# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines
Province of Pampanga



Rehabilitation/Improvement of Guagua Public Market at Sto. Niño, Guagua, Pampanga

PR # 23 - 0994

Sixth Edition July 2020

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# Glossary of Terms, Abbreviations, and Acronyms

**ABC** – Approved Budget for the Contract.

ARCC - Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) preinvestment 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

# Republic of the Philippines

# PROVINCE OF PAMPANGA City of San Fernando

Invitation to Bid No. 2023-35

IG-BAC

# INVITATION TO BID FOR PURCHASE REQUEST NO. 23-1354, 23-0887, 23-1129, 23-0994, 23-1130 and 23-0497

The **Provincial Government of Pampanga ("Province")** intends to apply the following sums from the following funds, as follows:

SOURCE OF FUNDING/YEAR	APPROVED BUDGET FOR THE CONTRACT (ABC)	PURCHASE REQUEST NUMBER	DESCRIPTION
General Fund	1,099,010.84	#23-1354	To supply labor, materials and necessary equipment for the Construction of the Permanent Bunkhouse of the Provincial Seedling Nursery at San Jose Mitla, Porac, Pampanga.
General Fund	5,449,630.37	#23-0887	To supply labor, materials and necessary equipment for the Improvement/Concreting of Barangay Road with Box Culvert at Sto. Domingo, Lubao, Pampanga.
General Fund	5,047,505.69	#23-1129	To supply labor, materials and necessary equipment for the Concreting of Farm to Market Road at San Juan Bańo, Arayat, Pampanga.
General Fund	12,224,040.25	#23-0994	To supply labor, materials and necessary equipment for the Rehabilitation/Improvement of Guagua, Public Market at Sto Nińo, Guagua, Pampanga.
General Fund	10,798,680.66	#23-1130	To supply labor, materials and necessary equipment for the Improvement/Concreting of Farm to Market Road at Salapungan, Candaba, Pampanga.

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

1. The **Province** invites bids for the foregoing projects. Completion of the Works is required as follows:

PURCHASE REQUEST NUMBER	EXPECTED CONTRACT DURATION
#23-1354	90 CALENDAR DAYS FROM RECEIPT OF NOTICE TO PROCEED
#23-0887	120 CALENDAR DAYS FROM RECEIPT OF NOTICE TO PROCEED
#23-1129	90 CALENDAR DAYS FROM RECEIPT OF NOTICE TO PROCEED
#23-0994	105 CALENDAR DAYS FROM RECEIPT OF NOTICE TO PROCEED
#23-1130	180 CALENDAR DAYS FROM 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. Instruction to Bidders.

- 2. 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.
- 3. Interested bidders may obtain further information from the **Province** and inspect the Bidding Documents at the **Bids and Awards Committee** (BAC) Secretariat Office, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga between 8:00 A.M. to 5:00 P.M.
- 4. A complete set of Bidding Documents may be acquired by interested Bidders on April 20, 2023 (Monday) between 8:00 A.M. to 5:00 P.M. up to May 10, 2023 (Wednesday) until 8:00 A.M. only from the address above and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts:

PURCHASE REQUEST NUMBER	ABC	AMOUNT
#23-1354	1,099,010.84	5,000.00
#23-0887	5,449,630.37	10,000.00
#23-1129	5,047,505.69	10,000.00
#23-0994	12,224,040.25	25,000.00

#23-1130	10,798,680.66	25,000.00

- 5. The Province will hold a Pre-Bid Conference on April 28, 2023 (Wednesday), 10:00 A.M. at the Bids and Awards Committee (BAC) Session Hall, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga, which shall be open to prospective bidders.
- 6. Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat Office thru manual submission at Ground Floor, Provincial Capitol, City of San Fernando, Pampanga on or before 8:30 A.M. of May 10, 2023 (Wednesday). Late bids shall not be accepted
- 7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 16**.
- 8. Opening of bids will be on May 10, 2023 (Wednesday), 10:00 A.M. at the Bids and Awards Committee (BAC) Session Hall, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga. Bids will be opened in the presence of the bidders' representatives who choose to attend at the activity.
- 9. Online bid submission is not applicable.
- 10. The **Province** reserves the right to accept or reject any and all bids, declare a failure 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 hereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

ATTY. CECIL L. ANDIN Chairperson - Bids and Awards Committee (BAC) Secretariat BAC Secretariat Office, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga

