# PHILIPPINE BIDDING DOCUMENTS

# Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

### 25PM0057

Repair/Maintenance of DPWH Building Mountain Province 2nd District Engineering Office Main Building Saliok, Natonin, Mountain Province

Sixth Edition July 2020

# **Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the "Works") through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, government-owned and/or -controlled includina corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# Glossary of Terms, Abbreviations, and Acronyms

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

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**Contractor** — is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.

Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

**Foreign-funded Procurement or Foreign-Assisted Project** – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS -** Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.

# Section I. Invitation to Bid



# Republic of the Philippines DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

# MOUNTAIN PROVINCE SECOND DISTRICT ENGINEERING OFFICE





#### **Invitation to Bid for**

### Repair/Maintenance of DPWH Building Mountain Province 2nd District Engineering Office Main Building Saliok, Natonin, Mountain Province

- The Department of Public Works and Highways Cordillera Administrative Region – Mountain Province Second District Engineering Office, through the GAA - FY 2024 intends to apply the sum of One Million Three Hundred eighty Three Thousand Pesos (PhP 1,383,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for 25PM0057. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- The Department of Public Works and Highways Cordillera Administrative Region (CAR) - Mountain Province Second District Engineering Office now invites bids for the above Procurement Project. Completion of the Works is required Ninety (90) 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 nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- Interested bidders may obtain further information from Department of Public Works and Highways – Cordillera Administrative Region (CAR) - Mountain Province Second District Engineering Office 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 June 09, 2025 July 01, 2025 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 (Php 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees through the e-mails indicated below.
- 6. The Department of Public Works and Highways (DPWH) Cordillera Administrative Region (CAR) Mountain Province Second District Engineering Office will hold a Pre-Bid Conference on June 17, 2025 10:00 A.M. at Conference hall, DPWH CAR- Mountain Province Second District Engineering Office, Natonin, Mountain Province and/or through videoconferencing via zoom, which shall be open to prospective bidders.
- 7. Bid submission maybe done manually or electronically/online. However, bidders should only select one mode of submission, either manual or electronic. Similar to manual

- submission, the guidelines for the preparation and submission of an electronic bid are contained in the **BDS**.
- 8. Bids must be duly received by the BAC Secretariat at the address below for manual submission or at *electronicbids\_mtprovince2@dpwh.gov.ph* for electronic submission on or before **July 1, 2025/10:00 A.M.**
- 9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 10. Bid opening shall be on **July 1**, **2025**/ **10:00 A.M.** at the given address below and/or through videoconferencing via zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. The *Department of Public Works and Highways (DPWH) Cordillera Administrative Region (CAR) Mountain Province Second District Engineering Office* 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:

#### **JONNEL K. EMENGGA**

OIC-Assistant District Engineer / BAC Chairperson DPWH – MPSDEO Natonin, Mountain Province mpsdeocar@gmail.com

13. You may visit the following websites:

For downloading of Bidding Documents: (a) <a href="https://www.philgeps.gov.ph">www.philgeps.gov.ph</a>
(b) <a href="https://www.dpwh.gov.ph">www.dpwh.gov.ph</a>

(b) www.upwii.gov.pii

For electronic bid submission: *electronicbids\_ mtprovince2@dpwh.gov.ph* 

For Inquiries: **mpsdeocar@gmail.com** 

Approved: Noted:

**JONNEL K. EMENGGA**OIC-Assistant District Engineer
BAC Chairperson

**ROLAND B. MATIAS**District Engineer

# Section II. Instructions to Bidders

## 1. Scope of Bid

The Procuring Entity, *Department of Public Works and Highways (DPWH)* – *Cordillera Administrative Region (CAR) - Mountain Province Second District Engineering Office invites* Bids for the Repair/Maintenance of DPWH Building Mountain Province 2nd District Engineering Office Main Building Saliok, Natonin, Mountain Province with Project Identification Number *25PM0057*.

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 *FY 2025 GAA* in the amount of *One Million Three Hundred Eighty Three Thousand Pesos (PhP 1,383,000.00)*
- 2.2. The source of funding is:

#### **FY 2025 GAA**

## 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. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Saliok**, **Natonin**, **Mountain Province** and/or through videoconferencing via zoom 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 **not exceeding One Hundred Twenty (120) Calendar Days from the date of the opening of bids**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

