

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

IB No. 21-11-42

*CONSTRUCTION OF GTBI BUILDING CONCRETE
FIRE ESCAPE STAIRCASE*

PhP1,530,000.00

Sixth Edition

July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, 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.

TABLE OF CONTENTS

SECTION II. INSTRUCTIONS TO BIDDERS	7
1. Scope of Bid.....	8
2. Funding Information	8
3. Bidding Requirements.....	8
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	8
5. Eligible Bidders.....	8
6. Origin of Associated Goods	9
7. Subcontracts	9
8. Pre-Bid Conference.....	9
9. Clarification and Amendment of Bidding Documents.....	9
10. Documents Comprising the Bid: Eligibility and Technical Components	9
11. Documents Comprising the Bid: Financial Component	10
12. Alternative Bids	10
13. Bid Prices	10
14. Bid and Payment Currencies.....	10
15. Bid Security.....	11
16. Sealing and Marking of Bids.....	11
17. Deadline for Submission of Bids	11
18. Opening and Preliminary Examination of Bids	11
19. Detailed Evaluation and Comparison of Bids	11
20. Post Qualification.....	12
21. Signing of the Contract	12
SECTION III. BID DATA SHEET	13
SECTION IV. GENERAL CONDITIONS OF CONTRACT	14
1. Scope of Contract.....	14
2. Sectional Completion of Works	14
3. Possession of Site.....	14
4. The Contractor's Obligations	14
5. Performance Security	14
6. Site Investigation Reports	15
7. Warranty.....	15
8. Liability of the Contractor.....	15
9. Termination for Other Causes	15
10. Dayworks	15
11. Program of Work.....	15
12. Instructions, Inspections and Audits	16
13. Advance Payment.....	16
14. Progress Payments	16
15. Operating and Maintenance Manuals.....	16

SECTION V. SPECIAL CONDITIONS OF CONTRACT.....17
SECTION VI. SPECIFICATIONS.....18
SECTION VII. DRAWINGS25
SECTION VIII. BILL OF QUANTITIES20
Section IX. Checklist of Technical and Financial Documents, Bid Form, Performance Securing Declaration (Revised), Bid Securing Declaration Form, Omnibus Sworn Statement (Revised) and Contract Agreement Form.....21-28



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.





West Visayas State University

(Formerly Iloilo Normal School)

Bids and Awards Committee Secretariat Office/ Procurement Section

Luna St., La Paz, Iloilo City 5000

Iloilo, Philippines

* Trunkline: (063) (033) 320-0870 loc1103/1104 * Telefax No.: (033) 320-0879

* Website: www.wvsu.edu.ph * Email Address: govtproc@wvsu.edu.ph



Invitation to Bid for **CONSTRUCTION OF GTBI BUILDING CONCRETE FIRE ESCAPE** **STAIRCASE** **IB No. 21-11-42**

1. The West Visayas State University, through the Special Trust Fund 2021 intends to apply the sum of One Million Five Hundred Thirty Thousand Pesos (PhP1,530,000.00) Only being the Approved Budget for the Contract (ABC) to payments under the contract for the Construction of GTBI Building Concrete Fire Escape Staircase. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The West Visayas State University now invites bids for the above Procurement Project. Completion of the Works is required One hundred twenty (120) Calendar Days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from West Visayas State University, BAC Secretariat Office, Administration Building and inspect the Bidding Documents at the address given below from 8:00 A.M. – 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested bidders on November 05 – November 29, 2021 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 PhP5,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
6. The West Visayas State University will hold a Pre-Bid Conference¹ on November 16, 2021; 10:00 A.M. through videoconferencing/webcasting via google meet (for registration of interested bidders, please send your request to this address: govtproc@wvsu.edu.ph), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) **manual submission at the office address as indicated below**, (ii) **online or electronic submission as indicated below**, or (iii) **both** on or before November 29, 2021; 10:00 A.M.. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on November 29, 2021; 10:00 A.M. at the given address below and/or through electronic submission using a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

