

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of  
INFRASTRUCTURE  
PROJECTS**

Government of the Republic of the Philippines

**CONSTRUCTION OF RRCY FRONT  
FENCE COMPLETION**

**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) 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***

Department of Social Welfare and Development  
Field Office Caraga  
Capitol Site Compound, Butuan City

## **Invitation to Bid for CONSTRUCTION OF RRCY FRONT FENCE COMPLETION**

1. The *Department of Social Welfare and Development – Field Office Caraga*, through the *General Appropriations Act 2023* intends to apply the sum of **TWO MILLION TWO HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED FIFTY-THREE PESOS ONLY (Php2,236,953.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Construction of RRCY Front Fence Completion**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Department of Social Welfare and Development – Field Office Caraga* now invites bids for the above Procurement Project. Completion of the Works is required within **One Hundred Fifty (150) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from **DSWD Field Office Caraga** and inspect the Bidding Documents at the address given below from *Monday-Friday, 8:00 a.m. to 5:00 p.m.*
5. A complete set of Bidding Documents may be acquired by interested bidders on **December 5, 2023 – December 26, 2023, before 2:00 p.m.** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **FIVE THOUSAND PESOS ONLY (Php5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **and it may be presented in person, by facsimile, or through electronic means**.
6. The *DSWD Field Office Caraga* will hold a Pre-Bid Conference<sup>1</sup> on **December 12, 2023 @ 2:00 p.m.** at the ***Conference Hall, Pahigayon Building, DSWD Field Office Caraga, R. Palma Street, Butuan City*** and/or through videoconferencing/webcasting via *Google Meet*, which shall be open to prospective bidders.

**Google Meet link: [meet.google.com/xoo-vidb-ncv](https://meet.google.com/xoo-vidb-ncv)**

7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address as indicated below, on or before **December 26, 2023 @ 1:30 p.m.** 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 **December 26, 2023 @ 2:00 p.m.** at the given address below and/or through **Google Meet Link: [meet.google.com/xoo-vidb-ncv](https://meet.google.com/xoo-vidb-ncv)**  
Bids will be opened in the presence of the bidders' representatives who choose to attend the activity, face to face or via online.
10. The *DSWD Field Office Caraga* will conduct manual opening of bids at Conference Hall, Pahigayon Building, DSWD Field Office Caraga, R. Palma Street, Butuan City.
11. The *DSWD Field Office Caraga* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

**Bennette Dave C. Calo**

Head - BAC Secretariat

DSWD Field Office Caraga

Capitol Site Compound, Butuan City

Telephone No.: 09176517458

Email Address: [bac.focrg@dswd.gov.ph](mailto:bac.focrg@dswd.gov.ph)

13. You may visit the following websites:

For downloading of Bidding Documents: ***caraga.dswd.gov.ph/category/procurements or notices.philgeps.gov.ph***

**JEAN PAUL S. PARAJES**

Chairperson

Bids and Awards Committee



## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, **DSWD Field Office Caraga** invites Bids for the **CONSTRUCTION OF RRCY FRONT FENCE COMPLETION**, with **Project Identification Number PR No. 23-11-2569**.

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 for **C.Y. 2023** in the amount of ***TWO MILLION TWO HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED FIFTY-THREE PESOS ONLY (Php2,236,953.00)***.

2.2. The source of funding is:

a. General Appropriations Act 2023.

### **3. Bidding Requirements**

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

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

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

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

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

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

## **5. Eligible Bidders**

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

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

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

## **6. Origin of Associated Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

### **a. Subcontracting is not allowed.**

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

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **Conference Hall, Pahigayon Building, DSWD Field Office Caraga, R. Palma Street, Butuan City** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## **11. Documents Comprising the Bid: Financial Component**

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

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

- a. Philippine Pesos.**

## **15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **120 calendar days**. 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 two (2) hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

## **17. Deadline for Submission of Bids**

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

## **18. Opening and Preliminary Examination of Bids**

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

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

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

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

## **20. Post Qualification**

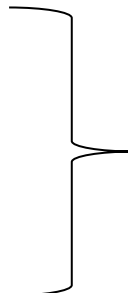
Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and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

