



Republic of the Philippines
LOCAL GOVERNMENT UNIT
Poblacion, El Salvador City

BIDDING DOCUMENTS

FOR THE

CONSTRUCTION OF TUBURAN COVERED COURT

PERIMETER FENCE

LOCATED AT

TUBURAN, EL SALVADOR CITY

ITB NO. 2025-05-054

Project ID No. 25-058-SB#1-20%

BID OPENING: MAY 22, 2025 @ 9:00 A.M.

(Sixth Edition)
(July 2020)

TABLE OF CONTENTS

GLOSSARY OF TERMS, ABBREVIATIONS, AND ACRONYMS	4
SECTION I. INVITATION TO BID	6
SECTION II. INSTRUCTIONS TO BIDDERS	7
1. SCOPE OF BID	8
2. FUNDING INFORMATION	8
3. BIDDING REQUIREMENTS	8
4. CORRUPT, FRAUDULENT, COLLUSIVE, COERCIVE, AND OBSTRUCTIVE PRACTICE.	8
5. ELIGIBLE BIDDERS	8
6. ORIGIN OF ASSOCIATED GOODS	8
7. SUBCONTRACTS	9
8. PRE-BID CONFERENCE	9
9. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS	9
10. DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS	9
11. DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT	9
12. ALTERNATIVE BIDS	9
13. BID PRICES	9
14. BID AND PAYMENT CURRENCIES	10
15. BID SECURITY	10
16. SEALING AND MARKING OF BIDS	10
17. DEADLINE FOR SUBMISSION OF BIDS	10
18. OPENING AND PRELIMINARY EXAMINATION OF BIDS	10
19. DETAILED EVALUATION AND COMPARISON OF BIDS	10
20. POST QUALIFICATION	11
21. SIGNING OF THE CONTRACT	11
SECTION III. BID DATA SHEET	12
SECTION IV. GENERAL CONDITIONS OF CONTRACT	13
1. SCOPE OF CONTRACT	14
2. SECTIONAL COMPLETION OF WORKS	14
3. POSSESSION OF SITE	14

4. THE CONTRACTOR’S OBLIGATIONS 14

5. PERFORMANCE SECURITY 14

6. SITE INVESTIGATION REPORTS..... 14

7. WARRANTY 14

8. LIABILITY OF THE CONTRACTOR..... 15

9. TERMINATION FOR OTHER CAUSES 15

10. DAYWORKS..... 15

11. PROGRAM OF WORK 15

12. INSTRUCTIONS, INSPECTIONS AND AUDITS 15

13. ADVANCE PAYMENT 15

14. PROGRESS PAYMENTS 15

15. OPERATING AND MAINTENANCE MANUALS 15

SECTION V. SPECIAL CONDITIONS OF CONTRACT 17

SECTION VI. SPECIFICATIONS 18

SECTION VII. DRAWINGS 20

SECTION VIII. BILL OF QUANTITIES 21

SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS 22

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]).

FI – 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.



Republic of the Philippines
Province of Misamis Oriental
**LOCAL GOVERNMENT UNIT
CITY OF EL SALVADOR**