13. You may visit the following websites:

For downloading of Bidding Documents: www.pampanga.gov.	ล.ตด <i>ง</i> .r	www.namnanga	Documents:	Bidding	loading of	or down	I
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April 19, 2023

SGD FRANCIS V. MASLOG Vice-Chairman Bids and Awards Committee

Section II. Instructions to Bidders

# 1. Scope of Bid

The Procuring Entity, PROVINCIAL GOVERNMENT OF PAMPANGA invites Bids for the supply labor, materials and necessary equipment for the **Rehabilitation/Improvement of Guagua Public Market at Sto. Niño, Guagua, Pampanga**, with Project Identification Number **PR # 23 - 0994**.

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 <u>CY 2023</u> in the amount of <u>Php 12,224,040.25.</u>

### 2.2. The source of funding is:

a. General Fund

# 3. Bidding Requirements

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

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

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

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

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

# 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184. A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

# 6. Origin of Associated Goods

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

### 7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address 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 tradable 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 for **one hundred twenty (120) calendar days from the opening of bids**. 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  ${\bf IB}$ .

# 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

# **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:		
	Construction/Improvement of multi-purpose building/structure.		
10.4	The key personnel must meet the required minimum years of	experience set below:	
	Key Personnel Relevant Ex	perience	
	Project Manager/Engineer 5 ye	ears	
	General Foreman 8 ye	ears	
10.5	The minimum major equipment requirements are the following		
	Description	Quantity	
	Elf Truck/Cargo Truck	1	
	Welding Machine	1	
	One Bagger Mixer	1	
	Plate Compactor	1	
	Concrete Vibrator	1	
15.1 The bid security shall be in the form of a Bid Securing Declaration or any of the		claration or any of the following	
	forms and amounts:	C : ( 1:1	
	a. The amount of not less than <b>2% of the ABC</b> , 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 <b>5% of the ABC</b> if bid s	ecurity is in Surety Bond.	
19.2	Partial bid is not allowed.		
20	No additional permits and licenses required.		
21	Additional Contract Documents are as follows using prescribe	ed formats in IX. Bidding Forms,	
	and are to be submitted ten (10) Calendar days from the receipt of Notice of Award;		
	a. Manpower Schedule		
	b. Equipment Utilization Schedule		
	c. Construction Schedule and S-Curve		
	d. Construction Method in Narrative Form		
	e. Duly Signed Construction Safety and Health		
	f. Detailed Unit Price Analysis (DUPA) of the B	id.	

# Section IV. General Conditions of Contract

# 1. Scope of Contract

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

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

# 2. Sectional Completion of Works

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

### 3. Possession of Site

- 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

# **Special Conditions of Contract**

GCC Clause	
2	Not applicable.
4.1	The Procuring Entity shall give possession of all parts of the site to the contractor
	from the date of receipt of the Notice-to-Proceed (NTP).
6	No additional site investigation reports are required.
7.2	Warranty against Structural Defects is: 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 <b>ten</b> (10) calendar days of delivery of the Notice of Award.
11.2	None.
13	The amount of the advance payment is 15% of the total contract price.
14	Materials and equipment delivered on the site but not completely put in place shall be
	included for payment.
15.1	The date by which "as built" drawings are required is <b>upon submission of final</b>
	request for billing.
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 the total amount of the remaining
	unpaid cost of the contract.

# Section VI. Specifications

All applicable works shall be governed by the latest edition DPWH STANDARD SPECIFICATIONS FOR PUBLIC WORKS STRUCTURES (BUILDINGS, PORTS AND HARBORS, FLOOD CONTROL AND DRAINAGE STRUCTURES AND WATER SUPPLY SYSTEMS) and/or DPWH STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND HIGHWAYS (HIGHWAYS, BRIDGES AND AIRPORTS)

# Section VII. Drawings

All related Plans and Drawings are available for inspection at the BAC Secretariat Office, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga. Related plans and drawings shall be provided to the prospective bidder upon purchase of the bidding documents.