## **21. Signing of the Contract**

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

## *Section III. Bid Data Sheet*

### **Bid Data Sheet**

ITB Clause																																									
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Building Construction</i>																																								
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15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <p>a. The amount of not less than <b><u>Php44,739.06</u></b> [ (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <b><u>Php111,847.65</u></b> [ (5%) of ABC] if bid security is in Surety Bond.</p>																																								
19.2	Partial Bids is not allowed. The project shall be rewarded as one contract.																																								

20	Other licenses and permits relevant to the Project and the corresponding law requiring.
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***

### **1. Scope of Contract**

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

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

### **2. Sectional Completion of Works**

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

### **3. Possession of Site**

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

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

### **4. The Contractor's Obligations**

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

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

## **5. Performance Security**

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

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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

## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

## *Section V. Special Conditions of Contract*

<b>GCC Clause</b>	
2	No sectional completion dates specified.
4.1	Within 7 calendar days upon receipt of an approved Notice to Proceed. Full delivery of the possession of the site.
6	The site investigation reports are: <i>Certificate of Site Inspection</i>
7.2	Fifteen (15) years.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <b>10 Calendar days</b> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .
13	The amount of the advance payment not exceed <b>15% of the total contract price and shall recoup in 1<sup>st</sup> and 2<sup>nd</sup> Progress Billing by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.</b>
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is <i>[date]</i> .  The date by which "as built" drawings are required <b>is upon completion of the works.</b>
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 <b>15% of the total contract price.</b>

## *Section VI. Specifications*

**SUBJECT:** TERMS OF REFERENCE AND SPECIFICATIONS  
**PROJECT:** **CONSTRUCTION OF RRCY FRONT FENCE COMPLETION**  
**LOCATION:** RRCY, DSWD COMPOUND, PATIN-AY, AGUSAN DEL SUR  
DEPARTMENT OF SOCIAL WELFARE & DEVELOPMENT  
**OWNER:** - FIELD OFFICE, CARAGA

### **GENERAL CONDITIONS OF PLANS AND SPECIFICATIONS**

The execution of this Specification, Plans and other related Contract Documents shall be subjected to the rules and regulations as provided in the General Conditions of the Contract. The Plans and specifications shall be interpreted by the Procuring Entity and or his/her representative. The Contractor is enjoined to confer with the Procuring Entity on items for clarification before submitting his bid. **No excuses shall be entertained for misinterpretation of the Plans and specifications after the award of contract.** All work as deemed required by the Procuring Entity shall be carried out properly by the Contractor.

A. The Contractor shall consult the Procuring Entity on portion of the work not mentioned in the Specification and not illustrated on the Plans. He shall not work without proper instruction or detailed plans approved by the Procuring Entity, otherwise he shall be responsible for the acceptance of the work done without details. In such case, the Contractor shall make good the work at his own expense.

B. No alteration or addition shall be allowed without the consent and proper documentation approved by the Procuring Entity, even such change is ordered by the Procuring Entity. The Contractor shall bring the case to the Procuring Entity. Request for approval of such changes, alteration, deviation of work shall not be done without the consent of the Procuring Entity. Changes may be presented to the Procuring Entity in the form of shop drawings.

TWO (2) SET of clean Plans and specification shall always be kept at the jobsite to be available to the Procuring Entity or their representative upon his request during the construction.

## **DIVISION 1: GENERAL REQUIREMENTS**

### **1.0 Processing and Securing of Permits and Insurance**

The contractor shall be responsible for securing Contractor's All Risk Insurance & Third- Party Liability and Workman's Compensation Insurance (CARI), and other insurances required by the Local Government Unit (LGU), among others, including payment of assessed fees as may be required by the LGU and/or Regulating Agencies before the implementation of the project. All related documents shall be submitted to the DSWD.

## **DIVISION 2: SCOPE OF WORK**

A. **The Contractor shall conduct thorough inspection of the existing job site conditions.**

B. The scope of work shall include all additions necessary in order to implement the whole set of approved Plans, Working Drawings and Specifications.

