PHILIPPINE BIDDING DOCUMENTS

REHABILITATION/ IMPROVEMENT OF SAMBIRAY LOCAL ACCESS ROAD LEADING TO SANITARY LANDFILL

Government of the Republic of the Philippines

Date of Public Bidding: July 2, 2024

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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, including government-owned and/or -controlled 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

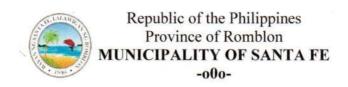
Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



THE BIDS AND AWARDS COMMITTEE

Invitation to Bid for the REHABILITATION/IMROVEMENT OF SAMBIRAY LOCAL ACCESS ROAD LEADING TO SANITARY LANDFILL

- 1. The Municipal Government of Santa Fe, Romblon, through the 20% Development Fund 2024 intends to apply the sum of Three Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Pesos & 85/100 (Php3,499,999.85) being the Approved Budget for the Contract (ABC) to payments under the contract for the Rehabilitation/Improvement of Sambiray Local Access Road Leading to Sanitary Landfill (ITB No. 2024-0045). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Municipal Government of Santa Fe, Romblon now invites bids for the above Procurement Project. Completion of the Works is required forty (40) calendar days after the receipt of the Notice to Proceed. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from the *Municipal Government of Santa Fe, Romblon* and inspect the Bidding Documents at the address given below from during working days 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 10, 2024 to July 2, 2024* 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 (Php5,000.00]*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *to be presented in person or through electronic means*.
- 6. The Municipal Government of Santa Fe, Romblon will hold a Pre-Bid Conference¹ on June 18, 2024 at 9:00 o'clock in the morning at the Municipal Hall, Poblacion, Santa Fe, Romblon which shall be open to prospective bidders.

May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before *July 2, 2024 at 9:00 o'clock in the morning*. Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 9. Bid opening shall be on *July 2, 2024 at 9:00 o'clock in the morning* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Municipal Government of Santa Fe, Romblon 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.
- 11. For further information, please refer to:

ENGR. REYNALD T. SOLANOY

Municipal Assessor Municipality of Santa Fe Province of Romblon Telephone No. <u>0917-154-2647</u>

Email Address: stafebac2023@gmail.com

12. You may visit our website:

For downloading of Bidding Documents: http://www.staferomblon.gov.ph

Date of Issue: July 10, 2024

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Municipal Government of Santa Fe, Romblon invites Bids for the Rehabilitation/Improvement of Sambiray Local Access Road Leading to Sanitary Landfill, with Project Identification Number ITB No. 2024-0045.

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 20% Development Fund 2024 in the amount of Three Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Pesos & 85/100 (Php3, 499, 999.85).
- 2.2. The source of funding is:
 - a. LGUs Annual Budget, as approved by the Sanggunian.

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. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] 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. [If subcontracting is allowed during the contract implementation stage, state:]
 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 { [insert if applicable] and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid special PCAB License in case of Joint Ventures, 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 within 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 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

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 to the project to be bid.
7.1	N/A
10.3	N/A
10.4	The key personnel must meet the required minimum years of experience set below:
	Key Personnel General Experience Relevant Experience
	1. Project Engineer 5
	2. Project Manager 5
	3. Materials Engineer 3
	3. Safety Officer 3
	4. First Aider 3
	5. Foreman 3 3
	The Key Personnel should meet the number of years' work experience as stated above and may be assigned to a maximum of two (2) positions only. But, Safety Officer and First Aider should be different individual. Note: This list must be supported by Curriculum Vitae and Affidavit of Commitments to Work on the Contract of all personnel.
10.5	The minimum major equipment requirements are the following:
	Equipment Capacity Number of Units
	1. Dumptruck 6 Wheeler 2
	2. Backhoe 0.80 cu.m. 1
	3. Motorized Road Grader G710A 1
	4. Vibratory Roller SP56 (10 m.t.)
	5. Concrete Vibrator
	6. Concrete Cutter
	7. Bar Cutter
	8. Concrete Mixer 1-Bagger 1 9. Plate Compactor 1
	Note: This list must be supported by proof of ownership, lease and/or purchase agreement. For lease and purchase agreement, such proof must include a certification of availability of equipment from the lessor/vendor of the duration of the project.
12	N/A
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 <i>Seventy Thousand Pesos (Php70,000.00)</i> ,

	 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 One Hundred Seventy Nine Thousand Nine Hundred Ninety Nine Pesos & 99/100 (Php179,999.99)
19.2	Partial bids are not allowed
20	Additional Requirements to be submitted by the bidder with the Lowest Calculated Bid within 5 calendar days from receipt of the notice from the BAC: 1. Certificate of Registration issued by the BIR (BIR Form No. 2303) 2. Latest Income and Business Tax Return filed and paid through the BIR Electronic Filing and Payment System (eFPS) 3. Registration Certificate from SEC for Corporation, DTI for Sole Proprietorship or CDA for Cooperatives 4. Valid and Current Mayor's/Business Permit or its Equivalent Document 5. Tax Clearance per E.O. 398, s. 2005, as finally reviewed and approved by the BIR 6. Audited Financial Statements
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity: 1. Construction Schedule and S-curve 2. Manpower schedule 3. Construction methods 4. Equipment utilization schedule 5. Construction safety and health program approved by the DOLE 6. PERT-CPM or other acceptable tools of project scheduling 7. Certificate or Affidavit of Site Inspection 8. Contractor's All Risk Insurance (CARI) 9. Authority of the Signing Official

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	N/A
4.1	After the receipt of Notice to Proceed
6	The site investigation reports are: Certificate or Affidavit of Site Inspection
7.2	[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years. [In case of 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 linear canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:] Five (5) years. [In case of other structures, such as bailey and wooden bridges, shallow
	wells, spring developments, and other similar structures:] Two (2) 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 days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is
13	The amount of the advance payment is 15% of the total contract price.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is The date by which "as built" drawings are required is
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

and day to day activity plans of implementation. The contractor shall also submit the list/names of his labor force with their designations.