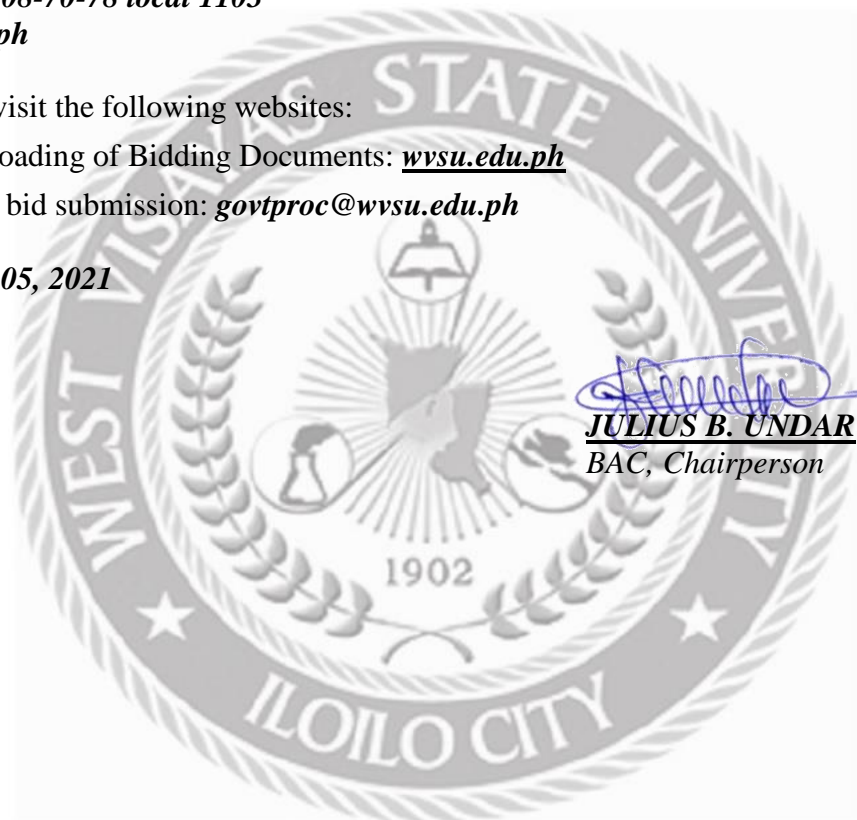
¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

10. Requiring the Bidders to submit their bids using a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope and disclose the password for accessing their respective bid submission only during the actual bid opening.
11. The **West Visayas State University** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

NONA P. SALVIO
West Visayas State University
BAC Secretariat Office, Administration Building
Luna St., La Paz, Iloilo City, 5000
govtproc@wvsu.edu.ph
(033) 320-08-70-78 local 1103
wvsu.edu.ph

13. You may visit the following websites:
For downloading of Bidding Documents: **wvsu.edu.ph**
For online bid submission: **govtproc@wvsu.edu.ph**

November 05, 2021



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, West Visayas State University invites Bids for the Construction of GTBI Building Concrete Fire Escape Staircase, with Project Identification Number IB No. 21-11-42.

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 Special Trust Fund 2021 in the amount of One Million Five Hundred Thirty Thousand Pesos (PhP1,530,000.00) Only.

2.2. The source of funding is:

- a. NGA, the Special Appropriations (Special Trust Fund 2021).

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.

7.2 *Not applicable*

7.3 *Not applicable*

- 7.4 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 through videoconferencing/webcasting} via **google meet (for registration of interested bidders, please send your request to this address: govtproc@wvsu.edu.ph)** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until March 29, 2022. 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