# Section VIII. Bill of Quantities

# BIDS AND AWARDS COMMITTEE [ BAC ] - PROVINCIAL GOVERNMENT OF PAMPANGA Capitol Bldg., Sto.Nino, City of San Fernando, Pampanga

Sir/Madam:	
In connection with the bidding schedule on	: To supply labor, materials and necessary
equipment for the Rehabilitation/Improvement of Guagua Public	Market at Sto. Niño, Guagua, Pampanga: I/We, in
conformity with all the approved plans and specifications that	are to be supplied and installed/constructed describe
hereunder, quote the following :	

ITEM NO.	DESCRIPTION	QΤΥ	UNIT	UNIT PRICE (in Pesos)	TOTAL (in Pesos)
PART II	OTHER GENERAL REQUIREMENTS				
B.1	Office, Shops, Stores and Workmens Accomodation for Contractor	1.00	L.s.		
B.5	Project Billboard / Signboard	1.00	ea		
B.7(2)	Occupational Safety and Health Program	1.00	L.s.		
B.9	Mobilization / Demobilization	1.00	L.s.		
PART III	CIVIL, MECHANICAL, ELECTRICAL AND SANITARY/PLUMBING WORKS				
PART A	EARTHWORK				
800(1)	Clearing and Grubbing	1600.00	m²		
801(1)	Removal of Structures and Obstruction	1.00	L.s.		
802(1)	Unsuitable Excavation	2.56	m³		
804(1)b	Embankment from Borrow	19.92	m³		
PART B	PLAIN AND REINFORCED CONCRETE WORK				
900(1)c2	Structural Concrete for Slab and footings (Class A, 28 days)	59.08	m³		
900(1)c1	Structural Concrete (Ready Mix Concrete, Class A, 28 days)	160.00	m³		
902(1)a	Reinforcing Steel (Deformed) for One-Storey, Grade 40	7175.47	kg		
903(1)	Formworks and Falseworks	1.00	L.s.		
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	Class A, 20 days)
902(1)a	Reinforcing Steel (Deformed) for One-Storey, Grade 40
903(1)	Formworks and Falseworks
Signature Box	:
	Authorized Signatory