TS-3 As-Built Drawings and Construction Log Book

The Contractor shall prepare and submit the as-built plans of the project he is undertaking including the construction logbook used in the implementation prior to the release of the final payment.

TS-4 Construction Photograph

The contractor shall prepare and submit all require photographs of progress and completion of construction.

TS-5 Sampling and Testing

Sampling and testing of materials shall be done by and at the expense of the contractor. All tests required shall be performed at the approved laboratories. The materials represented by the sample shall not be considered acceptable until the required tests have been performed and the results have been found to conform with the requirements of the plans and specifications.

B.7 Occupational Safety and Health Program

B 7.1 GENERAL

All security and health controls necessary for the execution of the Works such as but not limited to, medical facilities, manpower safety gadgets, sanitary arrangements, explosives and fuel, temporary fencing, safety precautions and fire prevention, shall be established and maintained by the Contractor at his own expense. The Contractor shall make himself responsible for all security and health controls and shall submit to the Engineer for his approval the organization and the regulations for these purposes.

B 7.2 SITE SECURITY

The Contractor's warehouse and storage area shall be secured against unauthorized entry in a manner appropriate to its contents. The Contractor shall also provide watchmen as required.

B 7.3 SANITARY ARRANGEMENT

The Contractor shall keep the Site in a clean and sanitary condition and shall provide and maintain sanitary facilities for the use of persons employed in the Works to the extent and in the manner and at such places as approved by the Engineer and by any local or other authorities concerned, and all persons connected with the Works shall be obliged to use these sanitary facilities. The Contractor shall also post notices and take such other precautions as may be necessary to keep the Site clean and well maintained.

B 7.4 MEDICAL FACILITIES

The Contractor shall make his own arrangement for treatment of casualties on the Site in conformity with the requirements of any duly constituted medical and sanitary authority. The Contractor shall provide first aid units/stations, and shall be responsible for and bear all cost in connection with the first aid services including the use of ambulance of injured or sick employees

transporting to the hospital. Such first aid services shall be provided to the Employer, the Engineer, and to their employees at the site at no cost to them.

B 7.5 DANGEROUS MATERIALS

The Contractor shall convey, store and make use of all, petroleum, acetylene carbide, acetylene carbide of calcium and other similar dangerous materials provided by them for use in or on the Works in strict accordance with the provision of all Laws, Orders and Regulations that are in force at the Site or that may be issued from time to time by the Government or the Employer.

B 7.6 PRECAUTION FOR SAFETY

The Contractor shall take all necessary precautions against risks, loss of life or of injury to any person employed on the Works or to employees of the Employer and the Engineer or to visitors or to persons having good and sufficient reasons to be about the Works, and shall properly safeguard the Works to the satisfaction of the Engineer. Where and when it is deemed necessary, the Contractor shall furnish lighting facilities, signs and sentry, and other safety facilities and services. The Contractor shall provide their Workers, Supervisors, Engineers, and Owner's and Engineer's representatives the necessary safety gadgets at the site such as: safety shoes, safety helmets, safety belts, gloves, goggles, gas or dust mask, and Uniforms, The Contractor shall furthermore take all necessary precautions against damage to the property of the Employer or of others located at or adjacent to the Site. The Contractor shall at all times comply with any accident prevention, regulations and any safety regulations of local or national authorities or that shall be prescribed by the Employer. The Contractor shall appoint a Safety Officer and hold periodical safety meetings with the Engineer and with his own supervisors and foremen. The Contractor shall report in writing within twenty-four (24) hours to the Engineer all accidents involving the death of and/or injury to any person, resulting from the Contractor's operation.

B 7.7 FIRE PREVENTION

The Contractor shall take every precaution to prevent fire occurring on or about the Site and shall provide firefighting equipment suitable and adequate in the opinion of the Engineer, for ready use in all structures, buildings or the Works under construction, Including his residential quarters, labor camps and ancillary buildings. The Contractor shall maintain such equipment and such additional firefighting equipment as may be required, in good working condition until the Works are accepted by the Employer. The Contractor shall diligently fight any fire which occurs on the Site, wherever such fire may originate. In this regard, he shall employ all requisite equipment and manpower up to the limit of his equipment and manpower employed at the Site, including the equipment and manpower of his Subcontractors.

B 7.8 PAYMENT

The cost incurred by the Contractor in complying with the obligation under this Section shall be paid separately as prescribed in the priced Bill of Quantities.

ITEM 105 SUBGRADE PREPARATION

105.1 Description

105.4 Method of Measurement

105.4.1 Measurement of Items for Payment shall be provided only for:

- 1. The compaction of existing ground below subgrade level in cuts of common material as specified in Subsection 105.3.3.
- 2. The breaking up or scarifying, loosening, reshaping and recompacting of existing pavement as specified in Subsection 105.36.6. The quantity to be paid for shall be the area of the work specified to be carried out and accepted by the Engineer.

105.4.2 Payment for all work for the preparation of the subgrade, including shaping to the required levels and tolerances, other than as specified above shall be deemed to be included in the Pay Item for Embankment.

