

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Government of the Republic of the Philippines

Negotiated Procurement for

CY 2022 Bagtingon SRIP: Irrigation Facilities and its Appurtenant Structures

Contract No.: R4B-MOMARO-BGTNSRIP-100M-CY22-007

Location: Buenvista, Marinduque

Date of Issuance of Bidding Documents:

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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



INVITATION FOR NEGOTIATED PROCUREMENT TWO FAILED BIDDINGS

CY 2022 Bagtingon SRIP: Irrigation Facilities and its Appurtenant Structures ITB No. R4B-22-12-012

1. The NIA MIMAROPA Regional Office, through the General Appropriations Act (GAA) CY 2022 intends to apply the sum of NINETY MILLION FOUR HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED SIXTY PESOS AND 33/100 (Php.90,432,960.33) being the Approved Budget for the Contract (ABC) to payments under the contract for the construction of CY 2022 Bagtingon SRIP: Irrigation Facilities and its Appurtenant Structures located at Buenavista, Marinduque with Contract No. R4B-MOMARO-BGTNSRIP-100M-CY22-007.
2. In view of the two (2) failed biddings, the NIA MIMAROPA Regional Office invites bidders to participate in the negotiation for the CY 2022 Bagtingon SRIP: Irrigation Facilities and Its Appurtenant Structures. Completion of the works is required within 360 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 Negotiated Procurement (Two-Failed Biddings) 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 NIA MIMAROPA Regional Office and inspect the Bidding Documents at the address given below on **weekdays 8:00AM – 5:00PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders from **December 21, 2022 – January 3, 2023**, at the given address and website below and upon presentation of Letter of Intent, renewed PCAB License with “Medium A” Category for Irrigation or Flood Control, and upon payment of non-refundable fee for the Bidding Documents amounting to Fifty Thousand Pesos (Php.50,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
6. The MIMAROPA Regional Office will hold a Negotiated Procurement Conference on **December 27, 2022, 1:30 PM**, at NIA Training Center, NIA Compound, Nautical Highway, Bayanan II, Calapan City, Oriental Mindoro thru face-to-face and/or through virtual conferencing via Zoom application, which shall be open to prospective bidders who have submitted their Letter of Intent and renewed PCAB License with “Medium A” Category for Irrigation or Flood Control. The bidder or the bidder’s representatives may attend the activity provided that a Special Power of Attorney, with valid identification card, will be presented by the latter.
7. Following the completion of the negotiations, the best and final offer based on the technical and financial requirements, including the pre-requisite documentary requirements enumerated in the checklist of requirements hereof must be duly received by the BAC Secretariat on or before **03 January 2023 at 1:30 P.M** at the address below. Late submissions shall not be accepted.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. The NIA MIMAROPA Regional 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.
10. For further information, please refer to:

LOWELL L. LOZANO

BAC Chairperson

NIA MIMAROPA Regional Office

*NIA Administrative Building, Nautical Highway,
Bayanan II, Calapan City, Oriental Mindoro*

Email address: **r4b@nia.gov.ph** and **niamimaropa.bac@gmail.com**

Telefax: (043) 288-7267

Website: **<http://region4b.nia.gov.ph/>**

11. You may visit the following websites:

For downloading of Bidding Documents: **www.philgeps.gov.ph** and **<http://region4b.nia.gov.ph/>**

Date issued: December 20, 2022

LOWELL L. LOZANO
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, NIA MIMAROPA Regional Office invites Bids for the Construction of **CY 2022 Bagtingon SRIP: Irrigation Facilities and its Appurtenant Structures** with Contract Number **R4B-MOMARO-BGTNSRIP-100M-CY22-007**.

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 CY 2022 in the amount of **NINETY MILLION FOUR HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED SIXTY PESOS AND 33/100 (Php.90,432,960.33)**.