C. The Contractor shall secure and do all the legwork necessary for all pertinent permits needed for the Procuring Entity to occupy and use the building,

D. The Contractor shall construct All Architectural, Structural, Electrical, Sanitary/ Plumbing, Mechanical / Fire Protection and Electronic works in accordance with the Plans and Specifications. All items shown on the Plans but not mentioned in the Specifications shall be included. Discrepancies shall be verified with the Procuring Entity.

E. The Contractor shall have a licensed surveyor to locate benchmarks. Shop drawings of stake out plan and actual reference marks shall be verified and approved by the Procuring Entity prior to any permanent construction. He shall refer to the General Nature and Scope of Work and other Bid Documents for more extensive description of the work.

F. The Contractor shall submit details and shop drawings, templates, and schedules required for the coordination of the work of the various trades. Drawings should include information on all working dimensions, arrangement and sectional views, connections and materials.

G. Final Cleaning as Pre-requisite To Final Acceptance: Final cleaning of the work shall be employed by the General Contractor prior to the Procuring Entity's final inspection for certification of final acceptance. Final Cleaning shall be applied on each surface or unit of work and shall be of condition expected for a first-class building cleaning and maintenance program.

H. The Contractor shall be responsible for the safety and safe working practices of its respective employees, servants and agents.

I. The Procuring Entity may at any time without invalidating the Contract

make changes by altering, adding to or deducting from the work as covered by the drawings, specifications, and general scope in written instructions. Provisions under General Conditions of the contract cover such circumstances.

### **DIVISION 3: SITE WORK**

1. Site Clearing: Protection and/or removal of existing structures and earth mounds with the approval from the Procuring Entity.

2. Removal of improvements above and below grade necessary to permit construction and other work as indicated. Rubbish shall be legally and properly disposed of. Other items for relocation / demolition will be discussed in the Pre-Bid Conference.

3. Stake out accurately the lines of the fence, and establish grades therefore. After which all works will be checked for approval before any excavation work is commenced.

4. Erect batter boards and basic reference marks. Excavate new footings with depths of 2.00 meters or deeper or as to required soil strata.

5. Backfill after part of the work is finish. All filling shall be placed in layers not exceeding six (6) inches in thickness, each layer being thoroughly compacted and rammed by wetting, tamping and rolling.

### **B. TEMPORARY SITE FACILITIES**

1. **Temporary Facilities:** The contractor shall provide an office for the following: Construction site office: complete Resident Architect's / Engineers office for business related to the supervision of the project.

2. Other Temporary Provisions:

The General Contractor shall provide all temporary lighting, power, water supply and all necessary facilities sufficient enough for the simultaneous use of all possible fields of work to complete the project.



- The General Contractor shall provide the necessary number of warehousemen to ensure security of construction site.
- The General Contractor shall provide at necessary no of units of Fire extinguishers, Billboards for precautions for Public Safety.
- All others required as discussed in the Pre-Bid Conference or as issued Supplemental Bid Bulletins

#### **D. STORAGE AND FILING OF MATERIALS**

1. Delivery: General Contractor shall ensure that materials are properly turned over and delivered on site in good quality and condition. A time and delivery record shall be available.
2. Storage: General Contractor shall designate and/or allot a space for storage of their materials and for erection of their sheds and tool houses (if necessary). Materials shall be arranged properly and accordingly in terms of sizes, quality, quantity, category and time of use.
3. Warehouse shall be maintained properly by a designated person of the General Contractor.
4. All cement, lime and other materials affected by moisture shall be stored on platforms and protected from weather. Materials shall be stored as to insure the preservation of their quality and fitness for their work. Stored materials shall be located so as to facilitate prompt inspection.
5. Should it be necessary at any time to move materials, sheds or storage platforms, the Contractor shall do so at his own expense.

#### **DIVISION 5: CONCRETE AND REINFORCED CONCRETE WORKS:**

##### **1. Scope of Work:**

This item shall consist of furnishings, placing and furnishing concrete in the fence in accordance with this Specifications and conforming to the lines, grades and dimensions shown on the plans.