# 16. Sealing and Marking of Bids

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

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

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

#### 17. Deadline for Submission of Bids

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

# 18. Opening and Preliminary Examination of Bids

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

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

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

## 19. Detailed Evaluation and Comparison of Bids

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

# 20. Post Qualification

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

# 21. Signing of the Contract

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

# Section III. Bid Data Sheet

# **Bid Data Sheet**

ITB Clause					
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:				
	Major Categories of Work:				
	BIR - Buildings:Repair				
	Similar Categories of Work:				
	BIRTL - Buildings:Retrofitting-Low Rise MBG - Maintenance of Buildings				
7.1	Subcontracting is not allowed.				
8	Pre-bid Conference may be conducted through videoconferencing upon request by prospective bidders which will be through e-mail (mpsdeocar@gmail.com).				
10.3	No further Instructions				
10.4	The key personnel must meet the required minimum years of experience set below:				
	SCC DCIOVV.				
	Position	No. of Personnel	Total Years of Experience (years)	Same Position in Similar Works	
	Project Manager				
	a) Projects costing above Twenty Million	1	5	3	
	b) Project costing below Twenty Million	1	3	2	
	Project Engineer Accredited as per D.O. No. 118 Series of 2024				
	a) Projects costing above Twenty Million	1	5	3	
	b) Project costing below Twenty Million	1	3	2	

	Material & Quality Control Engineer	1	D.O. 98	s. 2016	
	Safety Officer	As required	d by D.O. 98, s.2 39, s.2020	2014 and D.O.	
		1	-	-	
	First Aider	•	Philippine Red C , per DOLE/CSHI	•	
		1			
	Construction Foreman				
	a) Projects costing above Twenty Millio n	1	5	3	
	b) Project costing below Twenty Million	1	3	2	
10.5	10.5 1. The minimum major equipment requirements are the following:				
	Descriptio	n	Сарас	ity Requir Units	
	Dump Truck		10 cu.	m. 1	
	One Bagger Concre	ete Mixer		1	
	Bar Cutte	r		1	
	Bar Bende	r		1	
	Plate Compa	ctor		1	
	Welding Mac	hine		1	
	Minimum required Labo 2017 for the minimum Series of 2018	oratory Equip <i>materials t</i>	oment based or esting equipm	n D.O. 11, Seri ent and D.O.	es of 127,
12	No Further Instructions				
15.1	<ul> <li>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</li> <li>a. The amount of not less than <i>Php 27,660.00</i> Two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <i>Php 69,150.00</i> Five percent (5%)</li> </ul>				
	of ABC if bid securit	ty is in Suret	y Bond.		

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Bid submission maybe done manually or electronically/online. However, bidders should only select one mode of submission, either manual or electronic.

The address for receipt of Bids submitted manually is **Natonin, Mountain Province** 

The deadline for receipt of Bids is on July 1, 2025: 10:00 A.M.

For bids to be submitted electronically/online, the following procedures should be observed following D.O. 105 s 2020:

1. Submission of electronic Official Receipt of purchase of the Bidding Documents

Prior to the deadline of submission of bids, the prospective bidders shall send an e-mail with subject "Official Receipt for 25PM0057 to electronicbids\_mtprovince2@dpwh.gov.ph. Attached to the said e-mail is the copy of the Official Receipt of purchase of bidding documents in Portable Document File (PDF) format with file name in the format "<PCAB ID>\_<CONTRACT ID>\_OfficialReceipt.pdf".

For example, the filename of the attached PDF containing the Official Receipt of the Contractor with PCAB ID No. 12345, who intends to participate in the bidding of Contract ID No. 25PM0057 shall be "12345\_25PM0057\_OfficialReceipt.pdf". Further, the e-mail subject would be "Official Receipt for 25PM0057".

In case a prospective bidder originally intends to join the bidding as a Joint Venture (referred as "original bidder"), has been issued an Official Receipt of purchase of bidding documents and has submitted the electronic Official Receipt, but eventually decided to join the bidding with new members or as individual contractors (referred as "regrouped bidder"), or vice-versa, the "regrouped bidder" should purchase a new bidding document to be issued with the corresponding Official Receipt in their name and submit the electronic Official Receipt following the same procedures.

#### 2. Confirmation of the electronically submitted Official Receipt

2.1 An e-mail shall be received by a prospective bidder confirming its successful submission of the Official Receipt as required under Item 1.

Only the electronic bids of bidders who have successfully submitted an electronic Official Receipt shall be accepted.

- 2.2 An e-mail shall also be received by a prospective bidder in instances where their sent e-mail related to Item 1:
  - Has incorrect subject Contract ID, which means that a corresponding folder with the same Contract ID does not exist in the eBid Portal;
  - b. Has no attachment;
  - c. Has an attachment but is not in the prescribed format;
  - d. Has more than one (1) attachment; or

e. Was received after the deadline of bid submission.

For the foregoing cases, the prospective bidders should rectify/correct the noted deficiency/ies to comply with the requirements under Item 1 for its electronic bid to be accepted.