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

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

15.2. The Bid and bid security shall be valid until **May 3, 2023 (120 Calendar days)**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

The Procuring Entity may request additional 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: Construction of irrigation or flood control.		
7.1	<i>Not applicable.</i>		
10.3	<i>No further instructions.</i>		
10.4	The key personnel must meet the required minimum years of experience set below:		
	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>
	1-Project Manager	3 years	3 years
	1-Project Engineer	3 years	3 years
	1-Materials Engineer	2 years	2 years
	1-Safety Officer	2 years	2 years
	3-Foreman	2 years	2 years
	All manpower must be available, taking into consideration other projects awarded to your organization which have the same or overlapping implementation period.		
10.5	The minimum major equipment requirements are the following:		
	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>
	Dozer	200 HP	1
	Wheel Loader	3 cu.m.	1
	10-wheeler dump truck	12 cu.m.	1
	Dozer	165 HP	1
	Loader	1.5 cu.m.	1
	Dump Truck	4.59 cu.m.	1
	Concrete Mixer	One-Bagger	4
	Bar Cutter	Able to cut a 16mm diameter rebar	4
	The number and capacity of minimum equipment requirement to be submitted by the bidder may be modified as long as the combined capacity of the said equipment is equivalent or greater than the required capacity stated in the minimum equipment required by the project.		
	All equipment must be available, taking into consideration other projects awarded to your organization which have the same or overlapping implementation periods.		
12	Not applicable		
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than 1,808,659.21 (2% of the ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or		

	irrevocable letter of credit; b. The amount of not less than 4,521,648.02 (5% of ABC) if bid security is in Surety Bond.
16	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
19.2	Not applicable.
20	<i>No further instructions.</i>
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 <i>360 Calendar Days from the receipt of Notice to Proceed.</i>
4.1	The Procuring Entity shall give full possession of all parts of the site to the contractor upon receipt of the Notice to Proceed (NTP).
6	No further instructions.
7.2	Five (5) years.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>10</i> days of delivery of the Notice of Award.
11.2	No further instructions.
13	<p>The amount of the advance payment is 15% of the Contract Price and to be recouped every progress billing, to be made as per herein schedule:</p> <p>a. First (1st) Installment – 7.5% of the Contract Price – upon submission to and acceptance by NIA of an Irrevocable Standby Letter of Credit of equivalent value issued by a commercial bank, a bank guarantee or surety bond, callable upon demand, issued by a surety or insurance company duly accredited by the Insurance Commission and confirmed by NIA</p> <p>b. Second (2nd Installment – 7.5% of the Contract price – upon submission to and acceptance by NIA of an Irrevocable Standby Letter of Credit of equivalent value issued by a commercial bank, a bank guarantee or surety bond, callable upon demand, issued by a surety or insurance company duly accredited by the Insurance Commission and confirmed by NIA (if amount is not included in the first installment), and after Contractor has fully mobilized the initial equipment requirement and key personnel indicated in its Manpower Utilization Schedule and as specified in the Bidding Documents.</p> <p>No payment shall be made without the DOLE Approved Safety and Health Program.</p>
14	No further instructions.
15.1	The date of submission of “as built” drawings is upon completion of the project.
15.2	No further instructions.

Section V-A. Local Condition and Supplemental Information

LOCAL CONDITIONS OF CONTRACT

LC-01 LOCATION

The proposed Bagtingon SRIP is located in Barangay Bagtingon, Buenavista Marinduque. Buenavista is located at the southwestern part of Marinduque. It can be reached through shipping from Lucena City, Quezon, where a regular schedule of ferry service by different shipping companies is available from Dalahican to Balanacan port or through pump boat from Pinamalayan, Oriental Mindoro to Gasan port.

Barangay Bagtingon can be reached through a 3 kilometer all-weather concrete road that links the barangay to the national road network of Buenavista, Gasan and Boac. The project damsite is accessible through a dirt road of about 4.5 kilometers.