##### **2. Materials:**

- a. Use ASTM Grade 40 steel for reinforcing deformed bars.
- b. Portland Cement shall conform to the requirements of ASTM C-150 Type. Cement shall be any standard brand in 40 kilograms per bag.
- c. Sand shall be clean, hard, coarse river sand or crushed sand free from injurious amount of clay loam and vegetable matter and shall conform to ASTM C-33 or C-330.

d. Gravel shall be river run gravel or broken stones. The maximum shall be 1/5 of the nearest dimension between sides of forms of the concrete, or 3/4 of the minimum clear spacing between reinforcing bars, or between re-bars and forms whichever is smaller.

### 3. Requirements:

a. Use Class "A" Structural concrete mixture.

b. Use ordinary form grade lumbers for form works, to be brushed with used oil.

c. Assemble reinforcing bars as to detailed plans, together with all necessary wire ties, chairs, spacers, supports and other devices necessary to install and secure the reinforcement properly. All works will be checked properly, including construction joints.

d. Poured concrete shall be properly compacted and cured.

e. Forms will be removed only after required number of days of form work removal is attain.

### 4. Concrete Test & Rebar Test

a. The Contractor shall employ at his own expense, an approved Testing Laboratory which shall make compression and Slump Tests and immediately submit 5 copies of the test reports.

b. The Contractor shall employ at his own expense, an approved Testing Laboratory which shall conduct Rebar Tensile Strength Tests and immediately submit 5 copies of the test reports.

## DIVISION 6: MASONRY

### A. CONCRETE MASONRY UNITS

1. Masonry Units (CHB): 100mm and 150mm thick for walls as indicated. Use 500 psi for non-load bearing blocks.

a. Where full height walls are constructed with concrete hollow blocks, these shall extend up to the bottom of beam unless otherwise indicated on plans. Provide stiffener columns & lintel beams as specified in the structural drawings or as specified or as deemed required to assure a stabilized wall due to height & other considerations.

b. All masonry shall be laid plumb, true to line, with level and accurately spaced courses. Work required to be built in with the masonry, including anchors, wall plugs and accessories, shall be built in as the erection progresses.

2. Sand: Washed and clean.

3. Mortar: One part "Portland" cement and two parts sand and water but not more than three parts sand and water.

4. Testing: The contractor shall employ at his own expense, an approved Testing Laboratory which shall conduct Compressive Strength Tests and immediately submit 5 copies of the test reports.

#### **DIVISION 8: STEELWORKS & GRILLWORKS:**

1. 40mm G.I pipe sched. 40 will be installed on top of the fence which shall serve as support for the eleven-layer barbed wires & combat wires. Verify on drawing/detail.
2. 50mmx50mmx6mm square tube main frame and 16mm square bar grilles for steel fence.

#### **DIVISION 12: FINISHES**

Refer to Architectural Plans for location. Verify plans for other finishes not specified or omitted herein. Sample of all materials shall be submitted to the Procuring Entity for approval as to color and quality workmanship.

##### **A. COLUMN, BEAM AND CHB WALL FINISHES**

1. Plain cement plaster finish for all exposed columns, beams and CHB walls. Painted finish.

#### **DIVISION 15: ELECTRICAL SPECIFICATION**

##### **1. GENERAL DESCRIPTION**

1.1 The work to be done under this DIVISION of the Specifications consist of the fabrication, furnishing delivery and installation, complete in all details of the Electrical Work, at the subject premises and all work materials incidental to the proper completion of the installation, except those portions of the work which are expressly stated to be done by others. All work shall be done in accordance with the governing Codes and Regulations and with the Specifications, except where same shall conflict with such codes etc., which latter shall then govern. The requirements with regards to materials and workmanship specify the required standard for the furnishing of all labor, materials and appliances necessary for the complete installation of the work specified herein and indicated on the drawings. The Specifications are intended to provide a broad outline of the requirement and are not intended to include all details of design and construction.