#### 3. Preparation and submission of an electronic Bid

The prospective bidders shall prepare and submit their bids electronically following the steps prescribed under with D.O. 105 s 2020 in accordance with GPPB Resolution No. 09-2020 as follows:

- a. Following GPPB Resolution No. 09-2020, a bidder has the option to submit bid electronically. However, If a bidder chooses to submit an electronic bid, the same bidder can no longer submit a bid manually for the same contract, and vice versa.
- b. Similar to manual submission, prospective bidders shall prepare their bids in two (2) file folders, each for the Technical and Financial Components. The file name of the Technical and Financial Components folders should be in the format <PCAB ID>\_<CONTRACT\_ID>\_TECHNICAL and <PCAB ID>\_<CONTRACT\_ID>\_FINANCIAL (e.g. 12345 25PM0055 TECHNICAL, 12345 25PM0055 FINANCIAL).

Subsequently, each of the Technical and Financial Components folders shall COMPRESSED. **PASSWORD** file be PROTECTED and NAMED in the format <PCAB ID> <CONTRACT ID> TECHNICAL.zip (or .rar/.7z) and <PCAB ID> <CONTRACT ID> FINANCIAL.zip (or .rar/.7z). respectively (e.g. 12345 25PM0055 TECHNICAL.zip, 12345 25PM0055 FINANCIAL.zip).

- c. Each file contained in the Technical and Financial Components file folders shall be in PDF format (either scanned or exported/published), with file name in the format <PCAB ID>\_<CONTRACT ID>\_DescriptiveFilename.pdf (e.g. 12345 25PM0055 PCABLicense.pdf, 12345 25PM0055 OmnibusSwornStatement.pdf).
- d. The compressed archive file folders of the Technical and Financial components shall be compiled in a PASSWORD PROTECTED COMPRESSED ARCHIVE MAIN FILE FOLDER with filename in the format <PCAB>\_<CONTRACT ID>\_Bid (e.g. 12345 25PM0055 Bid).

In case the total file size of the main archive file folder is more than the allowable size of an attachment per e-mail of the prospective bidder's e-mail service provider (e.g. Gmail, Yahoo Mail, Outlook), they shall need to split its electronic bid into two or more PASSWORD PROTECTED COMPRESSED ARCHIVE MAIN FILE FOLDERS.

e. The e-mail submitting the prospective bidder's electronic bid should have a Subject in the format "Bid Submission for [Insert Contract ID]" (e.g. "Bid Submission for 25PM0055").

In case of multiple compressed archive main file folders, it shall be submitted in multiple e-mails, each with Subject in the format "Bid Submission [Insert Number of main archive folder]/[Insert total number of main archive folders]" (e.g. "Bid Submission 1/2 for 25PM0057"and "Bid Submission 2/2 for 25PM0057".

f. The prospective bidder shall submit its electronic bid to electronicbids\_mtprovince2@dpwh.gov.ph using the prospective bidder's e-mail address registered in the Civil Works Application (CWA). In case prospective bidders are not yet registered, they can use any e-mail address, subject to the verification of the BAC Secretariat.

#### 4. Modification of an electronic bid

If a bidder wishes to modify its electronic bid, he may do so following the procedures in the manual submission of bid or he may choose to submit his modification electronically in the same format prescribed in the preparation and submission of an electronic bid, except that the subject of the e-mail submitting the bid modification shall be labelled "Bid Modification X for <Contract ID>", where "X" represents the number of bid modification submitted. For example, the subject of an e-mail submitting a first bid modification for Contract ID No. 25PM0057 should be "Bid Modification 1 for 25PM0057".

#### 5. Non-participation in the Bidding

In case a prospective bidder that have purchased a bidding, document decided not to participate, he may choose to submit his letter of non-participation manually or electronically. In case of electronic submission, the contractor shall send an e-mail with the Subject "Non-participation for <Contract ID>" with the letter of non-participation as attachment with file name "<PCAB ID> <CONTRACT ID> Non-Participation.pdf". This e-mail should be sent to electronicbids\_mtprovince2@dpwh.gov.ph the before deadline for bid submission.

#### 6. Withdrawal of Electronic Bid

Bids may only be withdrawn prior the deadline for bid submission. In case of withdrawal of an electronic bid, the bidder shall send an e-mail with the subject "Bid Withdrawal for <Contract ID>" and the letter of bid withdrawal in pdf format with filename "<PCAB ID> <CONTRACT ID> BidWithdrawal.pdf"

shall be attached. This e-mail should be sent to *electronicbids\_mtprovince2@dpwh.gov.ph* before the deadline for bid submission.

#### 7. Opening of the electronic bid

Only during the actual opening of bids shall the bidder disclose the passwords for his electronic bid. This can be done by the bidder's authorized representative verbally in person, through phone call, online platforms (e.g. videoconferencing, webcasting), or through writing. In all cases, the bidders will have only three (3) attempts or fifteen (15) minutes, whichever comes first, to provide the correct password. Otherwise, the bidder shall be disqualified except in unforeseen justifiable circumstances. The bidder may also be subjected to the threestrike policy (D.O. 17, Series of 2015) as warranted by the circumstances.