The service area of the project covers Barangay Uno, Dos, Tres, Quatro, Bagtingon, Caigangan, Malbog and Daykitin with a potential service area of 226 hectares located at the left and right bank of Bagtingon river.

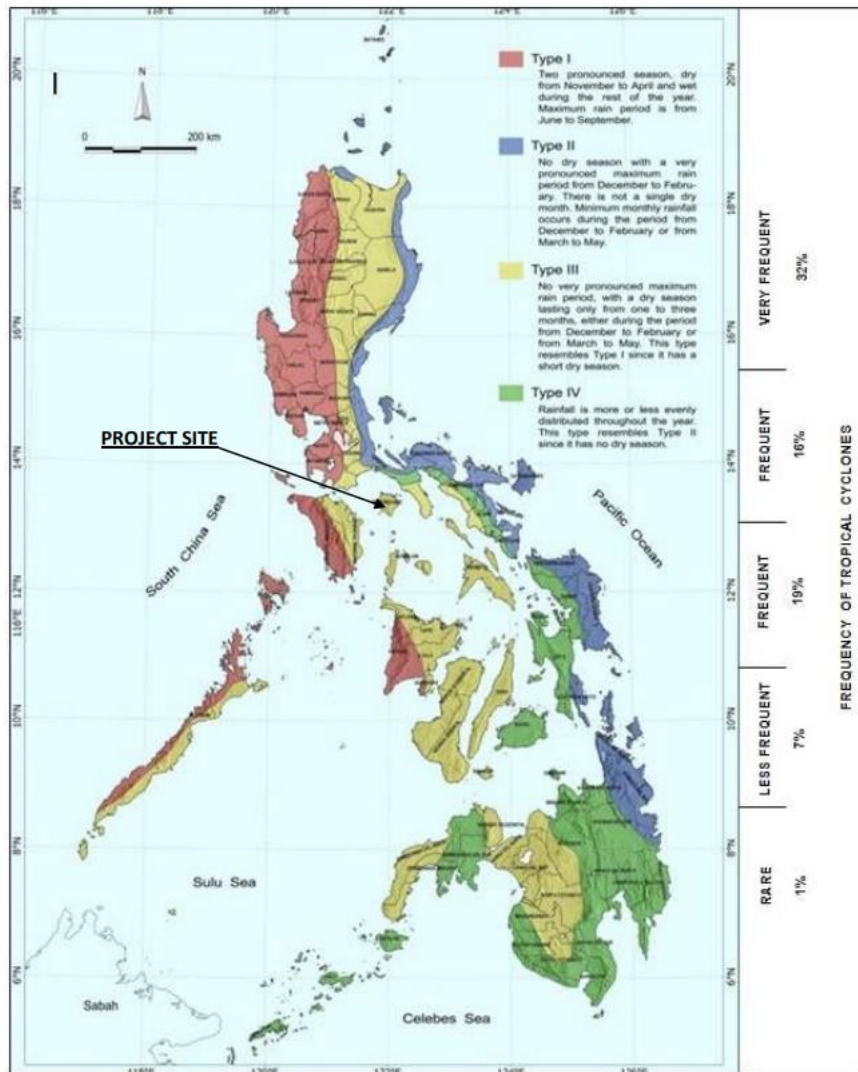
LC-02 CLIMATOLOGICAL DATA

The climate of the Philippines is tropical and maritime in nature. It is characterized by relatively high temperature, high humidity and abundant rainfall. The Philippine climate is classified into four types depending on rainfall distribution and pattern. The four climate types are described as follows:

- 1st Type --Two pronounced seasons; dry from November to April and wet the rest of the year.
- 2nd Type --No dry season with a very pronounced maximum rainfall from November to January.
- 3rd Type --Season not very pronounced; relatively dry from November to April and wet during the rest of the year.
- 4th Type --Rainfall more or less evenly distributed throughout the year.

