled Labor | | 5 | | | | | | | | | | | | | | | | | | | | |
| Unskilled Labor | | 5 | | | | | | | | | | | | | | | | | | | | |
| 10.5 | The minimum major equipment requirements are the following: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: left;"><u>Capacity</u></th> <th style="text-align: left;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>One-bagger Mixer</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Bar Cutter</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Compactor</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Concrete Vibrator</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Welding Machine</td> <td></td> <td style="text-align: center;">1</td> </tr> </tbody> </table> | <u>Equipment</u> | <u>Capacity</u> | <u>Number of Units</u> | One-bagger Mixer | | 1 | Bar Cutter | | 1 | Compactor | | 1 | Concrete Vibrator | | 1 | Welding Machine | | 1 | | | |
| <u>Equipment</u> | <u>Capacity</u> | <u>Number of Units</u> | | | | | | | | | | | | | | | | | | | | |
| One-bagger Mixer | | 1 | | | | | | | | | | | | | | | | | | | | |
| Bar Cutter | | 1 | | | | | | | | | | | | | | | | | | | | |
| Compactor | | 1 | | | | | | | | | | | | | | | | | | | | |
| Concrete Vibrator | | 1 | | | | | | | | | | | | | | | | | | | | |
| Welding Machine | | 1 | | | | | | | | | | | | | | | | | | | | |
| 12 | <i>[Insert Value Engineering clause if allowed.]</i> No Further instruction | | | | | | | | | | | | | | | | | | | | | |
| 15.1 | The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit. b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond. | | | | | | | | | | | | | | | | | | | | | |
| 19.2 | Partial bids are allowed, as follows: <i>[Insert grouping of lots by specifying the items and the quantity for every identified lot.]</i> No Further instruction | | | | | | | | | | | | | | | | | | | | | |
| 20 | <i>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]</i> No Further instruction | | | | | | | | | | | | | | | | | | | | | |
| 21 | Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling. | | | | | | | | | | | | | | | | | | | | | |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 2 | <i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i> No Further instruction |
| 4.1 | <i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i> No Further instruction |
| 6 | The site investigation reports are: <i>[list here the required site investigation reports.]</i> No Further instruction |
| 7.2 | <i>[Select one, delete the other.]</i> <i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years. <i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years. <i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) 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 10 days of delivery of the Notice of Award. |
| 11.2 | The amount to be withheld for late submission of an updated Program of Work is 1% of the Contract Amount. |
| 13 | The amount of the advance payment is <i>15% of the total contract price.</i> |
| 14 | <i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment. |
| 15.1 | The date by which operating and maintenance manuals are required is <i>[date]</i> . The date by which “as built” drawings are required is <i>before final billing.</i> |
| 15.2 | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> . |

Section VI. Specifications

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.

Section VII. Drawings

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

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

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

Daywork Schedule

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

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

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

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

Signature Box

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

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

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
And
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; **and**

- (l) Duly signed and notarized Affidavit of compliance with existing labor laws and standards; **and**
- (m) Duly signed and notarized Affidavit of compliance with responsibilities under RA 9184, IRR-A, Section 17.7.1; **and**
- (n) Duly signed authority of the Bidders representative of SPA in compliance with D.O. 176, series of 2003; **and**
- (o) Duly signed Construction Schedule and S-Curve; **and**
- (p) Duly signed Construction Methods; **and**
- (q) Duly signed Manpower Schedule; **and**
- (r) Duly signed Equipment Utilization Schedule; **and**
- (s) Duly signed Construction Safety and Health Program; **and**
- (t) Official Receipt – photocopy (bidding Documents)

Financial Documents

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

Class “B” Documents

- (w) 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

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

Other documentary requirements under RA No. 9184

- (y) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (z) 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**
- (aa) Cash Flow by Quarter.