105.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 105.4, shall be paid for at the appropriate contract unit price for Pay Item listed below that is included in the Bill of Quantities which price and payment shall be full compensation for the placing or removal and disposal of all material including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under:

Pay Item Number Description Unit of Measurement

105 (1) Subgrade Preparation (Common Material) Square Meter

105 (2) Subgrade Preparation (Existing Pavement) Square Meter

105 (3 Subgrade Preparation (Unsuitable Material) Square Meter

TEM 200 AGGREGATE SUBBASE COURSE

200.1 Description

This work shall consist of furnishing, placing and compacting an aggregate subbase course on a prepared subgrade in accordance with this Specification and the lines, grades and cross-sections shown on the Plans, or as directed by the Engineer.

200.2 Material Requirements

Aggregate for subbase shall consist of hard, durable particles or fragments of crushed stone, crushed slag, or crushed or natural gravel and filler of natural or crushed sand or other finely divided mineral matter. The composite material shall be free from vegetable matter and lumps or balls of clay, and shall be of such nature that it can be compacted readily to form a firm, stable subbase. The subbase material shall conform to Table

200.1, Grading Requirements

Table 200.1 - Grading Requirements

S	eve Designation	Mass Percent Passing
Standard, mm	Alternate US Standard	
50	2"	100
25	1"	55 – 85
9.5	3/8″	40 – 75
0.075	No. 200	0 – 12

200.3 Construction Requirements

200.3.2 Placing

The aggregate subbase material shall be placed at a uniform mixture on prepared subgrade in quantity which will provide the required compacted thickness. When more than one layer is required, each layer shall be shaped and compacted before the succeeding layer placed.

200.3.3 Spreading and Compacting

After the Subsection 200.3.3 add the following:

Except that grading shall not disturb the surface or otherwise, the compacting requirement shall be in accordance with Subsection 200.3.3 and the base shall be replaced of the finished lines, levels, thickness or tolerance are unsatisfactory.

200.4 Method of Measurement

Aggregate subbase will be measured by the cubic meter (m3). The quantity to be paid for shall be design volume compacted in-place as shown on the Plans, and accepted in the completed course. No allowance will be given for materials placed outside the design limits shown on the cross-sections

200.5 Basis of Payment

Payment will be made under:

Pay Item No.	Description Unit	Measurement
200 (1)	Aggregate Subbase Course	
200 (2)		Cubic Meter
200 (2)	Compacted Selected Fill	Cubic Meter

ITEM 311- PORTLAND CEMENT CONCRETE PAVEMENT 311.1 Description

This item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with this Specification and in conformity with lines, grades, thickness and typical cross-section shown on the Plans.

311.2 Material Requirements

311.2.1 Portland Cement

It shall conform to the applicable requirements of item 700, Hydraulic Cement. Only Type I Portland Cement shall be used unless otherwise provided for in the Special Provisions. Different brands or the same brands from different mills shall not be mixed nor shall they be used

alternately unless the mix is approved by the Engineer, However, the use of Portland Pozzolan Cement Type IP meeting the requirements of AASHTO M 240/ASTM C 695, Specification for Blended Hydraulic Cement shall be allowed, provided that trial mixes shall be done and that the mixes meet the concrete strength requirements, the AASHTO/ASTM provisions pertinent to the use of Portland Pozzolan Type IP shall ASTM provisions pertinent to the use of Portland Pozzolan Type IP shall be adopted. Cement which for any reason, has become partially set or which contains lumps of caked cement will be rejected. Cement salvaged from discarded or used bags shall not be used. Samples of Cement shall be obtained in accordance with AASHTO T 127.

311.2.2 Fine Aggregate

It shall consist of natural sand, stone screenings or other inert materials with similar characteristics, or combinations thereof, having hard, strong and durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of concrete without the approval of the Engineer. It shall not contain than three (3) mass percent of material passing the 0.075mm (No. 200 sieve) by washing nor more than one (1) mass percent each of clay lumps or shale. The use of beach sand will not be allowed without the approval of the Engineer. If the fine aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 10 mass percent. The fine aggregate shall be free from injurious amount of organic impurities. If subjected to the colorimatic test for organic impurities and a color darker than the standard is produced, it shall be rejected. However, when tested for the effect of organic impurities of strength of mortar by AASHTO T 71, the fine aggregate may be used if the relative strength at 7 and 28 days is not less than 98 mass percent. The fine aggregate shall be well-graded from coarse to fine and shall conform to Table 311.1

Table 311.1 – Grading Requirements for Fine Aggregate

Sieve Designation	Mass Percent Passing
9.5mm (3/8 in)	100
4.75mm (No. 4)	95-100
2.36mm (No. 8)	-
1.18mm (No. 16)	45-80
0.600mm (No. 30)	-
0.300mm (No. 50)	5-30
0.150mm (No. 100)	0-10

311.2.3 Handling, Measuring and Batching Materials

The batch plant site, layout, equipment and provisions for transporting material shall be such as to assure a continuous supply of material to the work. Stockpiles shall be built up in layers of not more than one (1) meter in thickness. Each layer shall be completely in place before beginning the next which shall not be allowed o "cone" down over the next lower layer. Aggregates from different sources and of different grading shall not be stockpiled together.

All washed aggregates and aggregates produced or handled by hydraulic methods, stockpiled or binned for draining at least twelve (12) hours before being batched. When mixing is done at the side of work. Aggregates shall be transported from the batching plant to the mixer in batch boxes, vehicle bodies, or other containers of adequate capacity and construction to properly carry the volume required. Partitions separating batches shall be adequate and effective to prevent spilling

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.]