Based on the Philippine Atmospheric, Geophysical and Astronomic Services Administration (PAGASA) climate map of the Philippines shown in the Figure 5.1. the project site falls under Type III following the Coronas classification.

Figure 5.1 Climate Map of the Philippines



LC-03 WEATHER CONDITIONS

Although the climate base on the map shown in Fig.5.1 that the province of Marinduque were under Category III type climate but due to the effect of climate change from the previous weather data the month of November to April records extensive rainfall.

Table below shows the unworkable days base on the (PAGASA) Daily Rainfall Data available on file for the last three years (2019-2021) from Calapan PAGASA weather station.

Table of identified unworkable days base on 10mm/day and above daily rainfall data

MONTH	YEAR			AVERAGE UNWORKABLE DAYS PER MONTH
	2019	2020	2021	
JANUARY	2		4	3
FEBRUARY	0		3	2
MARCH	0		2	1
APRIL	3		1	2
MAY	4	3	5	4
JUNE	8	12	5	9
JULY	5	9	6	7
AUGUST	5	3		4
SEPTEMBER	5	1		3
OCTOBER	6	15		11
NOVEMBER	3	6		5
DECEMBER	4	6		5
TOTAL UNWORKABLE DAYS PER YEAR				54

LC-04 SOURCES OF MATERIALS/DISPOSAL AREAS

MATERIALS	LOCATION	AVE. HAULING DISTANCE
Common Borrow Materials	Brgy. Bagtingon. Buenavista	3 kms.

Sand, Gravel	Municipality of Boac & Sta. Cruz	45 kms
Construction Materials	Municipality of Boac & Sta. Cruz	45 kms

In the event that there are changes during contract implementation in quarry site and disposal area distance(s) other than those specified above, the contract unit price of any item of work affected shall be reviewed by NIA to determine the reasonable price adjustment. The price adjustment, either additive or deductive, shall be subject to approval by appropriate authority in accordance with the Revised IRR of RA 9184.

The approved contract unit price resulting from said adjustment shall be used in computing the amount to be paid to, or deducted from the Contractor.

For billing purposes, the Contractor shall submit to NIA a written certificate duly certified correct by the Engineer-in-Charge of the actual quarry sites with corresponding hauling distances as a requisite for payment.

LC-05 CONTRACTOR’S CAMP AND WORKING AREA

The contractor shall negotiate and secure the site for his Construction Camp and Office, working area for storage, workshop, warehouse, etc., the cost of which is at his own expense.

Except for payment of Contractor’s Temporary Works and Mobilization of Construction Equipment provided in the Bill of Quantities, the contractor shall at his own expense, operate and maintain areas, buildings, warehouses, shops and other facilities necessary for the execution of the contract work and for the safe storage of materials and equipment. Materials subject to deterioration from exposure to the weather shall be stored in weather-tight storage sheds or container having adequate capacity to enable the contract work to proceed in accordance with the construction program. Supplies of gasoline, fuel, oils or other petroleum products if stored above the ground in tanks of more than 500 liters in capacity, shall not be located within 100 meters of any structure.

The Contractor shall be responsible for all his construction equipment, materials, supplies and other incidentals and the cost incurred for their protection shall be borne by him.

The Contractor shall comply with all laws, proclamation, decrees and regulations of the Republic of the Philippines, or any sub-division thereof which affect the building, maintenance or operation of the Contractor’s Camp and shall be responsible for any damage or claim resulting from inadequate or improper facilities.

Expensive or permanent type of construction will not be required but all buildings shall substantial in construction and shall have a reasonably attractive appearance. No flimsy barong-barong or shanties will be permitted.

The Contractor shall provide his own security force to the extent he deems necessary for maintaining peace and order in the camp and work areas and for safeguarding materials and equipment at the site. Nothing under the provisions of this paragraph shall relieve the Contractor from full responsibility for the maintenance of peace and order and the protection of life and property in all areas wherein he operates. The cost for providing security shall be included in the bid prices for the various items of work in the Bill of Quantities.