> Submission of soft copy (e-copy) of financial proposal for evaluation purposes

Bid Form

Date: _____

IAEB¹ N°: _____

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;0
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered in item (d) below is: *[insert information]*; (amount in words and in figures)

The discounts offered and the methodology for their application are: *[insert information]*; (amount in words and in figures)

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

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

- (i) We understand that you are not bound to accept the Lowest Evaluated Bid or any other Bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Form of Contract Agreement

THIS CONTRACT AGREEMENT FOR THE MANILI REHABILITATION PROJECTS CLUSTER A: “1 – MANILI MADRASA”, “2 – MANILI MASSACRE MEMORIAL SITE”, “3 – 30 UNITS SOLAR ST. LIGHTS”, “4 – 120 LN. M. CHAIN LINK FENCE” made and entered into this ____ day of _____, at 2/F Givfrell Building, Gov. Gutierrez Ave., Cotabato City, by and between:

(**NAME OF CONTRACTOR**), an agency organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at (*Address of the Contractor*), represented in this transaction by (**NAME OF AUTHORIZED REPRESENTATIVE**), who is authorized to represent it in this transaction, herein referred to as the “**Contractor**”;

-and-

MINISTRY OF PUBLIC ORDER AND SAFETY (MPOS), a government agency organized and existing under and by virtue of the laws of the Republic of the Philippines, with Regional Office at Don Teodoro V. Juliano Avenue, Cotabato City, hereunder referred to as the “**Entity**” and represented in this transaction by its Minister, **HUSSIEN P. MUÑOZ**, who is duly authorized to represent the Agency;

-WITNESSETH-

WHEREAS, the **Entity** is desirous that the **Manili Rehabilitation Projects Cluster A: “1 – Manili Madrasah”, “2 – Manili Massacre Memorial Site”, “3 – 30 Units Solar St. Lights”, “4 – 120 LN. M. Chain Link Fence”** (hereinafter called the “**Works**”) be implemented/undertaken and the Entity has accepted the Bid for (**Contract Price in words and figures**) by the **Contractor** for the execution and completion of such Works and the remedying of any defects therein;

NOW, THEREFORE, for and in consideration of the foregoing premises and on the mutual covenants and stipulations herein set forth, the PARTIES hereby agree, as follows:

1. That in this instrument, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to;
2. That the following shall be deemed to form, and be read and construed as part of this Contract, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Technical Specifications;
 - (d) Invitation to Apply for Eligibility and to Bid;
 - (e) Instruction to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins;
 - (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as Annexes;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Credit line issued by a licensed bank, if any;
 - (l) Notice of Award of Contract and the Bidder’s Conforme thereto;
 - (m) Other contract documents required by existing laws and/or the Entity.
3. That in consideration of the payments to be made by the **Entity** to the **Contractor** as hereinafter mentioned, the **Contractor** hereby covenants the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The **Entity** hereby covenants to pay the **Contractor** in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
5. WHEREAS, the whole WORKS in this PROJECT thereto have caused this CONTRACT shall be completed within **ONE HUNDRED TWENTY (120) DAYS** with the provisions of R.A. 9184.

IN WITNESS WHEREOF, the PARTIES, hereto have caused this instrument to be signed by their duly authorized representatives at the place and date first above written.

By: (Contractor) **MINISTRY OF PUBLIC ORDER & SAFETY** (Entity)

Proprietor / Authorized Representative **HUSSIEN P. MUÑOZ**
Minister

SIGNED IN THE PRESENCE OF:

Certified Funds Available:

JULKHAIRA O. PANGARINTAO, CPA
Accountant III

ALAMINAH M. DIMALUTANG, CPA
Budget Officer III

ACKNOWLEDGEMENT:

BEFORE ME personally appeared NAME OF CONTRACTOR'S REPRESENTATIVE with _____ ID No. _____ issued on _____ at _____ and Minister HUSSIEN P. MUÑOZ with Employment ID No. _____ issued on at _____, the same persons who executed the foregoing acknowledgement and they acknowledged to me the same is their free act is their free act and deed.

This instrument consists of two (2) pages including in this page wherein the acknowledgement is written and duly signed by the herein parties together with their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ at _____, Philippines.