## **2. LAWS/CODES and REGULATIONS:**

The work under this DIVISION shall be executed in accordance with the latest requirements of the following:

- Building Code of the Philippines
- Philippine Electrical Code
- Laws, ordinances, and regulations of the locality having jurisdiction over the project.
- Power and telephone utility companies

The requirements of the above-mentioned governing laws/codes and the requirements of the companies having involvement/participation are hereby made part of this Specifications and the ELECTRICAL CONTRACTOR is required to comply with the same.

This does not relieve the ELECTRICAL CONTRACTOR from complying with requirements of specifications or drawings in excess of above laws and ordinances, codes and requirements which are not prohibited by the same.

## **3. GUARANTEE**

The ELECTRICAL CONTRACTOR shall guarantee that the electrical system is free from all grounds and defective materials and workmanship for a period of one (1) year from the date of acceptance of the work. All defects arising within the guarantee period shall be remedied by the ELECTRICAL CONTRACTOR at his own expense.

The ELECTRICAL CONTRACTOR shall indemnify and save harmless PROCURING ENTITY from and against all claims, suits, actions, or liabilities for damages arising from injuries, disabilities or loss of life to persons or damage to public or private properties resulting from fault or any act of contractor or his representative in the execution of this work.

The partial acceptance of the work for the purpose of making partial payments, based on the estimated cost satisfactorily completed by the ELECTRICAL CONTRACTOR, shall not be considered as final acceptance of that portion of the work.

## **4. DRAWINGS & SPECIFICATIONS**

1.4.1 The electrical plans, which constitute an integral part of these Specifications, shall serve as the working drawings. The plans indicate the general layout and arrangement of the complete electrical system and other works.

1.4.2 The drawings and specifications are meant specifically to be complementary to each other and where it is called for by one shall be binding as if called for by both. Anything which is basically required to complete the installation for proper operation but not expressly mentioned on the drawings and/or specifications shall be furnished and installed by the ELECTRICAL CONTRACTOR at no extra cost to the PROCURING ENTITY as though specifically stipulated or shown in both.

1.4.3 Procuring Entity shall have the final decision on any apparent conflict between the drawings and specifications or on any under and controversial point in either or both.

1.4.4 All dimensions and locations shown on the plans are approximate and shall be verified in the field, as actual locations, distances, and levels are governed by actual conditions.

## **6. SCOPE OF WORK**

### **2.1 Work Included**

The work to be done under this DIVISION shall include the furnishing of all tools, labor, equipment, fixtures and materials, each complete and in proper working condition unless one or other is specifically excluded or stated otherwise in these Specifications but not limited to the following principal items of work:

2.1.1 Furnish and install a complete wiring and raceway system for the underground power and telephone distribution system including concrete pedestals, concrete hand holes and necessary wiring gutters and boxes.

2.1.2 Furnish and install a complete grounding system.

2.1.3 Perform terminations for all electrical system.

2.1.4 Complete testing of all electrical systems.

2.1.5 Preparation of "As-built" drawings.

2.1.6 If any item of works or material has been omitted which are necessary for the completion of the Electrical Work as outlined herein before, then such items shall be and hereby included in this section of work.

## **7.PROCEDURE**

### **7.1 Workmanship**

The ELECTRICAL CONTRACTOR shall execute the work in the most thorough, prompt and workmanlike manner and in accordance with the plans and specifications. The installations shall be done thru standard methods and good engineering practices.

### **7.2 Materials**

All materials to be installed shall be brand new except as otherwise noted on the plans or specifications. The materials shall be as specified. No substitution of materials is allowed. Should the ELECTRICAL CONTRACTOR find it necessary to use another type/brand of materials instead of the specified item, he shall first obtain approval from the PROCURING ENTITY prior to installation. Any substituted material installed without the approval of the PROCURING ENTITY shall be subject to replacement.

### **7.3 Coordination**

It is the sole responsibility of the ELECTRICAL CONTRACTOR to conduct coordination of his activities with the following:

#### **7.3.1 Other trades and suppliers**

#### **7.3.2 Procuring Entity/Engineer**

#### **7.3.3 Local Government Authority**

### **7.4 Deviation from The Plans**

No deviation from the plans is to be made unless given notice or approval by the PROCURING ENTITY.