BIDS AND AWARDS COMMITTEE

☎ 0997-308-5718 / 0938-074-3696 ✉ bac@elsalvadorcity.gov.ph

**INVITATION TO BID for the
CONSTRUCTION OF TUBURAN COVERED COURT PERIMETER FENCE**

1. The *Local Government Unit of El Salvador City* through the **Supplemental Budget No. 1 of 20% Local Development Fund CY 2025** intends to apply the sum of **Six Hundred Ninety Nine Thousand Nine Hundred Ninety Seven Pesos and 95/100 centavos only (₱ 699,997.95)** being the Approved Budget for the Contract (ABC) to payment under the contract for **Project ID No. 25-058-SB#1-20%** for the **Construction of Tuburan Covered Court Perimeter Fence** located at **Tuburan, El Salvador City**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Local Government Unit of El Salvador City* now invites bids for the **Construction of Tuburan Covered Court Perimeter Fence** with the following scope of works: earthworks: excavation; backfill and compaction; reinforced concrete works; masonry works; plastering works; mobilization/demobilization; formworks; temporary facilities; construction safety and health; signboard; steel works; steel gate; painting works. Completion of the Works is required **Forty Five (45) 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 *Local Government Unit of El Salvador City* and inspect the Bidding Documents at the address given below from 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested bidders on **May 14-20, 2025** from given address 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 **One Thousand Pesos (₱ 1,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronics means.
6. The *LGU – El Salvador City* will not hold a Pre-Bid Conference in accordance on the Section 22.1 of Revised Implementing Rules and Regulations of Republic Act 9184.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **May 22, 2025 @ 9:00 A.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 15.
9. Bid opening shall be on **May 22, 2025 @ 9:00 A.M.** at the given address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend activity.
10. The LGU-El Salvador City 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders
11. For further information, please refer to:

Nancy A. Macalaguing

*3rd Floor BAC Bidding Room, Executive Building,
Poblacion, El Salvador City
Cellphone No.: 0997-308-5718 / 0938-074-3696*

12. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph

Date of Publication: May 14, 2025

(SGD)NOLLY ADRIAN B. GABULE
BAC Chairperson

SECTION II. INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The Procuring Entity, Local Government Unit of El Salvador invites Bids for the **Construction of Tuburan Covered Court Perimeter Fence** located at **Tuburan, El Salvador City** with Project Identification Number **25-058-SB#1-20%**.

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 **2025** in the total appropriations of **Seven Hundred Thousand Pesos (₱ 700,000.00)**.

2.2 The source of funding is:

- Supplemental Budget No. 1 of – ₱ 699,997.95
20% Local Development Fund CY 2025

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, 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**

The Procuring Entity has prescribed that subcontracting is not allowed.

8. **Pre-Bid Conference**

The Procuring Entity will not hold a Pre-Bid Conference in accordance on the Section 22.1 of Revised Implementing Rules and Regulations of Republic Act 9184.

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 National Economic and Development Authority (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 shall be quoted in the local currency or tradeable currency accepted by the Bangko Sentral ng Pilipinas (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 Philippine Pesos.

15. Bid Security

15.1 The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount indicated in the **BDS**, which shall be not less than be percentage of the ABC in accordance with the schedule in the **BDS**:

18.2 The Bid and bid security shall be valid until *One Hundred Twenty Calendar Days (120)*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one (1) authenticated copy from the original and two (2) copies of the first and second components of its bid.

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA 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 be 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 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

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 of Building”																		
7.1	Subcontracting is not allowed.																		
10.3	None.																		
10.4	<p>The minimum work experience requirements for key personnel are the following:</p> <table><tr><th><u>Key Personnel</u></th><th><u>General Experience</u></th><th><u>Relevant Experience</u></th></tr><tr><td>Project Manager</td><td>5 yrs</td><td>3 yrs</td></tr><tr><td>Project Engineer</td><td>5 yrs</td><td>5 yrs</td></tr><tr><td>Materials Engineer I</td><td>5 yrs</td><td>5 yrs</td></tr><tr><td>Construction Safety & Health Officer</td><td>1 yr</td><td>1 yr</td></tr><tr><td>Foreman</td><td>5 yrs</td><td>3 yrs</td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	5 yrs	3 yrs	Project Engineer	5 yrs	5 yrs	Materials Engineer I	5 yrs	5 yrs	Construction Safety & Health Officer	1 yr	1 yr	Foreman	5 yrs	3 yrs
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>																	
Project Manager	5 yrs	3 yrs																	
Project Engineer	5 yrs	5 yrs																	
Materials Engineer I	5 yrs	5 yrs																	
Construction Safety & Health Officer	1 yr	1 yr																	
Foreman	5 yrs	3 yrs																	
10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><th><u>Equipment</u></th><th><u>Capacity</u></th><th><u>Number of Units</u></th></tr><tr><td>Bagger Mixer</td><td></td><td>1</td></tr><tr><td>Welding Machine</td><td></td><td>1</td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Bagger Mixer		1	Welding Machine		1									
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>																	
Bagger Mixer		1																	
Welding Machine		1																	
11	<p>This shall include all of the following documents:</p> <p>1) Bid Prices in the Bill of quantities;</p> <p>2) Detailed Estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and</p> <p>3) Cash Flow by Quarter or payment schedule</p> <p>Note: for BOQ and DUPA, adopt as provided in the DPWH’s D.O. 197 s. 2016</p>																		
12	No further instructions.																		
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>1. The amount of not less than <i>(2% of ABC)</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p>2. The amount of not less than <i>(5% of ABC)</i>, if bid security is in surety bond.</p>																		
19.2	<p>Partial bid is not allowed. The infrastructure project is package in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>																		
20	None.																		
31.4(f)	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as:</p> <p>1. construction schedule and S-curve</p> <p>2. manpower schedule</p> <p>3. construction methods</p> <p>4. equipment utilization schedule</p> <p>5. construction safety and health program approved by the DOLE</p> <p>6. PERT / CPM.</p>																		