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

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

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY OF COTABATO) 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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

3. *[Name of Bidder]* is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. **Select one, delete the rest:**

If a sole proprietorship: I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the **Manili Rehabilitation Projects Cluster A: “1 – Manili Madrasah”, “2 – Manili Massacre Memorial Site”, “3 – 30 Units Solar St. Lights”, “4 – 120 LN. M. Chain Link Fence”.**
9. (Name of the Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder’s Representative/Authorized Signatory

* This form will not apply for WB funded projects.

REPUBLIC OF THE PHILIPPINES)
CITY OF COTABATO) S.S.

BID-SECURING DECLARATION

**MANILI REHABILITATION PROJECTS CLUSTER A: “1 – MANILI MADRASA”,
“2 – MANILI MASSACRE MEMORIAL SITE”, “3 – 30 UNITS SOLAR ST.
LIGHTS”, “4 – 120 LN. M. CHAIN LINK FENCE”
(PBD No.: MPOS-BARMM-CW-2021-004)**

To: HUSSIEN P. MUÑOZ
Minister
Ministry of Public Order and Safety - BARMM
Cotabato City

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, if I/we have committed any of the following actions:
 - (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or

 - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

(b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

(c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and 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 _____, 2016 at Cotabato City, Philippines.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this __ day of _____, 2016 at Cotabato City, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this __ day of _____, 2016.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. ____

Page No. ____

Book No. ____

Series of 2016

Construction Schedule and S-Curve

Contract : _____

Location : _____

| Pay Item No. | Pay Item Description | Month 1 | | | | Month 2 | | | | Month 3 | | | | Month 4 | | | | Month 5 | | | | Month 6 | | | | Month 7 | | | | Month 8 | | | | | | | |
|--------------|----------------------|---------|---|---|---|---------|---|---|---|---------|---|---|---|---------|---|---|---|---------|---|---|---|---------|---|---|---|---------|---|---|---|---------|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
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Submitted by:

Name and Signature of Bidder's Representative

Date: _____

Position

Name of Bidder

CONSTRUCTION METHODS
OUTLINE OF NARRATIVE DESCRIPTION

1.0 INTRODUCTION

Refer to the Bidding Documents, etc.

2.0 BRIEF DESCRIPTION OF CONTRACT WORKS

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

3.0 CONSTRUCTION METHODS AND PROCEDURES

3.1 Methodology or General Approach

State the general approach in construction in terms of the use of equipment-intensive or labor-based methods, any special techniques, methods or procedures to ensure completion on time and quality of the materials, workmanship, and completed structure, according to the approved specifications and drawings/plans.

Submitted by:

Name and Signature of Bidder's Representative

Date: _____

Position

Name of Bidder

CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT

Submit a copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to it. Indicate in the chart the names of the Project Manager, Project Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foremen, and other Key Engineering Personnel.

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

Name and Signature of Bidder's Representative

Date: _____

Position

Name of Bidder

MANPOWER UTILIZATION SCHEDULE

| Category | Month | | | | | | | | | | | |
|----------|-------|---|---|---|---|---|---|---|---|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
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Submitted by:

Name and Signature of Bidder's Representative

Date: _____

Position

Name of Bidder

LIST OF CONTRACTOR'S EQUIPMENT PLEDGED TO THE CONTRACT

Business Name : _____
 Business Address : _____

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

Minimum equipment requirements for the contract as prescribed in the Bid Data Sheet:

Name and Signature of Bidder's Representative
 Date: _____
Position
Name of Bidder

EQUIPMENT UTILIZATION SCHEDULE

| Category / Equipment | Month | | | | | | | | | | | |
|----------------------|-------|---|---|---|---|---|---|---|---|----|----|----|
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Submitted by:

Name and Signature of Bidder's Representative
 Date: _____
Position
Name of the Bidder

CONTRACTOR'S CONSTRUCTION SAFETY AND HEALTH PROGRAM

To: *Name of the BAC Chairman*
Chairman, Bids and Awards Committee
Name of Procuring Entity
Address

Pursuant to the provisions of Section 25.3 of the Implementing Rules and Regulations Part A of RA 9184 and in accordance with the provisions of Section 5 of Department Order No. 13, series of 1998, of the Department of Labor and Employment (DOLE), we hereby submit to you, as part of the Technical Proposal of our bid for the abovementioned contract, this Construction Health and Safety Program which, once approved by the Department of Health, shall be implemented by us for the said contract if it is awarded to us.