### **7.5 Record Drawings and "As-Built" plan.**

The ELECTRICAL CONTRACTOR is required to keep an active record of the actual installation during the progress of the job. This shall be the reference in the preparation of the "As-Built" plans which shall include all pertinent information, complete in all aspect of the actual installation, and all new information not originally shown in the contract drawings. The "As-Built" plans shall be prepared by the ELECTRICAL CONTRACTOR at his expense and shall be submitted to the Procuring Entity for approval upon the completion of the work. The approval of the "As-Built" drawings shall be a pre-requisite for the final acceptance of the electrical works.

Submit two (2) copies of the "As-Built" drawings signed and dry sealed by the ELECTRICAL CONTRACTOR'S Registered Professional Electrical Engineer. Original tracing/reproduceable copy shall also be submitted to the PROCURING ENTITY.

## 7.6 Samples & Shop Drawings

7.6.1 30 days prior to the installation or fabrication of materials the ELECTRICAL CONTRACTOR shall submit to Procuring Entity the following for approval.

- a. Shop drawings of panel boards showing arrangements of circuit breakers, bus bar sizes, lugs, etc. Indicate all dimensions.
- b. Shop drawings or samples required as noted in the drawings.
- c. Samples and catalogs of materials intended to be installed.

7.6.2 The ELECTRICAL CONTRACTOR shall also submit to the Procuring Entity without delay shop drawings and other submittals which may be required by Procuring Entity during the progress of construction.

7.6.3 The above requirements shall be submitted to the Procuring Entity at the earliest possible time to give allowance for checking and verification. These shall be complete in all aspects.

7.6.4 Submit four (4) sets of each shop drawings.

## 7.7 Electric Power

The ELECTRICAL CONTRACTOR shall be responsible for his own electric power needed for the execution of the job.

## 7.8 TEST

Conduit tests on all electrical conductors installed in the presence of the PROCURING ENTITY's representative.

7.8.1 check for grounds

7.8.2 insulation resistance test

7.8.3 continuity test for all outlets

7.8.4 voltage level test

7.8.5 phase relationship

7.8.6 check circuit connections at panel boards, all single-phase circuit shall be connected to phase as shown in the load schedule.

## 7.9 Submit Reports of Tests

All reports must be formal, typewritten and properly identified.

7.10 All defects found during the test shall be repaired immediately by the ELECTRICAL CONTRACTOR.

7.11 All tools, equipment and instruments needed to conduct tests shall be on the account of the CONTRACTOR.

## 8. METHODS & MATERIALS

### 8.1 Polyvinyl Chloride Conduit (PVC)

- a. Standard trade sizes, schedule 40 "ATLANTA" or the equivalent.
- b. Coupling & fittings - standard couplings for joints by solvent weld process.
- c. Telephone System & other auxiliary system.
- d. All underground pipes installed shall be provided with concrete encasement at least 8cm. thick outer face of conduit.

### 8.2 Wires

1. Wires shall be annealed copper, 98% or better conductivity, insulated, single, except as noted in the drawings.
2. 600volt class type as indicated in the plans.
3. Wires greater than no. 8 mm<sup>2</sup> shall be stranded.
4. Minimum size shall be #3.5 TW for power and lighting circuits.
5. Use standard methods in pulling wires.
6. Splices of wires/cables shall be done inside junction boxes or auxiliary gutters using standard connectors. No wires shall be spliced inside conduits.
7. All wires and cables shall be color coded as follows:

Phase A Red

Phase B Yellow

Phase C Black

Ground Green



Neutral White

### 8.3 Insulation

All splices shall be properly insulated using 3M electrical tape. Application of insulation tape shall be equivalent to the insulation of the wire concerned. Use filler compound, "Scotch fill at sharp edges to provide smooth surface before taping.

### 8.5 Panel board & Circuit Breaker

8.5.1 NEMA type/enclosure unless noted, PEC rules and regulations, circuit breaker type shall be 230V, number of pole as required.