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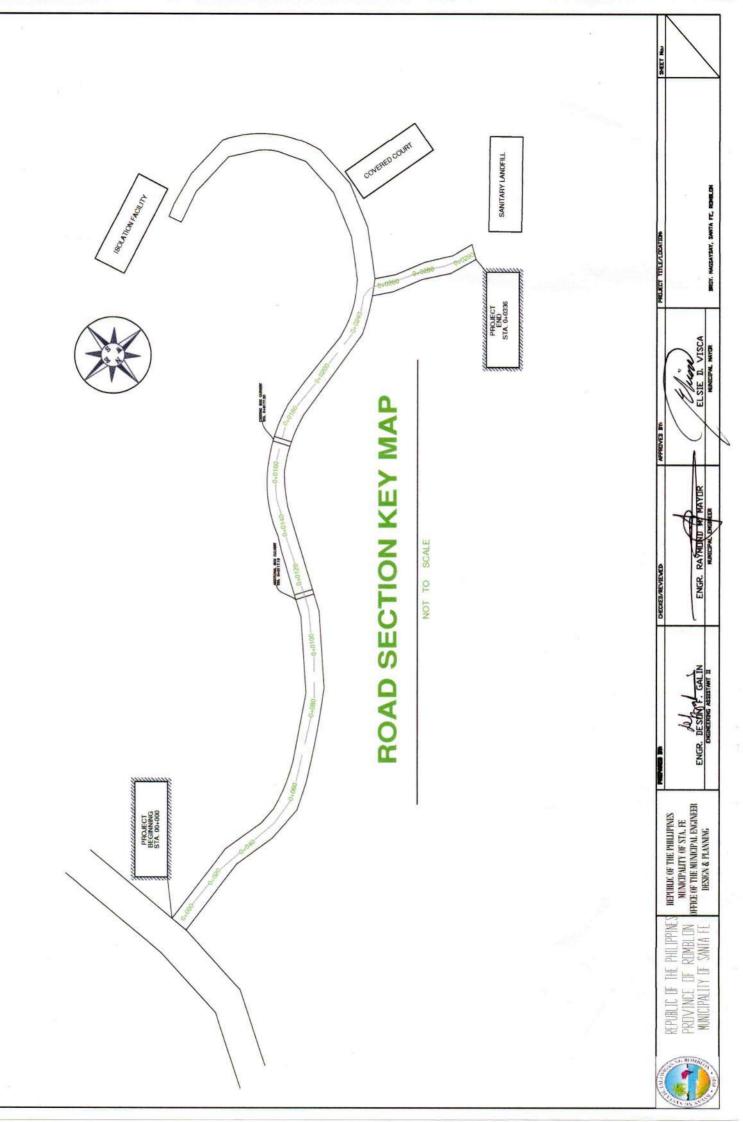
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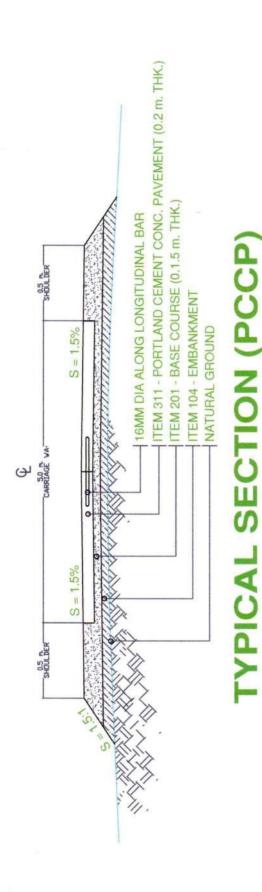
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LOCATION: BRGY. MAGSAYSAY,SANTA FE, ROMBLON



REHABILITATION/IMPROVEMENT OF SAMBIRAY ACCESS ROAD LEADING TO SANITARY LANDFILL.





QUANTITY OF REINFORCEMENT FOR JOINTS PER 100m LENGHT PAVEMENT

1:60m

SCALE

()			Kg./m,	Nos,	LENGTH	TOTAL	Kg.	No. OF JOINT (100m.)	C10
/8 / 0./0 4.20 6	EXPANSION JOINT	D16	1.578	7	0.70	4.20	6,628	1.67	11,069



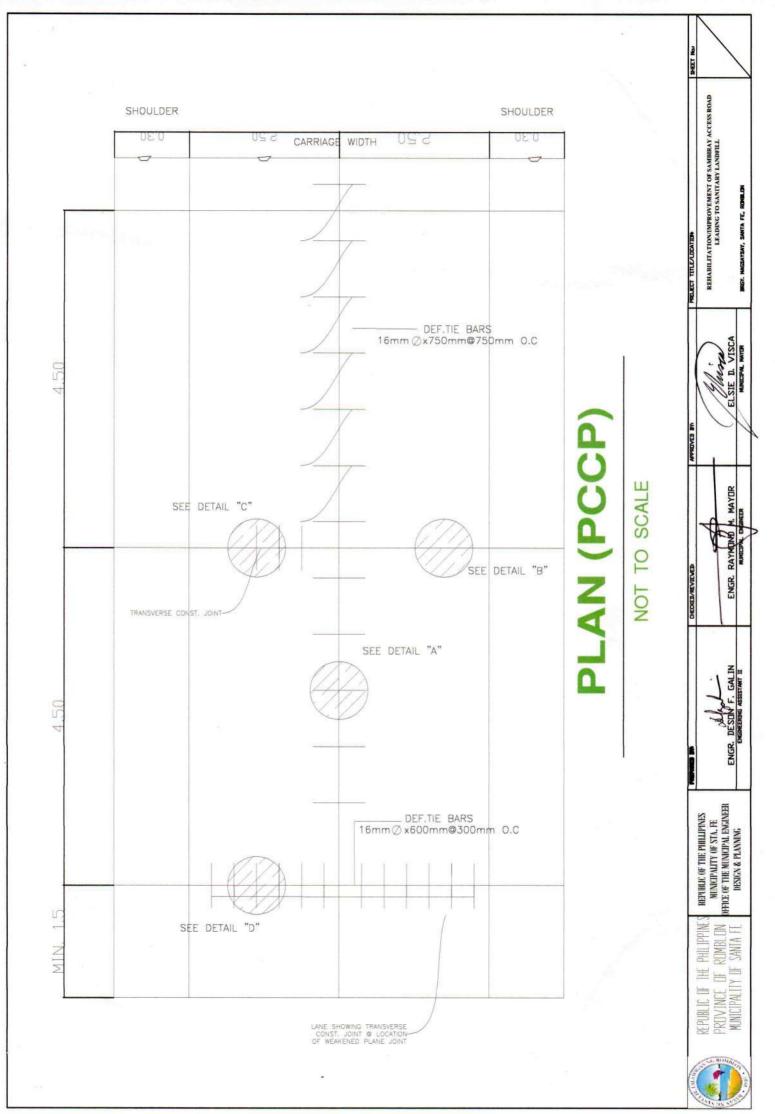
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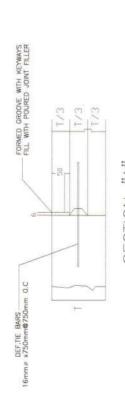
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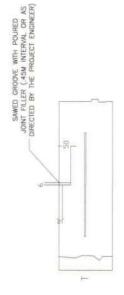
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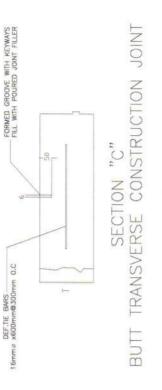