ITB Clause																									
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Civil Works</i>																								
7.1	<i>No further instructions.</i>																								
10.3	<i>PCAB License: Small B; License Category: C and D</i>																								
10.4	The key personnel must meet the required minimum years of experience set below: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><i>Key Personnel</i></th> <th style="text-align: center;"><i>General Experience</i></th> <th style="text-align: center;"><i>Relevant Experience</i></th> </tr> </thead> <tbody> <tr> <td><i>Project Engineer</i></td> <td><i>Building Construction</i></td> <td><i>at least 3 years</i></td> </tr> <tr> <td><i>Project Manager</i></td> <td><i>Building Construction</i></td> <td><i>at least 3 years</i></td> </tr> <tr> <td><i>Electrical Engineer</i></td> <td><i>Building Construction</i></td> <td><i>at least 3 years</i></td> </tr> <tr> <td><i>Materials Engineer</i></td> <td><i>Building Construction</i></td> <td><i>at least 3 years</i></td> </tr> <tr> <td><i>Safety Officer</i></td> <td><i>Building Construction</i></td> <td><i>at least 3 years</i></td> </tr> <tr> <td><i>Master Plumber</i></td> <td><i>Building Construction</i></td> <td><i>at least 3 years</i></td> </tr> </tbody> </table>	<i>Key Personnel</i>	<i>General Experience</i>	<i>Relevant Experience</i>	<i>Project Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>	<i>Project Manager</i>	<i>Building Construction</i>	<i>at least 3 years</i>	<i>Electrical Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>	<i>Materials Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>	<i>Safety Officer</i>	<i>Building Construction</i>	<i>at least 3 years</i>	<i>Master Plumber</i>	<i>Building Construction</i>	<i>at least 3 years</i>			
<i>Key Personnel</i>	<i>General Experience</i>	<i>Relevant Experience</i>																							
<i>Project Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>																							
<i>Project Manager</i>	<i>Building Construction</i>	<i>at least 3 years</i>																							
<i>Electrical Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>																							
<i>Materials Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>																							
<i>Safety Officer</i>	<i>Building Construction</i>	<i>at least 3 years</i>																							
<i>Master Plumber</i>	<i>Building Construction</i>	<i>at least 3 years</i>																							
10.5	The minimum major equipment requirements are the following: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><i>Equipment</i></th> <th style="text-align: center;"><i>Capacity</i></th> <th style="text-align: center;"><i>Number of Units</i></th> </tr> </thead> <tbody> <tr> <td><i>Bar Cutter</i></td> <td><i>Standard</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Bar Bender</i></td> <td><i>Standard</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Mixer, 1-bagger</i></td> <td><i>1-bagger</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Hauling Truck</i></td> <td><i>Elf Truck</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Water Truck</i></td> <td><i>5 cu.m.</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Welding Machine</i></td> <td><i>150-300 Amperes</i></td> <td style="text-align: center;"><i>2</i></td> </tr> <tr> <td><i>Vibrator</i></td> <td><i>Standard</i></td> <td style="text-align: center;"><i>1</i></td> </tr> </tbody> </table>	<i>Equipment</i>	<i>Capacity</i>	<i>Number of Units</i>	<i>Bar Cutter</i>	<i>Standard</i>	<i>1</i>	<i>Bar Bender</i>	<i>Standard</i>	<i>1</i>	<i>Mixer, 1-bagger</i>	<i>1-bagger</i>	<i>1</i>	<i>Hauling Truck</i>	<i>Elf Truck</i>	<i>1</i>	<i>Water Truck</i>	<i>5 cu.m.</i>	<i>1</i>	<i>Welding Machine</i>	<i>150-300 Amperes</i>	<i>2</i>	<i>Vibrator</i>	<i>Standard</i>	<i>1</i>
<i>Equipment</i>	<i>Capacity</i>	<i>Number of Units</i>																							
<i>Bar Cutter</i>	<i>Standard</i>	<i>1</i>																							
<i>Bar Bender</i>	<i>Standard</i>	<i>1</i>																							
<i>Mixer, 1-bagger</i>	<i>1-bagger</i>	<i>1</i>																							
<i>Hauling Truck</i>	<i>Elf Truck</i>	<i>1</i>																							
<i>Water Truck</i>	<i>5 cu.m.</i>	<i>1</i>																							
<i>Welding Machine</i>	<i>150-300 Amperes</i>	<i>2</i>																							
<i>Vibrator</i>	<i>Standard</i>	<i>1</i>																							
12	<i>No further instructions.</i>																								
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>PhP30,600.00</i> <i>[Insert two percent (2%) of ABC]</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 <i>PhP76,500.00</i> <i>[Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond.																								
19.2	The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.																								
20	<i>1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</i> <i>2. PRC License of key personnel assigned to the project.</i>																								
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as <i>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.</i>																								