***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

- 51.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.

- 51.2. 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

GCC Clause	
2	The Intended Completion Date is <u>Forty Five (45) calendar days.</u>
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor on upon issuance of the NTP.
6	The site investigation reports are: None
7.2	<p>Permanent structures, Fifteen (15) years.</p> <p>Buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</p>
10	Day works 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 <u>ten (10) days</u> of delivery of the Notice of Award.
11.2	<p>The period between Program of Work updates is <u>Thirty (30) days</u> or less if the Procuring Entity requires an update.</p> <p>The amount to be withheld for late submission of an updated Program of Work is <u>1/50 of 1% of contract value.</u></p>
13	<p>The amount of the advance payment is Fifteen percent (15%) of the contract cost.</p> <p>Value can be availed of upon the submission and receipt of a request for the release of the advance payment after the issuance of the Notice to Proceed (NTP) and posting of an irrevocable letter of credit in favor of the Procuring Entity.</p>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	<p>Before the issuance of Certificate of Completion, the Contractor shall submit "As-Built" drawings, operating and maintenance manuals as required: <u>15-30 days from completion.</u></p> <p>Electronic versions of the As Built documents shall be in PDF and original design software formats.</p>
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: <u>15-30 days from completion.</u>

SECTION VI. SPECIFICATIONS

PROJECT NAME : CONSTRUCTION OF TUBURAN COVERED COURT PERIMETER FENCE (INFRA)
LOCATION : TUBURAN, EL SALVADOR CITY, MISAMIS ORIENTAL

TECHNICAL SPECIFICATIONS

A. CLEARING OF SITE

- Furnish equipment and perform labor required to complete removal of unnecessary materials, disposal of resulting trash, timber stumps and other vegetation. See drawing for area covering of work involved.

B. EARTHWORK

- Furnish material and equipment and perform labor required to complete the following activities:
 - Site Grading
 - Stakes and batter boards
 - Excavation
 - Backfilling
 - Compaction

C. SITE DRAINAGE

- Furnish materials and equipment and perform labor required to complete the site drainage.

D. MASONRY & PLASTERING

PART 1 GENERAL

1.01 SCOPE

Furnish materials and equipment and perform labor required to complete plaster, masonry work and patching of mortar.

PART 2 PRODUCTS

2.01 MATERIALS

- a. Sand: ASTM 35-67
- b. Portland Cement: ASTM C-150-67, Type 1
- c. Water: clean and free from deleterious substances.
- Plastering should be 12mm thick, with base coat at least 9mm thick and finish coat at least 3mm thick. Surface to be furnished shall be raked and cleaned with a wire brush. Slightly wet the surface first before plastering.

E. REINFORCED CONCRETE

- To use 10mm DSRB, 12mm DSRB, and 16 DSRB as per plans.

F. STEEL WORKS

- To use #6 Gauge Steel Matting and 2" dia. G.I. Pipe for steel matting fence.

G. STEEL GATE

- Refer to plans for supply and installation of 3.00m x 2.10m steel gate.