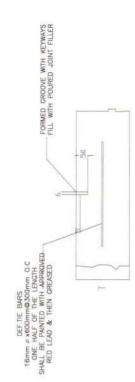


LONGITUDINAL CONSTRUCTION JOINT SECTION "A"



SECTION "B" WEAKENED GROUT DETAIL





WEAKENED PLANE JOINT (CONTRACTION JOINT) SECTION "D"



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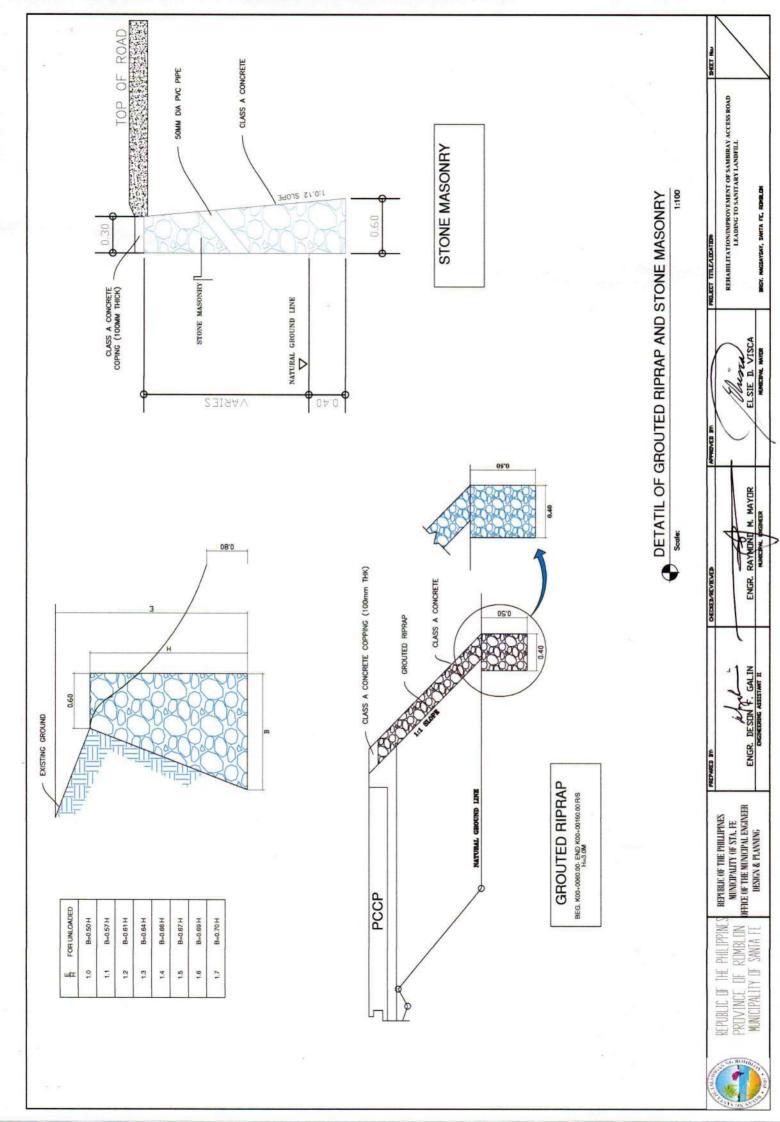
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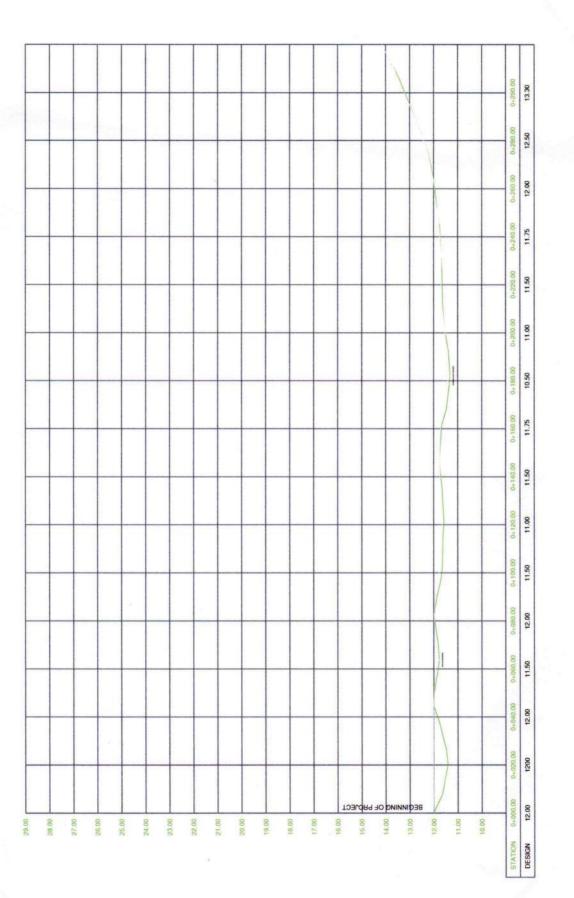
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PLAN AND PROFILE