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	<i>Completion of the Works:</i> _____
4.1	3 days after the receipt of Notice to Proceed (NTP).
6	The site investigation reports are: _____.
7.2	<p><i>[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:]</i> Fifteen (15) years.</p> <p><i>[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 lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p>
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 7 <i>calendar days</i> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <u>Not applicable.</u>
13	The amount of the advance payment is <i>shall not exceed 15% of the total contract price and schedule of payment.</i>
14	<i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment. <u>No further instructions.</u>
15.1	<p>The date by which operating and maintenance manuals are required is <u>not applicable.</u></p> <p>The date by which "as built" drawings are required is <u>upon completion.</u></p>
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <u>None.</u>

Section VI. Specifications

SITE WORK

A. MATERIALS QUALITY CONTROL

All materials to be used in the project shall be subject to standard testing requirement.

B. SAFETY PROVISION

Safety measure and work practices shall be provided to the pedestrians as well as workers in the construction site. PVC nets and ladders shall be used as safety provision for pedestrian.

C. DISPOSAL OF SURPLUS MATERIALS

Any salvage materials existing in the work site are properties of the Owner and shall be hauled to the designated location after completion of the work without entailing additional cost to the Owner.

II. CONCRETE AND REINFORCED CONCRETE

A. GENERAL

1. Unless otherwise specified herein, concrete works shall conform to the requirements of the ACI Building Code. Full cooperation shall be given on trades to install embedded items. Provisions shall be made for setting items not placed in the forms. Before concrete is placed, embedded items shall have been inspected and tested for concrete aggregates and other materials shall have been done.

B. MATERIALS

1. Cement for concrete shall conform to the requirements of specifications for Portland Cement (ASTM C – 150).
2. Water used in mixing concrete shall be clean and free from other injurious amounts of oils, acids, alkaline, organic materials or other substances that may be deleterious to concrete or steel.
3. Fine aggregates shall be beach or river sand conforming to ASTM C33, “Specification for Concrete Aggregates”. Sand particle shall be coarse, sharp, clean free from salt, dust, loam, dirt and all foreign matters.
4. Coarse aggregates shall be either natural gravel or crushed rock conforming to the “Specifications for Concrete Aggregates (ASTM C33). The minimum size of aggregates shall be larger than one fifth (1/5) of the narrowest dimensions between sides of the forms within which the concrete is to be cast nor larger than three fourths (3/4) of the minimum clear spacing between reinforcing bars or between reinforcing bars and forms.

C. PROPORTIONING AND MIXING

1. Proportioning and mixing of concrete shall conform to the requirements for Item 405 of the standard specification with the following proportions:

Class “A” – Cement	:	Sand	:	Gravel
		1	:	2 : 3
Class “B” -		1	:	2 : 4
Class “C” -		1	:	2 ½ : 5

2. Concrete mixture to be used for concrete column shall develop a strength of 3,000 psi in 28 days (20.68MPA).

Structural Grade of Deformed Bars for column (Grade 40)

20mm

16mm

and Grade 33 for 12mm and 10mm

3. Mixing – concrete shall be machine mixed. Mixing shall begin within 30 minutes after the cement has been added to the aggregates.