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in Pesos)	TOTAL (in Pesos)
PART C	FINISHINGS AND OTHER CIVIL WORKS				
C.1 Masonry	v Works				
1046(2)a3	125 mm CHB Non Load Bearing (including Reinforcing Steel)	385.53	m²		
C.2 Fabricat	ed Materials				
503(2)	Metals Frames and Grating	2406.20	kgs		
1003(1)a1	Fiber Cement Board	110.40	m²		
1004(2)	Finishing Hardware	1.00	L.s.		
	a. Piano Hinges b. Door Knob c. Acrylic Board 1.5 mm thk. (Transparent) d. 6' x 20' Welded Wire Mesh #6	рс рс рс рс	250.00 10.00 63.00 8.00		
1047(2)a	Structural Steel (Angle Bar)	7816.50	kgs		
1047(2)b	Structural Steel (Tubular)	565.20	kgs		
1051(1)	38 mm Ø Galvanized Iron Pipe	612.00	m		
1051(1)	25 mm Ø Galvanized Iron Pipe	312.00	m		
1014(1)b2	Prepainted Metal Sheets (Plain 0.5 mm thk)	735.00	m²		
C.3 Finishing	ı Works				
1027(1)	Cement Plaster Finish (Class B, 12 mm thk)	575.52	m²		
1018(2)	Unglazed Tiles (0.40 m x 0.40 m Tiles)	275.40	m²		
1018(2)	Unglazed Tiles (0.20 m x 0.30 m Tiles)	159.84	m²		
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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in Pesos)	TOTAL (in Pesos)
C.4 Painting	y Works				
1032(1)a	Painting Works (Masonry/Concrete)	575.52	m²		
1032(1)c	Painting Works (Steel)	1776.00	m²		
C.6 Plumbin	g / Sanitary Works				
1001(11)	Septic Vault (Concrete/CHB)	1.00	L.s.		
1001(8)	Sewer Line Works	1.00	L.s.		
	a. 4" Ø PVC Pipes (Series 600)	m	15.00		
	b. 4" Ø Elbow	ea	2.00		
	c. 4" clean-out	ea	2.00		
1002(4)	Plumbing Fixtures	1.00	L.s.		
	a. Water Closet with complete accessories & fittings, Tissue Holder & Soap Holder	sets	3.00		
	b. Urinal (0.8 gpf) w/ Flush Valve w/ complete accessories & fittings	sets	2.00		
	c. Bidet Washer w/ Flexible Metallic Hose & complete accessories &fittings	рс	3.00		
	d. Faucet	рс	204.00		
1002(24)	Cold Water Lines	1.00	L.s.		
1001(1.)		1.00			
	a. 32mm Ø PPRC Pipe x 3.00 m	m	47.00		
	b. 20mm Ø PPRC Pipe x 3.00 m	m	204.00		
	c. 32 mm Ø x 20mm Ø Tee	рс	204.00		
	e. 20mm Ø Tee	рс	204.00		
	f. 32 mm Ø Elbow g. 20mm Ø Elbow	pc	204.00		
	i. 20mm Ø Coupling	pc	204.00 204.00		
	j. Gate Valve	pc pc	204.00		
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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in Pesos)	TOTAL (in Pesos)
PART D	ELECTRICAL WORKS				
1100(10)	Conduit, Boxes, and Fittings (Conduit Works/Conduit Rough-in)	1.00	L.s.		
	a.RSC Pipe 15 mm Ø	m	1,990.00		
	b.RSC Pipe 20 mm Ø	m	663.00		
	c.RSC Pipe 25 mm Ø	m	42.00		
	d.RSC Pipe 65 mm Ø	m	126.00		
	e.Entrance Cap 65 mm Ø	pcs	4.00		
	f.Junction box (octagonal box) with cover	pcs	450.00		
	g.Utility Box	pcs	150.00		
	h.Flexible Conduit 20 mm Ø	m	385.00		
	i.Grounding Rod Copper Clad 20 mm Ø	m	9.00		
	j.Duplex Universal Outlet with ground	set	10.00		
	k.Suspended Conduit Hanger	set	490.00		
	I.Meter Base	pcs	250.00		
1101(33)	Wires and Wiring Devices	1.00	L.s.		
	a. 80 mm² THHN/THWN-2 Cu. stranded wire	m	450.00		
	b. 50 mm² THHN/THWN-2 Cu. stranded wire	m	15.00		
	c. 22 mm² THHN/THWN-2 Cu. stranded wire	m	61.00		
	d. 14.0 mm² THHN/THWN-2 Cu. stranded wire	m	160.00		
	e. 8.0 mm² THHN/THWN-2 Cu. stranded wire	m	918.00		
	f. 5.5 mm² THHN/THWN-2 Cu. stranded wire	m	1,500.00		
	g. 3.5 mm² THHN/THWN-2 Cu. stranded wire	m	3,300.00		
	h. 2.0 mm² THHN/THWN-2 Cu. stranded wire	m	1,650.00		
	i. Duplex Universal Outlet with ground	sets	35.00		
	j. Single Universal Outlet with ground	sets	1.00		
	k. 3 Gang Switch with LED Set	sets	3.00		
	m. 2 Gang Switch with LED Set	sets	6.00		
	n. 1 Gang Switch with LED Set	sets	281.00		
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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in Pesos)	TOTAL (in Pesos)
1103(1)	Lighting Fixtures and Lamps	1.00	L.s.		
	a.2-18W T8 LED Fluorescent Lamp (Dustproof, recessed/surface mount)	set	115.00		
	b.1-18W T8 LED Fluorescent Lamp (Dustproof, recessed/surface mount)	set	5.00		
	c.12W LED Downlight	set	14.00		
	d.2-3W Rechargable Twinhead Emergency Lamp	set	1.00		
	e12W LED Bulb with Receptacle	set	250.00		
1102(1)	Panelboard with Main and Branch Breaker	1.00	L.s.		
	a. Enclosed Circuit Breaker with Busbar Gutter				
	ECB with Busbar Gutter c/w Lugs, 3Phase, 230V, Bolt-on , Nema 3R, Grounding Terminal and necessary support (refer to Single Line Diagram)	set	1.00		
	1-800AT/800AF, 3P, 85KAIC				
	b. Main Distribution Panel				
	Panelboard (Nema 1), 3Phase, 230V, 4 Branch, Bolt-on c/w Busbar, Ground Terminal, Paint (wall mounted, replacement for existing panel)	set	1.00		
	1- 200AT/100AF, 3P, MCCB, 65KAIC				
	1-150AT/225AF, 2P, 32KAIC				
	1-125AT/225AF, 2P, 32KAIC				
	1-60AT/100AF, 2P, 32KAIC				
	1-SPACE/100AF, 2P				
	c. Enclosed Circuit Breaker with Extended Busbar ar	nd lugs			
	75AT/100AF, 2P, 10KAIC, Nema 1	set	1.00		
	60AT/100AF, 2P, 10KAIC, Nema 1	set	1.00		
	50AT/50AF, 2P, 10KAIC, Nema 1	set	17.00		
	40AT/50AF, 2P, 10KAIC, Nema 1	set	10.00		
	30AT/50AF, 2P, 10KAIC, Nema 1	set	2.00		
	d. 400AT, 2P Circuit Breaker Gutter with Extended Terminal Busbar, Nema1	set	3.00		
	e. Enclosed Circuit Breaker				
	20AT/50AF, 2P, 10KAIC, Nema 1	set	246.00		
	30AT/50AF, 2P, 10KAIC, Nema 1	set	4.00		
	40AT/50AF, 2P, 10KAIC, Nema 1	set	4.00		