8.5.2 Panel boards shall contain a single brand of circuit breakers and as manufactured by Approved brand.

8.5.3 All circuit breakers used as main shall be "Bolt on" type molded case, thermal magnetic protective, quick make, quick break, trip free from handle, trip indicating, number and size as shown in the schedule. Internal common trip for 2 and 3 pole breakers.

8.5.4 Breaker minimum interrupting capacities shall be based on NEMA and UL test procedures.

a. 230volt breakers - 10,000 rms. Symmetrical amperes at 240V A/C (minimum)

8.5.5 All circuit breakers used as branches rated at below 100 AT and specifically installed in lighting panel boards shall be bolt-on".

8.5.6 Word "space" indicated in the schedule shall mean that complete bus, insulators, etc. shall be included ready to accept future circuit breaker of the same frame size as the largest branch circuit breaker.

Conformed by:

\_\_\_\_\_  
Name of Company/Bidder  
Signature over Printed Name of Representative  
Date: \_\_\_\_\_



## *Section VIII. Bill of Quantities*

Stock/ Property No.	Unit	Item Description	Quantity
803	cu. m.	Excavation of Footing	30.57
804(a)	cu. m.	Backfilling of Excavated Materials	89.03
804(4)	cu.m.	Gravel Bedding + Boulder for soil improvement (Include 2 unit 1 HP Sump Pump for dewatering – must be turned-over to procuring entity upon project completion)	19.37
900	cu. m.	Structural Concrete (Class "A") 21 Mpa	26.48
902	kgs.	Reinforcing Steel (Grade 40)	1,308.00
903	L.S	Forms and Falsework	148.05
1027	sq.m.	Cement Plaster Finish + Mouldings	291.29
1032 (1)a	sq.m.	Masonry Painting (Includes Neutralizer, Primer, Putty, First Coat & 2 Coats Top Coat)	399.18
1032(1)c	sq.m.	Metal Painting (Includes Primer, First Coat & Top Coat)	206.90
1046(2)a2	sq.m.	Masonry Works (6"CHB)	91.77
1047(10)	kgs	Steel Fence	6,123.31
1100	length	Conduits (PVC Pipes)	54.00
1100	pc	Junction Box	56.00
1101(2)	lin.mts.	Electrical Wire	414.54
1101	set	Switches	2.00
1102	set	Panel Board - 6 Branches (Including - 1 60/A MCB & 2 15/A CB)	1.00
1103	pcs.	Lighting Fixtures (Post Lamp)	28.00
1053(1)	l.m	Barb Wire & Combat Wire for Left & Right Fence (Including G.I Pole)	2,771.40
SPL	L.S	Repair of Leaning Fence Column & Wall at Left Portion (Including Provision of Intermediate Beams for 10 spans/Replacement of 2 spans CHB wall and Plaster)	1.00
F.E. B.7	L.S	Occupational Safety and Health Program	1.00
<b>-----NOTHING FOLLOWS-----</b>			

Conformed by:

\_\_\_\_\_  
Name of Company/Bidder

Signature over Printed Name of Representative

Date: \_\_\_\_\_

## ***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**

**(Prescribed GPPB Forms is attached as Annexes for your reference)**

**I. TECHNICAL COMPONENT ENVELOPE**

***Class “A” Documents***

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**And**
- (b) BIR Certificate of Registration

Technical Documents

- (c) 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**
- (d) 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**
- (e) 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**
- (f) 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**
- (g) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be;
  - d. Conformance of Section VI: Technical Specifications; and
  - e. Certificate of Site Inspection
- (h) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (i) 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**
- (j) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

***Class "B" Documents***

- (k) 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**

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

Other documentary requirements under RA No. 9184

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

**Bid Form for the Procurement of Infrastructure Projects**  
*[shall be submitted with the Bid]*

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## BID FORM

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>2</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

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<sup>2</sup> currently based on GPPB Resolution No. 09-2020

- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity/].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Bid Securing Declaration Form**

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



REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

**BID SECURING DECLARATION**  
**Project Identification No.: [Insert number]**

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*  
*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

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

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

### AFFIDAVIT

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

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