D. FORMS

1. General – Forms shall be used whatever necessary to confine the concrete and shape it to the required lines, or to insure the concrete of contamination with materials caving from adjacent, excavated surfaces. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete, and shall be maintained rigidly in correct position. Forms shall be sufficiently tight to prevent loss or mortar from the concrete. Forms shall be ¼” water proof plywood and form lumber.
2. Cleaning of Forms – before placing the concrete, the contact surfaces of the formed hall be cleaned of encrustations of mortar, the grout or other foreign material.
3. Removal of Forms – forms shall be removed in a manner which will prevent damage to the concrete. Forms shall not be removed without approval. Any repairs of surface imperfections shall be formed at once and airing shall be started as soon as the surface is sufficiently hard to permit it without further damage.

E. PLACING REINFORCEMENT:

1. General – steel reinforcement shall be provided as indicated, together with all necessary wire tires, chairs, spacer supported and other devices necessary to install and secure the reinforcement properly. All reinforcement, when placed, shall be free from loose, flaky rust and scale, oil grease, clay and other coating and foreign substances that would reduce or destroy its bond with concrete.

Reinforcement shall be placed accurately and secured in place by use of metal or concrete supports, spacers and ties. Such supports shall be used in such manner that they will not be exposed or contribute in any way, to the discoloration or deterioration of the concrete.

F. CONVEYING AND PLACING CONCRETE:

1. Conveying – concrete shall be conveyed from mixer to forms as rapidly as applicable, by methods which will prevent segregation, or loss of ingredients. There will be no vertical drop greater than 1.5 meters except where suitable equipment is provided to prevent segregation and where specifically authorized.
2. Placing – concrete shall be worked readily into the corners and angles of the forms and around all reinforcement and imbedded items without permitting the material to segregate, concrete shall be deposited as close as possible to its final position in the forms so that flow within the mass does not exceed two (2) meters and consequently segregation is reduced to a minimum near forms or embedded items, or else where as directed, the discharge shall be so controlled that the concrete may be effectively compacted into horizontal layers not exceeding 30 centimeters in depth within the maximum lateral movement specified.
3. Time interval between mixing and placing. Concrete shall be placed before initial set has occurred and before it has contained its water content for more than 45 minutes. No concrete mix shall be placed before 60 complete revolution of the machine mixer.
4. Consolidation of Concrete – concrete shall be consolidated with the aid of mechanical vibrating equipment and supplemented by the hand spading and tamping. Vibrators shall not be inserted into lower curred that have commenced initial set; and reinforcement embedded in concepts beginning to set or already set shall not be disturbed by vibrators. Consolidation around major embedded parts shall by hand spading and tamping and vibrators shall not be used.
5. Placing Concrete through reinforcement – In placing concrete through reinforcement, care shall be taken that no segregation of the coarse aggregate occurs. On the bottom of beams and slabs, where the congestion of steel near the forms makes placing difficult, a layer of mortar of the same cement-sand ratios as used in concrete shall be first deposited to cover the surfaces.

G. CURING

1. General – All concrete shall be moist cured for a period not less than seven (7) consecutive days by an approved method or combination applicable to local conditions.
2. Moist Curing – The surface of the concrete shall be kept continuously wet by covering with burlap plastic or other approved materials thoroughly saturated with water and keeping the covering spraying or intermittent hosing.

H. FINISHING

1. Concrete surfaces shall not be plastered unless otherwise indicated. Exposed concrete surfaces shall be formed with plywood, and after removal of forms, the surfaces shall be smooth, true to line and shall present or finished appearance except for minor defects which can be easily repaired with patching with cement mortar, or can be grounded to a smooth surface to remove all joint marks of the form works.
2. Concrete Slabs on Fill. The concrete slabs on fill shall be laid on a prepared foundation consisting of sub grade and granular fill with thickness equal to the thickness of the overlaying slab except as indicated otherwise.

III. STRUCTURAL METALS

A. MATERIALS

1. Reinforcing Steel bars shall be of the yield grade in the structural drawings and in the job specifications sheet, and conforming to ASTM A615, “ Specifications for deformed billet steel bars for Concrete Reinforcement
2. All structural steel work shall conform to the applicable provisions of the following

Codes and standards, except as modified by the requirements specified herein and/or the details on the drawings. Shop drawings are required for all structural steel and shall be submitted to the Project Engineer/Architect for approval.