1. Construction Safety and Health Committee: *State the composition of the Contractor's Construction Safety and Health Committee, if one has been formed. Otherwise, state an undertaking of the Contractor to organize such committee and appoint its members before the start of construction work at the project site.*
2. Specific Safety Policies: *State the specific safety policies which the Contractor undertakes to observe and maintain in its construction site, including the frequency of and persons responsible for conducting toolbox and gang meetings.*
3. Penalties and Sanctions: *State the penalties and sanctions for violations of the Construction Safety and Health Program.*
4. Training: *State the frequency, content and persons responsible for orienting, instructing, and training all workers at the site with regard to the Construction Safety and Health Program under which they operate.*
5. Waste Disposal: *State the manner of disposing waste arising from the construction.*

The Construction Safety and Health Program shall be executed and verified by the Contractor's Project Manager and shall be submitted to the Bureau of Working Conditions of the DOLE which may approve, disapprove or modify the same according to existing laws, rules and regulations and other issuances of the DOLE.

Submitted by:

Name and Signature of Authorized Officer of the Bidder

Position

AFFIDAVIT OF COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS

I, Name of Bidder's Representative, of legal age, civil status, Filipino, residing at address, after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the Position in the Bidder's Firm of Name of the Bidder;
2. That our firm/company shall comply with the existing labor laws and standards, rules and regulations of the Department of Labor and Employment (DOLE) in connection with the implementation of the project.
3. That, if our firm/company violates any rule or regulation prescribed by the DOLE, we will accept the sanctions that may be imposed on our firm/company.
4. That I am making this statement as part of the bidding requirement for the abovementioned contract.

IN FAITH WHEREOF, I hereunto affixed my signature this _____ day of _____ at _____, Philippines.

Name and Signature

Affiant

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

SUBSCRIBED AND SWORN to before me this ____ day of _____ in _____,
Philippines. Affiant exhibiting to me his _____ issued on
_____.

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

**AFFIDAVIT OF COMPLIANCE WITH RESPONSIBILITIES UNDER IRR-A SEC.
17.7.1**

I, Name of Bidder's Representative, of legal age, civil status, Filipino, residing at address,
under oath, hereby depose and say:

1. I am the Position in Bidder's Firm of Name of Bidder and am duly authorized to
make this statement in behalf of Name of Bidder;
2. With regard to the bidding for the abovementioned contract of the Name of Procuring
Entity, in accordance with the provisions of Section 17.7.1 of the Implementing Rules
and Regulations Part A (IRR-A), R.A. 9184, Name of Bidder is attesting that it is
responsible for:
 - a. having taken steps to carefully examine all of the Bidding Documents;
 - b. having acknowledged all conditions, local or otherwise, affecting the
implementation of the contract;
 - c. having made an estimate of the facilities available and needed for the contract to be
bid, if any; and
 - d. having complied with its responsibility on Bid Bulletins (Addenda) as provided for
under IRR-A Section 22.5.1;
3. That I am making this statement as part of the bidding requirement for the abovementioned
contract.

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

Name and Signature

Affiant

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

CASH FLOW BY QUARTER AND PAYMENT SCHEDULE

Contract :

Location:

| PARTICULAR | % WT. | 1ST QUARTER | 2ND QUARTER | 3RD QUARTER | 4TH QUARTER |
|---------------------------|-------|-------------|-------------|-------------|-------------|
| ACCOMPLISHMENT | | | | | |
| CASH FLOW | | | | | |
| CUMULATIVE ACCOMPLISHMENT | | | | | |
| CUMULATIVE CASH FLOW | | | | | |

SUBSCRIBED AND SWORN TO before me this _____, day of _____ 2003, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

(Notary Public)

PTR No. _____

Date & Place _____

TIN _____

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Submitted by:

Name and Signature of Bidder's Representative

Date: _____

Position

Name of Bidder