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TEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in Pesos)	TOTAL (in Pesos)
1102(10)	Pole Mounted Distribution Transformer (OISC) with Complete Accessories	1.00	L.s.	<del></del>	
	Transformer, 100KVA, Pole Mounted Type,	unit	3.00		
	120/240 Secondary, 7620/13200 Primary				
	Fuse Cutout and Arrester, Class 200	sets	3.00		
	Link Fuse Type K, 10 Amperes	pcs	3.00		
	Crossarm Steel 8ft	pcs	5.00		
	Transformer Hanger, 3 Phase	sets	2.00		
	Ground Rod, 5/8"x10ft, HDG	pc	1.00		
	Ground Clamp	pc	1.00		
	Bolt, Double Arming, 5/8"x20"	pcs	6.00		
	Bolt Machine, 5/8"x14"	рс	1.00		
	Bolt Machine, 5/8"x12"	pcs	2.00		
	Bolt Machine, 1/2"x12"	pcs	3.00		
	Connector Hotline	pcs	6.00		
	Connector, Compression, YHO-150	pcs	20.00		
	Washer, 2-1/4"x2-1/4"	pcs	40.00		
	Wire #8.0mm2 THHN	mtrs	30.00		
	Wire #14.0mm2 THHN	mtrs	20.00		
	Wire #50.0mm2 THHN	mtrs	10.00		
	Wire #125.0mm2 THHN (Bundle of 2 Banking Wire,	mtrs	60.00		
	Connector, Solderless #250.0mm2 THHN	pcs	6.00		
	Conductor, Bare #2/0 ACSR	mtrs	150.00		
	Conductor, Bare #1/0 ACSR	mtrs	50.00		
	Pole, Concrete 40ft, Class 5	pcs	1.00		
	Clamp, Loop Deadend	pcs	6.00		
	Block, Anchor	рс	1.00		
	Guy Grip, Preformed 3/8"	pcs	2.00		
	Bolt, Thimble Eye, Angle Type, 5/8"x10"	pcs	1.00		
	Wire, Guy 3/8"	ft	40.00		
	Wire Ground 3 Strand	ft	40.00		
	Rod Anchor, Threaded 5/8"x7ft	рс	1.00		
	Insulator, Suspension Polymer, 15KV	pcs	6.00		
	Insulator Pin, ANSI 55-5	pcs	3.00		
	Clamp, Strain 20 Bolt #2-#2/0	pcs	6.00		
	Bolt Oval Eye 5/8"x12"	рс	1.00		
	Clevis Swinging W/O Spool	pcs	2.00		
	Insulator Spool ANSI55-2, 3" diameter	pcs	2.00		
	Nut Eye, Conventional 5/8"	pcs	7.00		
	Washer 4"x4"	pcs	1.00		
	Pin Long Shank1" Thread	pcs	3.00		
	Brace, Flat Steel	pcs	10.00		
	Bolt, Carriage 3/8"		10.00		
	Clamp, Pole 10"-12" Diameter	pcs	4.00		
	Clamp, Fole 10 -12 Diameter	pcs	4.00		

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ianatura D					
	Clamp, Pole 10"-12" Diameter	pcs	4.00		
	Bolt, Carriage 3/8"	pcs	10.00		
	Brace, Flat Steel	pcs	10.00		
	Pin Long Shank1" Thread	pcs	3.00		
	Washer 4"x4"	pcs	1.00		
	Nut Eye, Conventional 5/8"	pcs	7.00		