H. CONSTRUCTION HEALTH AND SAFETY

- Construction workers must be oriented, instructed and trained by the construction project manager to assure safe handling of equipment and of disposing waste. All employees must have protective equipment for the eyes, face, feet and all crucial body parts when exposed to hazardous work procedures. A safety officer is required onsite to ensure proper handling of the construction project.

I. ESTABLISHMENT OF TEMPORARY FACILITIES

- Provide security and facilities to protect work, existing facilities, and owner's operations from unauthorized entry, vandalism, or theft to a degree approved by the Owner. Provide temporary insulated weather-tight closure of exterior opening to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized person.

J. SIGNBOARD

- Fabrication and installation of 8ft.x8ft. signboard. Also includes supply of materials.

SECTION VII. DRAWINGS

The actual drawing is on separate sheet

SECTION VIII.BILL OF QUANTITIES

Contract Name : Construction of Tuburan Covered Court Perimeter Fence (Infra)
Location of the Contract : Tuburan, El Salvador City, Misamis Oriental

Bill of Quantities

Part No. Part Description:

[Columns (1), (2), (3), and (4) are to be filled up by the Procuring Entity]				[Columns (5) and (6) are to be filled up by the Bidder]	
Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
I	Earthworks				
a.	Excavation	Cubic Meter	28.04	In words: Pesos In figures: Php	In words: Pesos In figures: Php
b.	Backfill and Compaction	Cubic Meter	28.04	In words: Pesos In figures: Php	In words: Pesos In figures: Php
II	Reinforced Concrete Works	Cubic Meter	9.11	In words: Pesos In figures: Php	In words: Pesos In figures: Php
III	Masonry Works	Square Meter	103.82	In words: Pesos In figures: Php	In words: Pesos In figures: Php
IV	Plastering Works	Square Meter	140.66	In words: Pesos In figures: Php	In words: Pesos In figures: Php
V	Mobilization/Demobilization	Lot	1.00	In words: Pesos In figures: Php	In words: Pesos In figures: Php
VI	Formworks	Square Meter	64.04	In words: Pesos In figures: Php	In words: Pesos In figures: Php
VII	Temporary Facilities	Lot	1.00	In words: Pesos In figures: Php	In words: Pesos In figures: Php
VIII	Construction Safety and Health	Lump sum	1.00	In words: Pesos In figures: Php	In words: Pesos In figures: Php
IX	Signboard	Lot	1.00	In words: Pesos In figures: Php	In words: Pesos In figures: Php
X	Steel Works	Linear Metre	63.49	In words: Pesos In figures: Php	In words: Pesos In figures: Php
XI	Steel Gate	Lump sum	1.00	In words: Pesos In figures: Php	In words: Pesos In figures: Php
XII	Painting Works	Square Meter	232.76	In words: Pesos In figures: Php	In words: Pesos In figures: Php
	X-X-X-X-X-X-X-X				
Total Bid Price ₱					

Amount in Words:

Submitted by: Date: _____

Name of the Representative of the Bidder

Position

Name of the Bidder

Section IX – CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (e) 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;
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
- (g) Philippine Contractors Accreditation Board (PCAB) License;

Special PCAB License in case of Joint Ventures;

registration for the type and cost of the contract to be bid;
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

Original copy of Notarized Bid Securing Declaration;
- (i) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. Contractor’s certification of Key Personnel for the contract;
 - c. Key personnel’s affidavit of commitment to work on the contract;
 - d. Qualification of Key Personnel Proposed to be Assigned to the contract;
 - e. Key Personnel (Format of Bio-data);
 - f. 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;

- (j) Original duly signed Omnibus Sworn Statement (OSS);

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.

- (k) Additional Requirements;

- a. Pert-CPM
- b. Construction Schedule & S-Curve
- c. Manpower Utilization Schedule
- d. Construction Method
- e. Equipment Utilization Schedule

Financial Documents

- (l) 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 Income Tax Return;
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (n) 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;

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

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

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities;
- (q) 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;
- (r) Cash Flow by Quarter.