If the bidder chooses to disclose the password through phone call, he should make sure that the contact numbers as recorded in the Civil Works Application are open when the BAC calls to ask for the password. The bidder may also choose to call the BAC number 09395660133 and/or e-mail mpsdeocar@gmail.com during the bid opening time and wait for the opening of his bid for him to disclose the password.

If the bidder chooses to attend the bid opening through online conference, the bidder shall request through e-mail **mpsdeocar@gmail.com**.

If the bidder chooses to disclose the passwords through writing, the letters for password 1 (Main File Folder/Technical Component File Folder) and password 2 (Financial Component File Folder) should be enclosed in separate envelopes with the sender details (AMO, Bidder Name, Address) addressed to the BAC Chairperson, with the details of the bidding (Contract ID, Contract Name, Bid Opening Date and Time), signed and sealed, with a remark "Password [Insert 1 or 2]. Do not open before actual bid opening date and time".

All electronic bids (Password protected compressed archive main file folder/s) shall be opened first for the opening of the Technical Component compressed archive file folder/s. This shall be followed by the opening of the bids submitted manually for the opening of the Technical Component Envelopes. The same procedures apply for the Financial Component compressed archive file folder/s and financial component envelopes.

	If the electronic bid or file within it was found to be damaged, could not be extracted or opened, the bid shall be considered "Failed".  If the electronic bid is not password-protected or is not in the required format, the bid shall still be accepted provided that the bidder acknowledges such condition. The BAC shall assume no responsibility for the misplacement of the contents of the contents of the improperly sealed or marked bid, or improperly compressed or password-protected folder, or for its premature opening.  8. File name convention in case of a Joint Venture Bidder  For Joint Venture (JV), the format of PCAB ID to be used by the bidder in naming their files, folders and archives shall be "JV- <pcab id="" lead="" member="" of="" the="">". For example, if three (3) Contractors with PCAB ID Nos. 12345 (lead member), 67890, and 24680 entered into a JV, the PCAB ID they must use is "JV-12345".</pcab>	
19.2	Partial bids are not allowed.	
20	No further Instructions	
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

- 4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

# 4. The Contractor's Obligations

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

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

## **5.** Performance Security

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

# **6.** Site Investigation Reports

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

# 7. Warranty

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

# 8. Liability of the Contractor

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

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

#### 9. Termination for Other Causes

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

## 10. Dayworks

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

## 11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC.**
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

# 12. Instructions, Inspections and Audits

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

# 13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total

contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

## **14.** Progress Payments

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

# 15. Operating and Maintenance Manuals

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

# Section V. Special Conditions of Contract

# **Special Conditions of Contract**

GCC Clause	
2	The Intended Completion Date is Ninety (90) Calendar Days.
4	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor upon issuance of <i>NOTICE TO PROCEED</i> .
6	No Further Instructions
7.2	Semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>Ten (10) days</i> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 10% of the Contract Price.
13	The amount of the advance payment is 15% of Contract Cost, the schedule of payment is upon Start date of Construction Schedule if approved.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
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 10% of the Contract Price.

# Section VI. Specifications

(REFER TO DPWH BLUE BOOK MANUAL FOR EACH PAY ITEM)

#### **Provision for Safety and Health**

#### 4.1 Health and Safety Plan

Within one month of his arrival on site the Contractor shall submit a Health and Safety Plan with operational details of his proposals to the engineer for his approval.

#### 4.2 Accident Prevention Officer; accidents

- 1. Due precautions shall be taken by the Contractor, at his own cost, to ensure the safety and protection against accidents of all staff and labor engaged on the works, local residents in the vicinity of the works, and the public travelling through the works.
- 2. The contractor shall have on his staff on site a designated full-time officer qualified to promote and maintain safe working practices. This officer shall have authority to issue instructions and shall take protective measures to prevent accidents, including but not limited to the establishment of safe working practices and the training of staff and labor in their implementation.
- 3. The contractor shall be responsible for all costs including medical treatment, transport, accommodation, etc. incurred by any member of the public or his labor forces whether on direct contract or sub-contract as a result of injuries or illness arising from the execution of the works.

#### 4.3 Protective Clothing and Safety Equipment

- 1. The contractor shall at his own expense provide protective clothing and safety equipment to all staff and labor engaged on the Works to the satisfaction of the Engineer. Such clothing and equipment shall include, at a minimum, high visibility vests for workers directing traffic, protective footwear for workmen undertaking concrete mixing work, protective footwear and gloves for any workmen performing bituminous paving works, protective footwear and otherwise as appropriate to the job in hand and to the Engineer's satisfaction.
- 2. If the Contractor fails to provide such clothing and equipment the employer shall be entitled to provide the same and recover the cost from the Contractor.