No direct payment will be made to the Contractor for the operation and maintenance of the Camp and Office. the entire cost thereof shall be considered included in the bid prices for the various items of work in the Bill of Quantities.

LC-06 COMMUNITY FACILITIES

a. Power Supply

Power supply at the nearest community is being supplied by Marinduque Electric Cooperative (MARELCO) but in the project site the use of generator is advised.

b. Water Supply

The contractor shall provide adequate water supply system utilizing tube wells and/or domestic water supply system owned by the municipalities in the project area.

c. Banking Facilities

The Card Bank is the only banking establishment in the municipality of Bunavista, Gasan, Torrijos and Sta. Cruz. However, in the municipality of Boac other banking establishment were available such as PNB, RCBC, BDO and Landbank.

LC-07 FIRST AID FACILITIES

It shall be the responsibility of the Contractor to furnish and operate first aid facilities for his personnel. Such facilities may be integrated with the NIA's Facilities, if any, upon agreement.

LC-08 RIGHT-OF-WAY

Except for the site of the Contractor's Camp, NIA will acquire and provide all other right of way, free of charge to the contractor at the time they are needed and which in the opinion of NIA, are required for carrying out the Contract Work.

LC-09 PROTECTION OF REAL ESTATE CROSSED BY RIGHT-OF-WAY

The Contractor shall limit the movement of his crews and equipment on the right-of-way, including access routes approved by NIA so as to minimize damage to crops and property, and shall endeavor to avoid marring lands. Before the final acceptance of the works, ruts and scars shall be obliterated and the land shall be restored as early as practicable to its original condition.

The Contractor shall be responsible directly to the NIA for any excessive or unnecessary damage to crops or lands resulting from his operations, whether on the right-of-way, on lands adjacent thereto, or on approved access roads and deductions will be made from payment due the Contractor to cover the amount of such excess or unnecessary damage, as determined by the Project Manager.

No payment will be made to the Contractor for the performance of any work described in this paragraph and the cost thereof shall be included in the bid prices for the various items of work in the Bill of Quantities.

LC-10 CREEK AND STREAM CROSSINGS

The Contractor shall note that the flow in the streams and creeks crossed by the works fluctuates during the year.

LC-11 FEES FOR EXTRACTING AND DISPOSING CONSTRUCTION MATERIALS

NIA will identify all quarry areas and will assist the Contractor in the right-of-way negotiations for the sites. The Contractor, however, will assume payments of rentals, taxes or royalties that may be imposed by the National and Local Government Units and/or concessionaires for the privilege of extracting and disposing construction materials from land covered by quarry rights and all other incidents which may be necessary for the carrying out of the contract works. Furthermore, the Contractor shall undertake application for quarry permit from and assume all payments to the Department of Environment and Natural Resources (DENR). All expenses incurred by the contractor in this undertaking shall be considered included in his bid prices in the Bill of Quantities.

LC-12 SITE INVESTIGATION

It is the responsibility of the contractor to visit the work site and make his own investigation to satisfy himself as to the existing conditions affecting the work to be done under these specifications.

The Contractor will assume all responsibilities for deductions and conclusions that it may obtain or arrive at from the site inspection

Section VI. Specifications

(The specifications for the project are in separate Annex.)

Section VII. Drawings

(The Drawings/Plans for the project are in separate Annex)