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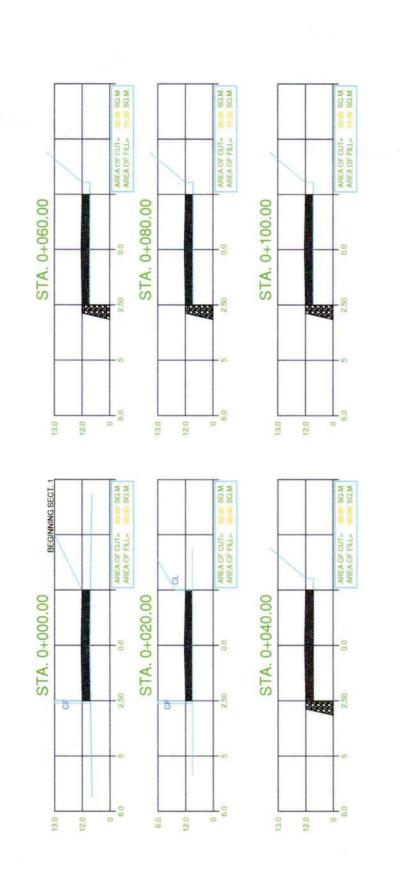
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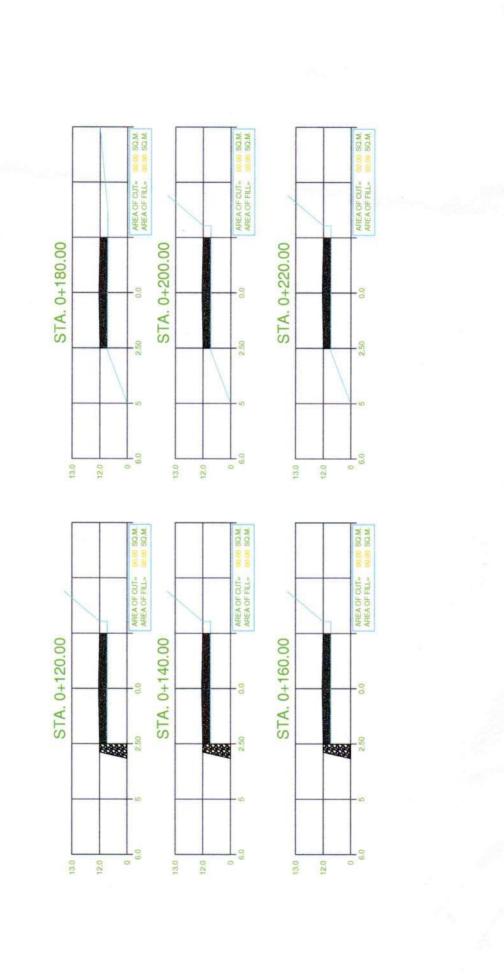
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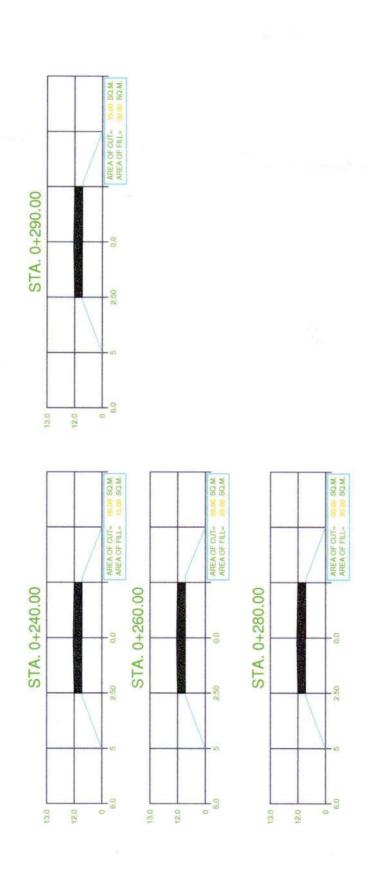
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REHABILITATION/IMPROVEMENT OF SAMBIRAY ACCESS ROAD LEADING TO SANITARY LANDFILL.