- Notes:**
- 1. Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid;
 - 2. All pages must be signed;
 - 3. Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities, otherwise Bill of Quantities shall be considered non-responsive and thus, automatically disqualified;
 - 4. Specifying a dash (-) or zero (0) for the said item would mean that it is being offered for free to the Government;
 - 5. Follow D.O. 197 s. 2016 for the Indirect Cost:
 - (a) OCM
 - (b) CP
 - (c) VAT
 - 6. Bids in excess of ABC will be disqualify.
 - 7. Cover Page indicating the total number pages in the Technical Component and Financial Component duly signed by the authorized representative.

8. Complete eligibility documents shall bear tabs identifying/separating each of the required eligibility, technical and financial documents.

Bidding Forms

TABLE OF CONTENTS

1. Omnibus Sworn Statement
2. Bid Securing Declaration
3. Performance Securing Declaration
4. Bid Form
5. Summary of Bid Prices
6. Contractor's Organizational Chart for the Contract
7. Contractor's Certification of Key Personnel for the Contract
8. Key Personnel's Affidavit of Commitment to Work on the Contract
9. Qualification of Key Personnel Proposed to be Assigned to the Contract
10. Key Personnel (Format of Bio-data)
11. List of Equipment, Owned or Leased and/or under Purchase Agreement, Pledge to the Proposed Contract
12. Equipment Utilization Schedule
13. Manpower Utilization Schedule
14. Construction Methods
15. Cash Flow by Quarter and Payment Schedule
16. Net Financial Contracting Capacity (NFCC)
17. List of all Ongoing Government & Private Contracts including contracts awarded but not yet started
18. Statement of Single Largest Completed Contract Similar to the Contract to be Bid

OMNIBUS SWORN STATEMENT

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

A F F I D A V I T

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 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 in 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 (TWG), 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 Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group (TWG), and the BAC Secretariat, the head of the Project Management Office (PMO) 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 Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group (TWG), and the BAC Secretariat, the head of the Project Management Office (PMO) 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:
- 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]*.
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

Bid Securing Declaration

(REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
x-----x

Invitation to Bid No. _____

To: Local Government Unit
El Salvador City

I/WE, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, 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 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 filed a waive to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

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:

- 1. 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.
- 2. 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;
- 3. 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’S AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]
Affiant

Bid Form

Date : _____
Project Identification No. : _____

To: Local Government Unit
El Salvador City, Misamis Oriental

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- 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: _____

In the capacity of: _____

Signed: _____

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

Date: _____

¹ currently based on GPPB Resolution No. 09-2020

LGU - El Salvador City

Contract ID:
Contract Name:
Location of the Contract:

SUMMARY OF BID PRICES
(All Parts of Bill of Quantities)

Instructions for completing the Summary of Bid Prices:

- 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”

Contract ID:		
Part No.	Part Description	Total Amount
Total of Amounts		
Total of all Amounts in words:		

Name _____ in the capacity of _____
Signed _____ Date _____

Contract Reference Number:
Name of the Contract:
Location of the Contract

Contractor's Organizational Chart for the Contract

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Materials and Quality Control Engineer, Foreman and the other Key Engineering Personnel.

1.

This Organizational Chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.
2.

The Bidders shall comply with and submit sample form for each of such key personnel..
3.

Each such nominated engineer/key personnel shall comply and submit "Key Personnel Bio-data" and Qualification of Key Personnel Proposed to be assigned to the Contract.
4.

All these are required to be in the Technical Envelope of the Bidder.

Contract Reference Number:
Name of the Contract:
Location of the Contract

CONTRACTOR'S CERTIFICATION OF KEY PERSONNEL FOR THE CONTRACT

Date of Issuance

EDGAR S. LIGNES
City Mayor
Local Government Unit
El Salvador City, Misamis Oriental

Dear Sir / Madame:

Supplementing our Organizational Chart for the contract stated above, we submit and certify as true and correct the following information:

1. That we engaged the services of the following key personnel to the duties of the positions indicated Contract stated above if it is awarded to us:

Proposed Position	Name	Cost of Biggest Project Handled by person	Minimum Requirement	Experience of Person (years)	Minimum Requirement Experience of a Person