I / We certify that	our bid meets the conditions a	nd requirements of the contract d	ocuments with our total bid
amount:			(in words and figures) to be
completed in	calendar days.		
	F	Printed Name and signature:	
		Designation:	
		Name of Firm :	
		Date:	

# Section IX. Checklist of Technical and Financial Documents



# REPUBLIC OF THE PHILIPPINES Province of Pampanga City of San Fernando

### **BIDS AND AWARDS COMMITTEE**

# CHECKLIST OF TECHNICAL DOCUMENTS FOR THE PROCUREMENT OF INFRASTRUCTURE PROJECTS

TECHNICAL COMPONENT ENVELOPE
Class "A" Documents
Oldos A Doddinents
Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance
with Section 8.5.2 of the IRR;
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
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
Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid;
and
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.
<u>and</u>
Project Requirements, which shall include the following:
<ul><li>a. Organizational chart for the contract to be bid;</li><li>b. List of contractor's personnel to be assigned to the contract to be bid, with their</li></ul>
complete qualification and experience data;
(i) Individual Key Personnel's Bio-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 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.

Class "B" Documents	
(i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No 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 enter into and abide by the provisions of the JVA in the instance that the bid is successful.	
Any missing document/s in the above-mentioned checklist is a ground for outright declaration of "Non-Complia Suppliers and Contractors who will participate in the public bidding of the Province shall submit one (1) origina technical component of its Bid.  [ ] Passed [ ] Failed	



# REPUBLIC OF THE PHILIPPINES Province of Pampanga City of San Fernando

#### **BIDS AND AWARDS COMMITTEE**

## FINANCIAL REQUIREMENT FOR THE PROCUREMENT OF INFRASTRUCTURE PROJECTS

PROJECT:	
BIDDER:	
DATE:	
	FINANCIAL COMPONENT ENVELOPE
Financial Envelope:	Shall contain the following information/documents and shall be opened only if the bidder has
	complied with the requirements in the the technical envelope.
5.1.5	
Bid Form	_
	(n) Original of duly signed and accomplished Financial Bid Form;
	<u>and</u>
Other documentary re	<u>quirements under RA No. 9184</u>
	(o) Original of duly signed Bid Prices in the Bill of Quantities;
	<u>and</u>
	(p) Duly accomplished Detailed Estimates, including a summary sheet indicating the unit
	prices of construction materials, labor rates, and/or equipment rentals used in coming up
	with the Bid;
	<u>and</u>
	(q) Cash flow by the quarter.
Any missing docum	nent/s in the above-mentioned checklist is a ground for outright declaration of "Non-Compliance".
Suppliers and Cont	ractors who will participate in the public bidding of the Province shall submit one (1) original of the
technical compone	nt of its Bid.
г	1 Passed [ 1 Failed

## Annex A. Bidding Forms

#### 1. Financial Bid Form

#### 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:

- 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;
- 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 guidelines<sup>12</sup> for this purpose;
- 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;
- 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
- We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute

and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

 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:	

#### 2. Bid Securing Declaration Form

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:

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

#### 3. Form of Contract Agreement

#### CONTRACT AGREEMENT

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

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to
- The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    - Drawings/Plans;
    - Specifications:
    - iii. Bill of Quantities:
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- In consideration for the sum of [total contract price in words and figures] or such
  other sums as may be ascertained, [Named of the bidder] agrees to [state the
  object of the contract] in accordance with his/her/its Bid.

 The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

#### Acknowledgment

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

#### 4. Form of Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES	)
CITY/MUNICIPALITY OF	) S.S.

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- [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];

[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;
- 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;
- [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
- [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract:
  - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- [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,	l 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]

#### 5. Form of Performance Securing Declaration

REPUBLIC OF THE PHILIPPINES)	
CITY OF	) S.S

#### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- I/We accept that: I/we will be automatically disqualified from bidding for any
  procurement contract with any procuring entity for a period of one (1) year for the first
  offense, or two (2) years for the second offense, upon receipt of your Blacklisting
  Order if I/We have violated my/our obligations under the Contract;
- I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

### 6. NFCC Computation

Contract ID:
Contract :
NET FINANCIAL CONTRACTING CARACITY (NECC)
NET FINANCIAL CONTRACTING CAPACITY (NFCC)
NFCC = [(Current assets minus current liabilities) (K)] 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 for this Project.
Where : K = 15
Cub without Du .
Submitted By :
Designation: Name of Firm:
Data:

### 7. Statement of Single Largest Contract (SLCC)

Contract ID :					
	STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)	ARGEST COMPLETED O	ONTRACT (SLCC)		
Name of Project	Project Description	Contract Amount	Owner/Implementing Agency	Date Finished	Remarks
		Ф			
Submitted by :					
Printed Name & Signature :		ı			
Name of Firm:					
. חמוה		ı			
Note : 1. Prospective bidder must have completed a similar cotract to be bid within the last ten (10) years and must be atleast fifty percent (50 %) of the ABC.	ed a similar cotract to be bid wit	thin the last ten (10) ye	<b>ars</b> and must be atleast $f$	ifty percent (50 %)	of the ABC.

3. Contractors under Small A and B categories without similar experience may be allowed to bid if the cost of such contract is not more than the Allowable

2. Attach Certificate of Completion or Acceptance from Implementing Agency/Project Owner.

Range of Contract Cost (ARCC) of their PCAB Registration.

### **8.** List of On-Going Government and Private Contracts

Contract ID : Contract :							
	LIST OF ALL ON-GO	LIST OF ALL ON-GOING GOVERNMENT & PRIVATE CONTRACTS (incl. contracts awarded but not yet started)	RIVATE CONTRACTS (	incl. contracts aw	arded but not ye	t started)	
p. a	Name of Contract and Project Cost	Owner	Nature of Work	Bidders Role (%)	a. Date Start b. Target	% Completion	Value of Outstanding Works
			On-Going				
					a. b.		١.
					a. D.		۰,
		4	Awarded but not yet started	rted			
					a. b.		٠,
					a. b.		,
						Total Cost :	٠,
	Submitted by :						
	Printed Name & Signature						
	Designation :						
	Name of Firm :						
	Date :						

### 9. Organizational Chart for the Contract

ct ID : ct :	CONTRACTOR/S ORGANIZATIONAL CHART FOR THE CONTRACT
	CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT
Contro	t Copy of the Organizational Chart that the Contractor intends to use to execute th act if awarded to him. Indicate in the chart the names of all Key Personnel (see Min ower Requirment under BDS Clause 12.1(b)(ii.2))
	Attached the required Proposed Organizational Chart for the Contract
	Attached the required Proposed Organizational Chart for the Contract
itted Ru	/:
nation	:

### 10. List of Equipment, Pledge to the Proposed Contract

Contract ID :							
	EQUIPMENT, OW	LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENTS, PLEDGE TO THE PROPOSED CONTRACT	D/OR UNDER PURC	HASE AGREEMENTS	, PLEDGE TO THE P	ROPOSED CONTRA	5
Name of Firm : Address :							
Desciption	Model, Year	Capacity	Plate No.	Motor No.	Location	Condition	Proof Of Ownership
A. Owned							
B. Leased							
Submitted By :							
Designation :			ı				
Name of Firm :							
Date :							

### 11. List of Key Personnel Proposed to be assigned to the Contract

Contract :				
	LIST OF KEY PERSON	LIST OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT	D TO THE CONTRACT	
Name of Firm :				
Address				
	Position	Position	Position	Position
1. Name				
2 . Address				
3 . Date of Birth				
4 . Employed Since				
5 . Experience (No. of Years)				
6 . Previous Employment				
7 . Education				
8 . PRC License				
Notes :				
- Min. Requirements (see BDS Clause 10.5	use 10.5)			
- Attached Bio-Data and Certificate	- Attached Bio-Data and Certificate of Employment for each Key Personnel (see forms)	onnel (see forms)		
Submitted By:				
Designation :				
Name of Firm :				
Date :				

### 12. Form of Bio-Data for Key Personnel

## KEY PERSONNEL (FORMAT OF BIO-DATA)

1	NI			
1.	Name Date of Birth	:		
3.		·		
3. 4.	Nationality Eduacation and Degrees	·		
5 .	Specialty Specialty			
5. 6.	Registration			
7 .	Length of Service with the Firm			
8.	Years of Experience			
9.	Experience			
<i>,</i> .	Ехрепенее	•		
	Name and Address of E	imployer Length of	of Service	Inclusive Dates
10 .	As (Designation), I supervised the	he following completed pro	ojects;	
	Name of Project	Owner	Cost	Date Completed
Certifi	ed True and Corret :			
		_		
N	Name and Signature of Employee			
	is hereby certified that the above	personnel can be assigned	to this project, if the	e contract is
aw	varded to our company/firm.			
		Submitted By :		
		Designation :		
		Name of Firm :		
		Date :		