Section VIII. Bill of Quantities

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE IN WORDS & IN FIGURES	TOTAL
a.	IRRIGATION FACILITIES				
a.1.	MAIN CANAL				
1	CANALIZATION				
	a) Clearing & Grubbing	15,804.40	sq.m.		
	b) Common Excavation	34,631.40	cu.m.		
	c) Embankment Fill	25,650.90	cu.m.		
	f) Class "B" Concrete Canal Lining	3,389.51	cu.m.		
	g) Reinforcing Steel Bars				
	g.1.) Furnish and Stockpile	135,580.40	kgs.		
	g.2.) Cut, Bend and Place	135,580.40	kgs.		
	h) Gravel Bedding	986.80	cu.m.		
2	CANAL STRUCTURE				
	a) Concrete Class "A"	110.34	cu.m.		
	b) Reinforcing Steel Bars	-			
	b.1.) Furnish and Stockpile	4,413.60	kgs.		
	b2.) Cut, Bend and Place	4,413.60	kgs.		
	c) Structure Excavation	2,146.28	cu.m.		
	d) Structure Backfill	3,847.17	cu.m.		
	e) Gravel Bedding	78.29	cu.m.		
	f) 0.91 m. diameter RC Pipe				
	f.1.) Furnish and delivery of 0.91 m. Diameter	415.00	pc.		
	f.2.) Installation of RC Pipe	415.00	pc.		
a.2.	LATERAL CANAL				
1	CANALIZATION				
	a) Clearing & Grubbing	7,131.54	sq.m.		

	b) Common Excavation	4,700.83	cu.m.		
	c) Embankment Fill	13,066.77	cu.m.		
	d) Class "B" Concrete Canal Lining	923.51	cu.m.		
	e) Reinforcing Steel Bars				
	e.1.) Furnish and Stockpile	36,940.40	kgs.		
	e.2.) Cut, Bend and Place	36,940.40	kgs.		
	f) Gravel Bedding	294.65	cu.m.		
2	CANAL STRUCTURE				
	a) Concrete Class "A"	81.89	cu.m.		
	b) Reinforcing Steel Bars				
	b.1.) Furnish and Stockpile	3,275.60	kgs.		
	b.2.) Cut, Bend and Place	3,275.60	kgs.		
	c) Structure Excavation	2,810.63	cu.m.		
	d) Structure Backfill	3,051.86	cu.m.		
	e) Gravel Bedding	176.67	cu.m.		
	f) 0.46 m. diameter of R.C. Pipes				
	f.1) Furnish and delivery of 0.46 m. diameter	1,736.00	pc.		
	f.2.) Installation of RC Pipe	1,736.00	pc.		
b.	HEALTH & SAFETY				
	Basic Personal Protective Equipment	1.00	l.s.		
c.	TEMPORARY WORKS				
	Bunk house/ Bodega/Quarters	1.00	l.s.		
	TOTAL AMOUNT OF BID (In Words & in Figures)				-

The undersigned bidder hereby certifies that he has fully informed himself of all conditions, local and otherwise affecting the carrying out of the Contract Works and that his Bid has been prepared in strict accordance with the terms and conditions of these Bid Documents.

Name of Firm:

Name in Print & Signature of 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) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) 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 using the sample format in Section X. Bidding Forms; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules using the sample format in Section X. Bidding Forms; **and**
- (d) Valid 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**
- (e) 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 using the prescribed format in Section X. Bidding Forms; **and**
- (f) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen) to be assigned to the contract to be bid, with their complete qualification and experience data using the sample format in Section X. Bidding Forms;
 - 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 using the sample format in Section X. Bidding Forms; **and**
- (g) 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 using the prescribed format in Section X. Bidding Forms.

Financial Documents

- (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Remarks: **Passed** **Failed**

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

Remarks: **Passed** **Failed**

Note: Any missing document in this checklist is a ground for outright rejection of the bid.

SECTION X. Bidding Forms

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Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB 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

¹ currently based on GPPB Resolution No. 09-2020

[Name of Project] of the [Name of the Procuring Entity].

1. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

**Contract Agreement Form for the
Procurement of Infrastructure Projects (Revised)**

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder’s conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed,**

Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

STATEMENT OF ALL ON-GOING CONTRACTS

INSTRUCTIONS TO PROPONENTS:

1. This Form should be accomplished using the proponents letterhead, signed copy should be submitted as part of the Eligibility Documents
2. If there is no ongoing including awarded but not yet started government or private contracts, state “NONE”, or equivalent term.
3. The total Value of Outstanding Works of the ongoing and awarded but not yet started contracts should be consistent with those figures used in the Net Financial Contracting Capacity (NFCC).
4. Use additional page if necessary.