#### 4.4 Medical and First-Aid Facilities

The contractor shall provide and maintain throughout the duration of the Contract, a medical examining room and sick bay together with all necessary supplies and equipment to be sited in the Contractor's main camp. The rooms shall be used exclusively for medical purposes and shall be of good quality construction with electric lighting and otherwise suitable for their purpose. The sick bay shall have at least two beds, and shall be provided with adjacent washing and sanitation facilities.

The contractor shall employ part time Medical Practitioner and first aider on site who shall be engaged solely for medical duties.

The contractor shall at his own expense provided first aid equipment at all camps and work sites to the satisfaction of the Engineer, and shall ensure that at all camps and works shall at all times have a person qualified in first-aid with access to appropriate first-aid equipment.

The location of the medical room and other medical and first-aid facilities shall be made known to all employees by posting suitable notices at prominent locations around the site and by verbal instruction upon recruitment.

#### 4.5 Supply of Drinking Water, Sanitation

The Contractor shall provide on the Site and at his expense an adequate supply of potable drinking water for all staff and labor engaged on the works, together with sanitary facilities (portable toilets or latrines), to the satisfaction of the Engineer. The Contractor shall thoroughly disinfect and fill all latrine pits, sumps and trenches when no longer required.

#### 4.6 Measurement and Payment

Health and Safety will be measured and paid in accordance with the current DPWH Department Order, series 2005: Re "Guidelines for the Implementation of DOLE D.O. No. 13, series of 1998, Governing Occupational Safety and health in the Construction Industry".

Payment will be under:

Pay Item	Description	Unit of Measurement
ITEM B	Provision for Safety and Health	lumpsum

# Section VII. Drawings

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

# Section VIII. Bill of Quantities

# **Notes on the Bill of Quantities**

### **Objectives**

The objectives of the Bill of Quantities are:

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

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

### **Daywork Schedule**

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

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

#### **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the

SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

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

### **Signature Box**

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

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

# Section IX. Checklist of Technical and Financial Documents

# **Checklist of Technical and Financial Documents**

### I. TECHNICAL COMPONENT ENVELOPE Class "A" Documents

<u>Legal Documents</u>
☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
$\square$ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
$\Box$ (c)Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
$\hfill\square$ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>
$\hfill \Box$ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
$\hfill \square$ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
$\Box$ (h) Philippine Contractors Accreditation Board (PCAB) License; or Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid; and
$\hfill\Box$ (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
(j) Project Requirements, which shall include the following:
$\hfill\Box$ a. Organizational chart for the contract to be bid;
$\hfill \Box$ b. List of contractor's key personnel ( e.g. , Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
☐ c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of

equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
□ (k) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
Financial Documents
☐ (I) The prospective bidders's computation of Net Financial Contracting Capacity (NFCC)  **Class "B" Documents**
☐ (m) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case of 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 provision of the JVA in the instance that the bid is successful
II. FINANCIAL COMPONENT ENVELOPE
$\hfill\Box$ (n) Original of duly signed and accomplished Financial Bid Form; and
Other documentary requirements under RA No. 9184
$\hfill\Box$ (o) Original of duly signed Bid Prices in the Bill of Quantities; and
$\Box$ (p) 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
☐ (q) Cash Flow by Quarter.
Note:
<b>1.</b> Department Order #09 Series of 2012 "Technical Requirements for Civil Works Projects for Public Bidding", to the prospective bidders in order to avoid unnecessary delay of eligibility processing and post-qualification.
<b>1.a</b> That a Key Technical Personnel is an employee of the bidder and working on another project at the time of the bidding, the bidder shall submit a certification that (1) the personnel will be pulled out from the ongoing project once the bidder is awarded the contract, and (2) he/she will be replaced with another person with equal or better qualifications, as certified by the head of the implementing office.

bidder if it is awarded the contract under bidding.