2. We submit the enclosed affidavits of commitment to work on the Contract of these personnel.
3. We ensure that the personnel mentioned above shall employ their best care, skill and ability in performing the duties of their respective positions in accordance with the provisions of the Contract; including the Conditions of the Contract, Specifications, and Drawings and that they shall be personally present tin the jobsite during the period of their assignment in the contract.
4. In the event that we choose to replace any of the key personnel mentioned above, we shall submit to you in writing the least fourteen (14) days before making the replacement whose experience shall be equal to or better than the person to be replaced.
5. We understand that any violation of the conditions stated above shall be sufficient ground for us to be disqualified from this contract and future bidding of the LGU-El Salvador City.

Very truly yours,

(Authorized Representative of the Bidder)

Contract Reference Number:
Name of the Contract:
Location of the Contract

KEY PERSONNEL's AFFIDAVIT OF COMMITMENT TO WORK IN THE CONTRACT

Date

EDGAR S. LIGNES
City Mayor
Local Government Unit
El Salvador City, Misamis Oriental

Dear Sir / Madame:

1. I confirm that (Name of Bidder) has engaged my services for the position of (Designation) in the Contract stated above if it is awarded to the Contractor.
2. I, therefore, commit to assume the said position in the Contract stated above once it is awarded to the Contractor, and I shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, drawings and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of my assignment.
3. I do not allow using my name to enable the Contractor to qualify for the Contract stated above without my commitment to assume the said position, since I understand that to do so shall be a sufficient ground for my disqualification from this Contract and future biddings of the COA.
4. I submit, and certify as true and correct, my bio-data as follows:

- a. Name : _____
b. Date of Birth : _____
c. Nationality : _____
d. Educational Attainment : _____
e. Specialty : _____
f. PRC License No. and Date : _____
g. Employment Record : _____

Name & Address of Employer	Position	From (Year)	To (Year)	Total Period (Year)

h. Work Experience (Project Handled):

i. Project Name & Location ii. Owner's Name & Address iii. My Position	i. Project Description ii. Total Project Cost	i. Part of Project Handled ii. Cost of Part	i. Start Date ii. Completed Date
Completed Projects			
On-going Projects			

Very truly yours,

Signature of Engineer

Noted by:

Authorized Representative of the Bidder

DRY SEAL

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)

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

NOTARY PUBLIC

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

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the Contract to be bid, with their complete qualification and experience data (including the key personnel's assigned written commitment to work for the project once awarded the contract).

Contract Reference Number:
Name of the Contract:
Location of the Contract

Qualification of Key Personnel Proposed to be Assign to the Contract

Business Name: _____
Business Address: _____

	<i>Project Manager</i>	<i>Project Engineer</i>	<i>Materials Engineer</i>	<i>Construction Foremen</i>
1. Name				
2. Address				
3. Date of Birth				
4. Employed Since				
5. Experience				
6. Previous Employment				
7. Education				
8. PRC License				

Minimum Requirements:	Project Manager/Engineer Materials Engineer Safety Officer Foreman
-----------------------	---

Note: Attached individual resume and PRC License of the (professional) personnel.

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

One of the requirements from the Bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz., Project Manager, Project Engineers, Materials Engineers and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).

Contract Reference Number:
Name of the Contract:
Location of the Contract

KEY PERSONNEL
(FORMAT OF BIO-DATA)

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

- Authorized Managing Officer / Representative
- Sustained Technical Employee
1.

Name

:
2.

Date of Birth

:
3.

Nationality

:
4.

Education and Degree Attained

:
5.

Specialty

:
6.

Valid Licensed/Registration No.

:
7.

Length of Service with the Firm

:
8.

Years of Experience

:
9.

Previous Employers

:
10.

If item 7 is less than 10 years, give name and length of service with previous employers for a ten (10) year period (attached additional sheet/(s), if necessary:
11.

Experience:

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

1.

Name

:
2.

Name and Address of Owner

:
3.

Name and Address of the
Owner's Engineer (Consultant)

:
4.