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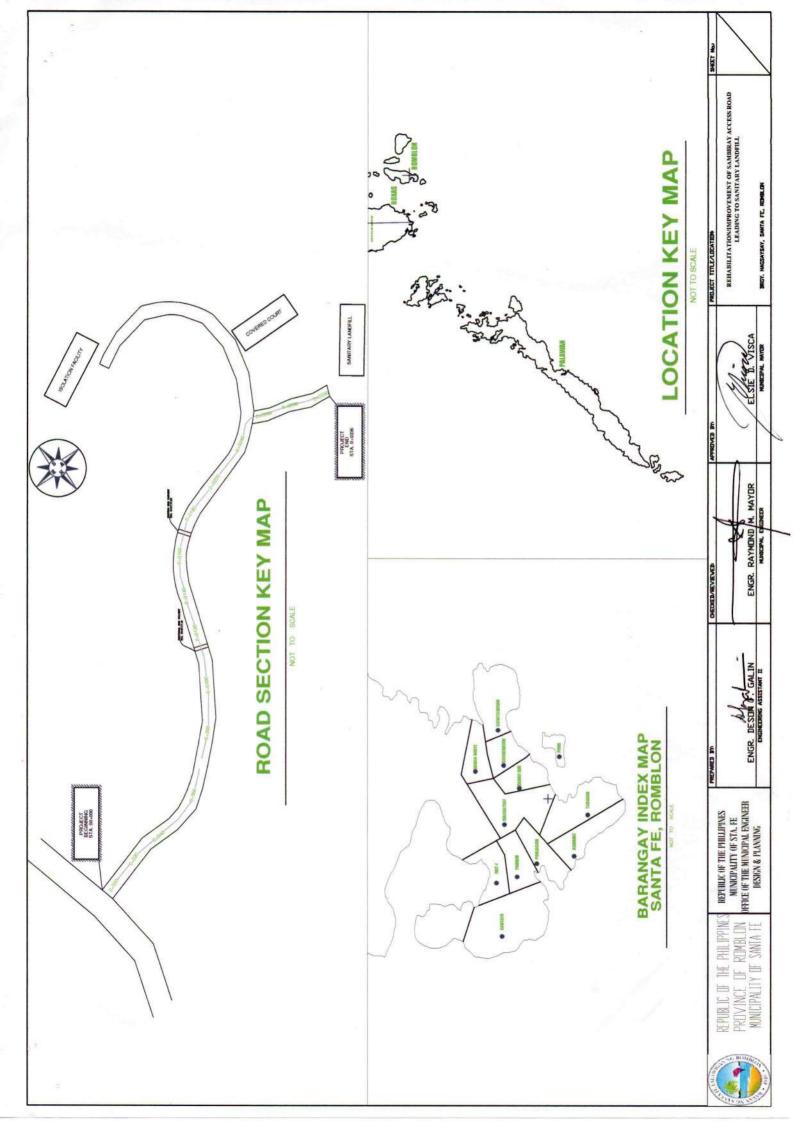
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REHABILITATION/IMPROVEMENT OF SAMBRAY ACCESS ROAD LEADING TO SANITARY LANDFILL

PROJECT TITLE/LOCATION

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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.

BILL OF QUANTITIES

Project Name :

REHABILITATION/IMPROVEMENT OF SAMBIRAY LOCAL ACCESS ROAD

LEADING TO SANITARY LANDFILL

Location

Magsaysay, Santa Fe, Rombion

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
B.7 (2)	Occupational Health Safety Program	1	L.S.		
105(1)a	Subgrade Preparation (Common Materials)	1480	Sq.m.		
200(1)	Aggregate Base Course	217.5	Cu.m.		
311(1)e1	Portland Cement Concrete Pavement (Unreinforced)	1450	Sq.m.		
506(1)	Stone Masonry	156.8	Cu.m.		
	Total Project Cost	1111		Р	

Total Amount in Words:	
Submitted by:	
Name and Signature of Bidder's Authorized Representative	Date
Position:	
Name of Bidder:	

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Do	<u>cuments</u> Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
(b) S	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether imilar or not similar in nature and complexity to the contract to be bid; 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; and
(d)	Special PCAB License in case of Joint Ventures \underline{and} registration for the type and cost of the contract to be bid; \underline{and}
(e)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
(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;
	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; <u>and</u>
(g)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.
Financia (h)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

		(1)	RA No. 4566 and its IRR in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
II.	FINA	INC	IAL COMPONENT ENVELOPE
		(j)	Original of duly signed and accomplished Financial Bid Form; and
	Othe	er doe	cumentary requirements under RA No. 9184
		(k)	Original of duly signed Bid Prices in the Bill of Quantities; and
		(1)	Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen
			rentals used in coming up with the Bid; and
		(m)	Cash Flow by Quarter.

Statement of all ongoing government and private contracts, including contacts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid

	Value of Outstanding	Works	Php					
	Va Outs	5	%					
	% of nplishment		Actual					
	% of Accomplishment		Planned Actual					
	Date of Completion or	Estimated Completion	Time					
	a. Total Contract Value at Award	b. Total	at Completion					
	Role ctor,	in (in	%					
	Contractor's Role (Sole Contractor, Subcontractor and	Participation)	Description					
	Nature	Work						
	Owner's	Address						
	Contract	Duration						
	Date of	Contract						
Business Name: Business Address:	Name and Location of	Contract		GOVERNMENT:			PRIVATE:	

|--|--|

^{*} Each item in the statement shall be supported by: Contract Agreement, Notices of Award and/or Notices to Proceed

Statement of Single Largest Completed Contract which is Similar in Nature (indicate only one)

Business Name:
Business Address:

		9	7	1	T		7		T -
of shment	b. Total Completion Contract Value Time F								
% of Accomplishment	Planned								
Date of Completion or Estimated Completion	Time								
a. Total Contract Value at Award b. Total	Contract Value at Completion								
s Role actor, or and e of ion)	%								
Contractor's Role (Sole Contractor, Subcontractor and Percentage of Participation)	Description	at Completion							
Nature of Work									
Owner's Name and Address									
Contract Duration									
Date of Contract Contract Duration									
Name and Location of Contract		GOVERNMENT:					PRIVATE:		

Note: This statement shall be supported with:

- 1. Contract Agreement
- 2. Notice of Award and/or Notice to Proceed
- 3. Owner's Certificate of Acceptance and/or Contructors Performance Evaluation System (CPES) rating sheet

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.: ITB No. 2024-0045

REHABILITATION/IMPROVEMENT OF SAMBIRAY LOCAL ACCESS ROAD LEADING TO SANITARY LANDFILL

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

I/We, the undersigned, declare that:

- I/We understand that, according to your conditions, bids must be supported by a Bid Security, which
 may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 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]

CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT

Submit a copy of the Organizational Chart that the Contractor intends to use to execute the

Contract if awarded to it. Indicate in the chart the names of the Project Manager, Project Engineer, Materials Engineer, Construction Safety Officer, Foreman, First Aider and other Key Personnel.
Attach the Organizational Chart for the Contract
Name and Signature of Bidder's Representative: Date:
Position:
Name of Bidder:

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

[Date of Issuance]
The Chairman
Bids and Awards Committee
Municipality of Santa Fe
Province of Romblon

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	Name	Years of Experience			
applicable)		General Experience	Relevant Experience		
Project Manager					
Project Engineer					
Materials Engineer					
Foreman					
Safety Officer					
First Aider					
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 above-mentioned personnel shall employ their best care, skill and ability in performing the duties of their respective position 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 biodata of the proposed replacement whose qualifications shall be equal to or better than that of the person to be replaced.

	plation of the above-stated conditions shall be a sufficient lifted from this Contract and future biddings of the of the
Very truly yours,	
Note: This list must be suppor to Work on the Contract of al	ted by Curriculum Vitae and Affidavit of Commitments l personnel.

LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENT, PLEDGED TO THE PROPOSED CONTRACT

Dusilless Ivallie,							
Business Address:	:SS:						
Description	Model/Year	Capacity/Performance/Size	Plate No.	Motor No./Body No.	Location	Condition	Proof of Ownership /Lessor/Vendor
A. Owned							
B. Leased							
C. Under Purchase							
Agreement							
Note: This List proof must inch Submitted by:	must be suppor	Note: This List must be supported by proof of ownership, lease and/or purchase agreement. For lease and purchase agreement, such proof must include a certification of availability of equipment from the lessor/vendor for the duration of the project.	ase and/or pu it from the le	rchase agreen	r the duration	and purchase a	agreement, such
	(Printed Nam	(Printed Name & Signature of Authorized Representative)	presentative)				
Designation:					Date:		

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;
- 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

¹ currently based on GPPB Resolution No. 09-2020

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- 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:	

DETAILED ESTIMATES FORM

Project

.

REHABILITATION/IMPROVEMENT OF SAMBIRAY LOCAL

ACCESS ROAD LEADING TO SANITARY LANDFILL

Location

:

Magsaysay, Santa Fe, Romblon

Owner Date

•

Bidder

:

:

OCCUPATIONAL HEALTH SAFETY PROGRAM

Item of Work
Item Number

B.7(2)

Unit of Measurement:

L.S

Quantity

	Description	Quantity	Unit	Unit Cost	Amount
A.	Materials				
	Sub-Total for A				P
	Designation	No. of Person	No. of Days	Daily Rate	Amount
В.	Labor				
	Sub-Total for B				P
	Description	Quantity	No. of Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C				
<u>Б.</u>	Overhead, Continger) ocies and Miscellane	eous (OCM)		
F.	Contractor's Profit (cous (OCIVI)		
G.	Value Added Tax (V				
H.	Total Cost			4-01-0-01-01-0-01-0-0-0	
I.	Unit Cost				

Item of Work

SUBGRADE PREPARATION (COMMON MATERIAL)

Item Number

Unit of Measurement: Output per Hour : 105(1)a Sq.m. 300 sq.m./hr 1480

Quantity

	Description	Quantity	Unit	Unit Cost	Amount
A.	Materials				
	Sub-Total for A	-			P
	Designation	No. of Person	No. of Days	Daily Rate	Amount
B.	Labor				
	Sub-Total for B				P
	Description				
C.	Equipment	Quantity	No. of Days	Rate	Amount
	Sub-Total for C				P
D.	Direct Cost (A+B+C)			
E.	Overhead, Continger		eous (OCM)		
F.	Contractor's Profit (C		V/		
G.	Value Added Tax (V				
H.	Total Cost				
I.	Unit Cost				

Item of Work

AGGREGATE BASE COURSE

Item Number

200 (1) Cu.m.

Unit of Measurement:

Output per Hour :

50 cu.m.

Quantity

217.5

	Description	Quantity	Unit	Unit Cost	Amount
A.	Materials		- Carrier		
	Sub-Total for A	-2			P
-	Designation	No. of Person	No. of Days	Daily Rate	Amount
В.	Labor				
	Sub-Total for B				P
	Description	Quantity	No. of Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C)		17		775
E	Overhead, Contingencie				
F.	Contractor's Profit (CP				
G H.	Value Added Tax (VAT Total Cost	1)		multiple and the second	
I.	Unit Cost				

SUMMARY OF BID PRICES

Project Name :

REHABILITATION/IMPROVEMENT OF SAMBIRAY LOCAL ACCESS ROAD LEADING TO SANITARY LANDFILL

Location

Magsaysay, Santa Fe, Romblon

Item No.	Description	Total Cost
B.7(2)	Occupational Health Safety Program	
105(1)a	Subgrade Preparation (Common Materials)	
200(1)	Aggregate Base Course	
311(1)e1	Portland Cement Concrete Pavement (Unreinforced)	
506(1)	Stone Masonry	
	Total Project Cost	

Total Amount in Words:	
Submitted by:	
Name and Signature of Bidder's Authorized Representative	Date
Position	