**1.b** That the bidder may propose a Key Technical Person who is not its employee provided that the said personnel is required to submit a certification that he/she will work for the

- 2. The Bid Securing Declaration, Performance Securing Declaration, Joint Venture Agreement or duly notarized statements from all the potential Joint Venture partners, Contract Agreement form and Omnibus Sworn Statement and other legal instrument shall be notarized in accordance with the latest Rules on Notarial Practice.
- **3.** Bid proposal must be submitted and dropped by the owner or the bidder's authorized liaison Officer as stated in the Bidder's CRC. Present photocopy of CRC and two (2) valid ID of owner or liaison Officer upon submission of Bid. For bidder's representative not stated in the Bidder's CRC, present Special Power of Attorney together with two (2) valid IDs of both representative and the owner.
- **4.** Only the owner or the bidder's authorized liaison Officer as stated in the Bidder's CRC shall be allowed to apply for an Order of Payment. Present photocopy of CRC and two (2) valid ID of owner or liaison Officer. For bidder's representative not stated in the Bidder's CRC, present Special Power of Attorney together with two (2) valid IDs of both representative and the owner.
- **5.** The page numbers must be numbered according to the total number of pages. (E.g. the total numbers of pages are 100: page 1 of 100, page 2 of 100, page 3 of 100 and so on...) Pagination shall start from the front cover page and end to back cover page.

#### Department of Public Works and Highways (DPWH)

List of all on-going contracts including those already awarded but not yet started, both in government and in the private sector: Attach Annex "J" NOTE: Cost must be in Philippine Pesos computed on the date of the signing of the contract.

	Name of Contract	Owner's Name and Address	Partici- pation %	Contract Date		Percent		Major		Estimated Total
Contract ID				Start mm/dd/yy	Completion mm/dd/yy	WA	TE	Categories of Work Code Refer to Attachement A	Dimen- sions	Cost per Major Work Category (PhP)

Key: WA = Work Accomplished	TE = Time E	Japsed
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- 1. Notices of Award
- 2. Approved Contract Agreement with copy of scope of work and contract costs and Bill of Quantities (BOQ)
- 3. Notices to Proceed

#### Department of Public Works and Highways (DPWH)

#### B. TECHNICAL ASPECTS (Contractor's Work Experience)

1. List of all contracts completed by the contractor both in government and in the private sector: Attach Annex "I"

	Contract Name	Owner's Name and Address	Contractor's Role & Partici- pation %	Contr	act Date	Major Categories of Work Code Refer to Attachment A	Dimensions Refer to Attachment A	Total As Built Cost Per Major Work Category (PhP)
Contract ID				Start mm/dd/yy	Actual Completion mm/dd/yy			

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# Form for **Single Largest Completed Contract**:

### Attachments:

- 1. Certificates of Completion
- 2. Approved Contract Agreements with copy of scope of work and contract costs and Bill of Quantities (BOQ)
- 3. Certificates of Acceptance

Contract ID: Contract Name: Location of the Contract:					
REPU	BLIC OF THE PHILIPPINES)				
	OF) S.S.				
Х	BID-SECURING DECLARATION				
Contr	tion to Bid: [Insert reference number] act ID: act Name:				
To: [ <i>In</i>	nsert 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 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/we filed a waiver to avail of said right;				

I/we have furnished the performance security and signed the Contract.

(c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and

**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

Amant				
SUBSCRIBED AND SWORN to before me this day of [month] [year] at [place of execution] Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no  Witness my hand and seal this day of [month] [year].				
NAME OF NOTARY  Serial No. of Commission  Notary Public for  Roll of Attorneys No  PTR No, [date issue IBP No]]	ion until  ed], [place issued]			
Doc. No				
Page No				
Book No				
Series of				
Note: This must be dry-sealed.				

Contract Name: Location of the Contract:				
1.	CONTRACTOR'S ORGANIZATIONAL CHAI	RT FOR THE CONTRACT		
Contrac Enginee Key Per	a copy of the Organizational Chart that the Contract if awarded to it. Indicate in the chart the names er, Structural Engineer, Materials and Quality Controrsonnel, as required in the Instructions to Bidders (etors, if any.	of the Project Manager, Project of Engineer, Foremen, and other		
A	ttach the required Proposed Organizational Chart for	the Contract as stated above.		
	nd Signature of Bidder's Representative	Date:		
<u>Positior</u> Name o	<u>t</u> <u>f Bidder</u>			
DPWH-	-INFR-13			

**Contract ID:** 

## **CURRICULUM VITAE (CV)**

Proposed Position:									
Name of Firm:	-								
Name of Staff:									
Profession:									
Date of Birth:									
Years with Firm/Entity: Nationality:									
Membership in Professional Societies:									
Detailed Tasks Assigned:									
<b>Key Qualifications:</b>									
[Give an outline of staff member's experience and training most pertinent to tasks	on project.								
Describe degree of responsibility held by staff member on relevant previous proje	cts and give								
dates and locations. Use about half a page.]									
<b>Education:</b>									
[Summarize college/university and other specialized education of staff members, g of	iving names								
schools, dates attended, and degrees obtained. Use about one quarter of a page.]									
<b>Employment Record:</b>									
[Starting with present position, list in reverse order every employment held. List a	all positions								
held by staff member since graduation, giving dates, names of employing organiz of	ations, titles								

positions held, and locations of projects. For experience in last ten years, also give types of

activities performed and client references, where appropriate. Use about two pages.]