### 13. Form of Detailed Estimates

FORM OF DETAILED ESTIMATES
(All Items of Bill of Quantities)

Location :										
Contract ID :										
ITEM NO.	DESCRIPTION	QПУ	UNIT	Materials	Labor and Equipment	Direct Cost	Contractor's OCM and Profit	Тах	Total Cost	Unit Cost
(1)	(2)	(3)	(4)	(5)	(9)	(2)	(8)	(6)	(10)	(11)
						(9) + (5) =	* Z = %	(6) + (8) + (2)=   %5 * [(8)+(2)]=	(6) + (8) + (2)=	= (10) / (3)
(PART No.)	(Part Name)									
	<description of="" scope="" work=""></description>									
	<description of="" scope="" work=""></description>									
<item no.=""></item>	<description of="" scope="" work=""></description>									
	<description of="" scope="" work=""></description>									
(PART No.)	(Part Name)									
	<description of="" scope="" work=""></description>									
	<description of="" scope="" work=""></description>									
	<description of="" scope="" work=""></description>									
	<description of="" scope="" work=""></description>									
	<description of="" scope="" work=""></description>									
Signature Box :	: *									
	Authorized Signatory					Notes on the p	Notes on the preparation of Detailed Estimates:	siled Estimates:		
						- Refer to th	- Refer to the Bill of Quanitites for corresponding Part No., Pay Item,	s for correspondir	ng Part No., Pay li	:em,
Sub	Submitted by:					Description, - Alteration	Description, Unit and Quantity. - Alteration of item specifics from BOQ (i.e., quantity, unit, etc.) shall disqualitfy	/. rom BOQ (i.e., qu	antity, unit, etc.) s	hall disqualitfy
ă	Printed Name and signature :					the Bid.				
	Designation :					- This form	- This form shall be supported by a Detailed Unit Price Analysis (DUPA) using	1 by a Detailed Ur	nit Price Analysis (	DUPA) using
	Name of Firm :					prescribed fo	prescribed form and to be submitted as specified in Section 21 of BDS.	mitted as specifie	d in Section 21 o	'BDS.
	Date:					- Attached	- Attached additional sheets if necessary.	if necessary.		

### 14. Form of Summary of Bid Prices

#### **SUMMARY OF BID PRICES**

Name of Project :			
Location :			
Contract ID :			

Part No.	Description	Total Amount (in Pesos)
	Total Amount	P

Printed Name and signature :
Designation :
Name of Firm :
Date :

Intructions for completing the Summary of Bid Prices:

- ${\bf 1}$  . Part No. enter the "Part No." for each section of the BOQ where unit prices are entered
- 2. Part Description Enter the "Part Description" corresponding to the "Part No."
- 3. Total Amount Enter the "Total Amount" in Pesos for all pages having the same "Part Description".

### 15. Form of Detailed Unit Price Analysis (DUPA)

#### **DETAILED UNIT PRICE ANALYSIS (DUPA)**

Item No./Description	:	
Unit of Measurement	:	
Output per hour	:	

	Designation	No of Dorson	No of House	Haurly Data	Amazunt
A.	Designation Labor	No. of Person	No. of Hours	Hourly Rate	Amount
A.	Labor				
	Sub - Total for A				_
	Name and Capacity	No of Units	No. of Hours	Hourly Rate	Amount
В.	Equipment	110 01 011113	140. 01 110 013	riourly nate	, and are
	Sub - Total for B				-
C.	Total (A + B)				-
D.	Output per Hour				
E.	Direct Unit Cost (C ÷ D)	<u> </u>			-
	Name and Specification	Unit	Quantity	Unit Cost	Amount
F.	Materials				
	Sub - Total for F				=
G.	Direct Unit Cost (E + F)				-
н.	Overhead, Contingencies & Miscellaneous (	OCM)		of G	-
1.	Contractor's Profit (CP)			of G	-
J.	Value Added Tax (VAT)		5%	of (G + H + I)	-
K.	Total Unit Cost			(G + H + I + J)	-