Indicate the Features of Project
(particulars of the project components and any other particular interest
connected with the project)

:
5.

Contract Amount Expressed in
Philippine Currency

:
6.

Position

:
7.

Structures for which the employee
was responsible

:
8.

Assignment Period

:

from (months) (years)
to (months) (years)

Name and Signature of Employee

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

(Place and Date)

(The Authorized Representative)

Contract Reference Number:
Name of the Contract:
Location of the Contract:

List of Equipment, Owned or Leased and / or under Purchase Agreement, Pledge to the Proposed Contract

Business Name :
Business Address :

Description	Model / Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lessor or Vendor
A. <u>Owned:</u>							
I.							
II.							
III.							
IV.							
V.							
B. <u>Leased:</u>							
I.							
II.							
III.							
IV.							
V.							
C. <u>Under Purchase Agreement</u>							
I.							
II.							
III.							
IV.							
V.							

List of major equipment required for the project:

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

One of the requirements from the Bidder to be included in its Technical Envelope is a list of its equipment units pledge for the contract to be bid, which are owned (supported by proof/s of ownership) leased, and/or under purchase agreements (with corresponding engine numbers, chassis number and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.

Location of the Contract:

[illegible]

Date: _____

Name of the Bidder

39

Contract Reference Number:
Name of the Contract:
Location of the Contract:

MANPOWER UTILIZATION SCHEDULE

Category	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Contractor's Name:			Name of the Procuring Entity:					Contract Name:				

Submitted by: Date: _____

Name of the Representative of the Bidder
Position
Name of the Bidder

The manpower schedule (weekly or monthly scheduling of skilled and unskilled workers, including Project Manager, Project Engineers, Material Engineers, or Foremen) is required in the Technical Envelope of the Bidder.

Contract Reference Number:
Name of the Contract:
Location of the Contract:

OUTLINE
NARRATIVE DESCRIPTION
OF
CONSTRUCTION METHODS

1.0 INTRODUCTION

Refer to Bidding, etc.

2.0 BRIEF DESCRIPTION OF CONTRACT WORKS

State general features of contract works. Use tables as necessary

3.0 CONSTRUCTION METHODS AND PROCEDURES

3.1 Methodology of General Approach

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

3.2 Program of Work

CPM, Progress Bar Schedule and Development Schedules submitted.

3.3 Financial Program

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

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

Contract Reference Number:
Name of the Contract:
Location of the Contract:

CASH FLOW BY QUARTER AND PAYMENT SCHEDULE

PARTICULAR	% WT	1 st QUARTER	2 nd QUARTED	3 rd QUARTER	4 th QUARTER
Accomplishment					
Cash Flow					
Cumulative Accomplishment					
Cumulative Cash Flow					

Submitted by: Date: _____

Name of the Representative of the Bidder
Position
Name of the Bidder

One of the requirements from the bidder to be included in the Financial Envelope is the cash flow by quarter and payment schedule.

**NET FINANCIAL CONTRACTING CAPACITY (NFCC)
COMPUTATION FOR ELIGIBILITY CHECK**

- A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attaché income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

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

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

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

The value of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

The Bidder shall attach the AFS to the NFCC Computation for Eligibility Check Form.

NFCC = ₱ _____

Submitted by:

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative

Date: _____

Name of Procuring Entity:
Project Reference Number:
Name of the Project :
Location of the Project:

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name :
Business Address :

Name of Contract/Location Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
Government								
Private								
Total Cost								

Note: This statement shall be supported with:
1 Notice of Award and/or Contract
2 Notice to Proceed issued by the owner

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

One of the technical documents required to be in the Eligibility Envelope of a bidder is a list of all its on-going, completed, and awarded but not yet started contracts.

Name of Procuring Entity:
Project Reference Number:
Name of the Project :
Location of the Project:

Statement of Single Largest completed contract similar to the Contract to be Bid

Business Name :
Business Address :

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount of Award b. Amount of Completion c. Duration	d. Date Awarded e. Contract Effectivity f. Date Completed
			Description	%		
Government						
Private						

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