Languages:						
For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and						
vriting.]						
Certification:						
, the undersigned, certify that to the best of my knowledge and belief, these data correctly						
lescribe me, my qualifications, and my experience.						
Date:						
Signature of staff member and authorized representative of the firm] Day/Month/Year						
Full name of staff member:						
Full name of authorized representative:						
Commitment:						
, the undersigned, hereby confirm that I am exclusively committed with [Name of Bidder].						
firmly commit to assume the post of {Propose Position] for the [Name of Project], and that I						
vill fully be available to undertake the complete assignment in the Technical Proposal.						
Signature over Printed Name						
SUBSCRIBED AND SWORN to before me this day of [month] [year] at [place of execution Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8 3-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no  Witness my hand and seal this day of [month] [year].						

NAME OF NOTARY PUBLIC

	Serial No. of Commission
	Notary Public for until
	Roll of Attorneys No
	PTR No, [date issued], [place issued]
	IBP No, [date issued], [place issued]
Doc. No	
Page No	
Book No	
Series of	
Note: This must be dry-sealed.	

Con	trac	t ID No.: t Name: n of the Contract:				
		KEY PERSONNEL'S AFFIDA	VIT OF COMMITM	ENT TO WORK	ON THE CON	TRACT
Da	te o	f Issuance				
Po:	sitio	of Procuring Entity				
De	ar S	ir/Madame:				
1.	10	confirm that <u>Name of Co</u> in the above stated (				
2.	aw du Dra	therefore, commit to assume varded to the Contractor, and I ties of such position in accommings, and other provisions of e jobsite for the duration of my	shall employ the ordance with the fithe Contract A	ne best care the Condition	, skill, and one of Cor	ability to perform the stract, Specifications
3.	Co so	o not allow the use of my nam ntract without my commitmen shall be a sufficient ground for the DPWH.	t to assume the	e said position	on, since I u	understand that to do
4.	l sı	ubmit, and certify as true and c	orrect, my bio-	data as follo	ws:	
	b. c. d. e. f.	Name Date of Birth Nationality Educational Attainment Specialty PRC License No. and Date Tax Information No. (TIN) Employment Record				
		Name & Address of Employer	Position	From Mo./Yr.	To Mo./Yr.	Total Period Yrs. & Mos.

Proj. Name & Location     Owner's Name & Address     iii. My Position	i. Proj. Description ii. Total Proj. Cost	i. Part of Proj. I Handled ii. Cost of Part	i. Start Date ii. Compl. Date	
Completed Projects:				
On-going Projects:				
		/use another	sheet, if necessary)	
		(use another	stieet, it fiecessary)	
Very truly yours,				
Name and Signature of Perso	onnel			
Name and Signature of Perso	<u>mner</u>			
Noted by:				
Name and Signature of Con-	tractor's Authorized R	epresentative		
Name and Signature of Con	tractor's Authorized R	<u>epresentative</u>	G.	
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Contract ID:	
Contract Name:	
Location of the Contract:	

# LIST OF CONTRACTOR'S KEY PERSONNEL TO BE ASSIGNED TO THE CONTRACT, WITH THEIR QUALIFICATION DATA

#### Date of Issuance

Name of Head of Procuring Entity Position Name of Procuring Entity Address

Dear Sir/Madame:

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

1. We have engaged the services of the following key personnel to perform the duties of the positions indicated in the above-stated Contract if it is awarded to us:

Proposed Position (as applicable)	Name	Years of Experience	
		Total (Similar	Similar
		and Related)	Position
Project Manager			
Project Engineer			
Materials Engineer I			
Foreman			
Others (specify)			

- 2. We submit the enclosed Curriculum Vitae and Affidavits of Commitment to Work on the Contract of these key personnel.
- 3. We ensure that the abovementioned personnel 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 Contract, Specifications, and Drawings, and that they shall be personally present in the jobsite during the period of their assignment in the Contract.
- 4. In the event that we choose to replace any of the abovementioned key personnel, we shall submit to you in writing at least fourteen (14) days before making the replacement, for your approval, the name and bio data of the proposed replacement whose qualifications shall be equal to or better than that of the person to be replaced.
- 5. We understand that any violation of the above-stated conditions shall be a sufficient ground for us to be disqualified from this Contract and future biddings of the DPWH.