PROPONENT'S LETTER HEAD

Name of the Procuring Entity : _____
 Contract Name : _____
 Contract No. : _____
 Location : _____

STATEMENT OF ALL ON-GOING CONTRACTS

NAME OF CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	(A) OWNER'S NAME (B) ADDRESS	NATURE OF WORKS	CONTRACTOR'S ROLE	TOTAL CONTRACT AMOUNT AT AWARD	TARGET DATE OF COMPLETION	PLANNED/TARGET ACCOMPLISHMENT	ACTUAL ACCOMPLISHMENT	VALUE OF OUTSTANDING WORKS
<i>PRIVATE</i>										
<i>GOVERNMENT</i>										
<i>TOTAL</i>										

Signature of Authorized Representative: _____
 Name of Authorized Representative: _____
 Position Title of Signatory: _____
 Name of Firm/Bidder: _____

STATEMENT OF SINGLE LARGEST PROJECT COMPLETED

INSTRUCTIONS TO PROPONENTS:

1. This Form should be accomplished using the proponent's letterhead, signed copy should be submitted as part of the Eligibility Documents.
2. Attach photocopy of Notice of Award, Notice to Proceed, a Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES).
3. Bidder's should have completed Single Largest Project with similar of at least 50% of the ABC to be bid.

PROPONENT'S LETTER HEAD

Name of the Procuring Entity : _____
 Contract Name : _____
 Contract No. : _____
 Location : _____

STATEMENT OF SINGLE LARGEST PROJECT COMPLETED

NAME OF CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	(A) OWNER'S NAME (B) ADDRESS	NATURE OF WORKS	CONTRACTOR'S ROLE	TOTAL CONTRACT AMOUNT AT AWARD	DATE OF COMPLETION	CONTRACT AMOUNT AT COMPLETION
<i>TOTAL</i>								

Signature of Authorized Representative: _____
 Name of Authorized Representative: _____
 Position Title of Signatory: _____
 Name of Firm/Bidder: _____

PROPONENT'S LETTER HEAD

Name of the Procuring Entity : _____
 Contract Name : _____
 Contract No. : _____
 Location : _____

LIST OF CONTRACTOR'S PERSONNEL

NAME OF PERSONNEL	DESIGNATION/POSITION	AGE	YEAR OF EXPERIENCE	RELEVANT EXPERIENCE

Signature of Authorized Representative: _____
 Name of Authorized Representative: _____
 Position Title of Signatory: _____
 Name of Firm/Bidder: _____

PROPONENT'S LETTER HEAD

LIST OF CONTRACTOR'S MAJOR EQUIPMENT UNIT

Name of the Procuring Entity : _____
 Contract Name : _____
 Contract No. : _____
 Location : _____

MINIMUM EQUIPMENT REQUIREMENT [Refer to the Bid Data Sheet]								
Equipment	No. Of Units	Model/Year	Capacity/ Performance Size	Plate No.	Motor No./Body No./Serial No.	Location	Condition	Proof Of Ownership

Note: This statement shall be supported with: Proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the contract

Signature of Authorized Representative: _____
 Name of Authorized Representative: _____
 Position Title of Signatory: _____
 Name of Firm/Bidder: _____

PROPONENT'S LETTER HEAD

Name of the Procuring Entity : _____
 Contract Name : _____
 Contract No. : _____
 Location : _____

SUMMARY SHEET OF UNIT COST

Materials	Cost per Item	Unit
Labor	Rate per worker	Unit
Equipment	Rental rate per equipment	Unit

Signature of Authorized Representative: _____
 Name of Authorized Representative: _____
 Position Title of Signatory: _____
 Name of Firm/Bidder: _____