Very truly yours,

Name and Signature of Bidder's Authorized Representative

DPWH-INFR-14

Contract ID:	
<b>Contract Name:</b>	
<b>Location of the Con</b>	ract:
LIST OF CONTRACTOR	S MAJOR CONSTRUCTION AND LABORATORY EQUIPMENT UNITS TO BE ASSIGNED TO THE CONTRACT, SUPPORTED BY CERTIFICATIONS OF AVAILABILITY
Business Name	

a. Business Address

Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lease/Purchase
A. Owned <sup>1</sup>							
i.							
ii.							
iii.							
iv.							
v.							
B. Leased <sup>2</sup>							
i.							
ii.							
iii.							
iv.							
v.							
C. Under Purchase Agreements <sup>3</sup>							

i.							
ii.							
iii.							
iv.							
v.							
Attached are copies of sales invoices / Registration Certificates from LTO.							
<sup>2</sup> Attached are the certifications from the lessors that the equipment units under B (Leased) shall be available for this contract.							

<sup>&</sup>lt;sup>3</sup>Attached are the certifications from the vendors that the equipment units under C (Purchase Agreements) shall be available for this contract.

<sup>4</sup>Attached is affidavit of ownership for Batching Plant

Minimum major construction equipment requirement as prescribed in the Bid Data Sheet:	Minimum major laboratory equipment requirements as prescribed in Bid Data Sheet:

Name and Signature of Bidder's Representative

**Position** 

Name of Bidder

DPWH-INFR-15

Contract ID:	
Contract Name:	
Location of the Contract:	

# OMNIBUS SWORN STATEMENT AS REQUIRED BY RA 9184-IRR SECTION 25.2b)iv)

REPUBLIC OF THE PHILIPPINE	S)
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. 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 s Philippines.	et my hand this day of, 20 at,
	[Bidder's Representative/Authorized Signatory]
Philippines. Affiant/s is personally known evidence of identity as defined in the 2004	e this day of [month] [year] at [place of execution], to me and was identified by me through competent Rules on Notarial Practice (A.M. No. 02-8-13-SC). of government identification card used], with his/her, with no
Witness my hand and seal this day of [n	nonth] [year].
	NAME OF NOTARY PUBLIC Serial No. of Commission
	Notary Public for until
	Roll of Attorneys No
	PTR No, [date issued], [place issued]
	IBP No, [date issued], [place issued]
Doc. No	
Page No	
Book No	
Series of	

Contract ID:	
Contract Name:	
Location of the Contract:	

# BILL OF QUANTITIES

Part No Part De	cription:
-----------------	-----------

	Columns (1), (2), (3) e filled up by the Pr				(5) and (6) are up by the Bidder)
Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
	<pre><description 1st="" item="" of="">  <description 2nd="" item="" of=""></description></description></pre>			In words: Pesos  In figures: Php  In words: Pesos	In figures: Php  In figures: Php  In figures: Php
				In figures: Php	

< <u>Description of</u> 4th Item>	In words: Pesos	In figures: Php
	In figures: Php	
< <u>Description of</u> <u>5th Item&gt;</u>	In words: Pesos	In figures: Php
	In figures: Php	
< <u>Description of</u> 6th Item, etc.>	In words: Pesos	In figures: Php
	In figures: Php	
	Sub-Total for this Page	In words: Pesos
		In figures: Php
Submitted by:		,
<u>Name and Signature of Bidder's Represer</u> <u>Position</u> <u>Name of Bidder</u>	ntative Date:	

DPWH-INFR-17

Contract ID:	
Contract Name:	
Location of the Contract:	

# SUMMARY OF BID PRICES (All Parts of Bill of Quantities or BOQ)

## **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"

Part No.	Part Description	Total Amount

Т	otal of All Amounts
<b>Total of All Amounts in Words:</b>	
Pesos	
andc	entavos.
Name	in the capacity of
Signed	Date
Duly authorized to sign the Bid for an	nd on behalf of

DPWH-INFR-18

Contract ID:	
<b>Contract Name:</b>	
<b>Location of the Contract:</b>	

*Name of Bidder*DPWH-INFR-19

# CASH FLOW BY QUARTER

PARTICULAR	TOTAL.	YEAR				YEAR			
		1st Q	2nd Q	3rd Q	4th Q	1ST Q	2ND Q	3RD Q	4TH Q
ACCOMPLISHMENT, IN %	100.0%								
CASH FLOW, IN PhP									
CUMULATIVE ACCOMPLISHMENT, IN %	100.0%								
CUMULATIVE CASH FLOW, IN PhP									

PARTICULAR	TOTAL.	YEAR				YEAR			
		1st Q	2nd Q	3rd Q	4th Q	1ST Q	2ND Q	3RD Q	4TH Q
ACCOMPLISHMENT, IN %									
CASH FLOW, IN PhP									
CUMULATIVE ACCOMPLISHMENT, IN %									
CUMULATIVE CASH FLOW, IN PhP									

	CUMULATIVE CASH FLOW, IN PhP										
Su	Submitted by:										
Na	me and Signature of Bidder's Representati			Da	te:		_				
Po	<u>sition</u>										