- a. International Conference of Building Officials; “Union Building Code,
 - b. Volume I, Chapter 27, “Steel and Iron”.
 - c. American Institute of Steel Construction; “Manual of Steel Construction” ;
 - d. Steel for Building”
 - e. American Welding Society; Code of Arc and Gas Welding in Building
 - f. Construction, AWS Standard Code D.1.0
 - g. American Society for Testing and Materials
 - h. Steel Structure Painting
 - i. Codes and Standards of Local Regulatory Agencies having jurisdiction.
3. Certified test mill reports or certified reports of tests made by the fabrication or a testing laboratory in accordance with ASTM A615 and the governing specifications, shall constitute evidence of conformity with one of the above specifications. Additionally, the stating that the structural steel furnished meets the requirements of the grade.

B. WORKMANSHIP

1. Erection shall include the setting up of all structural and other steelworks as called for under the Contract for furnishing and delivery of the same;
2. All inspection as far as possible shall be made at the place of manufacture, and the Contractor shall cooperate with the inspector, permitting access for inspection to all places where work is being done;
3. Material or workmanship not conforming to the provisions of these specifications may be rejected at any time defects are found during the progress of work.

C. WELDED CONNECTION

All welded connection shall develop full strength of the members. Welding in the field or in the shop shall be done by operators who have been previously qualified by tests as prescribed in the American Welding Society “Standard Qualification Procedure” to perform the type of work required. Equipment shall be of the type that will produce satisfactory welds. The welding machine shall be of 200-400 ampere, 25-40 volt capacity. Field welding shall be done by direct current.

D. PREPARATION OF MATERIALS

Surfaces to be welded shall be free from loose scale, slag, rust, grease, paint, and other foreign materials except that mill scale which withstands vigorous wire brushing may remain. Joint surfaces shall be free from fins and tears. Preparation of edges by gas cutting shall, whenever possible, be done by a mechanically guided torch.

1. Field Measurements. The contractor shall include in his work all measurements in the field to verify or supplement dimensions shown on Drawings and shall take the responsibility for fitting the new steel to the existing structure or work where these shall be attached.
2. Painting of Metal Frames
 - a. All metal frames shall be painted with Red Lead Epoxy Paint as Prime Coat
 - b. All painting shall be done on dry surfaces, free from rust, scale and grease. Steel shall be flame-cleaned in the shop to remove all mill scale. Surface in contact shall be cleaned by effective means but not painted, except that contact surfaces of exposed exterior steel, shall be painted. All steel shall receive one coat of shop paint. (Surfaces that are to be field welded shall not receive a shop coat). Shop coat shall be Red Lead Epoxy Primer.
 - c. Unless otherwise specified, steelwork that will be concealed by interior building finish need not be painted; steelwork to be encased in concrete shall not be painted. Unless specifically exempted, all other steelwork shall be given a shop coat of paint, applied thoroughly and evenly to a dry surface that have been cleaned by brush, spray, roller coating, or dipping at the election of the fabricator. The shop coat of paint is intended to protect the steel for only a short period of exposure, even if it is a primer for subsequent painting to be performed in the field by others.

IV. MASONRY WORKS

A. MATERIALS

1. Cement for general concrete work shall be Type I Portland Cement conforming to ASTM C150 "Specification for Portland Cement". Other types of Portland Cement may be used where their special properties may be needed for resistance to sulfate attack or for rapid strength development.
2. All other materials necessary for this work shall conform on the specifications under concrete works.
3. Mortar – Mix Mortar from 3 to 5 minutes in such quantities as needed for immediate use. Retampering will not be permitted if mortar stiffens because of premature setting. Discard such materials as well as those which have not been used within one hour after mixing.

Proportioning: Cement mortar shall be one (1) part Portland cement and two (2) parts sand by volume but not more than one (1) part Portland cement and three (3) parts sand by volume.

4. Blocks shall be laid in accordance with the manufacturer's specifications and

recommendations. Strength of blocks shall be specified in the drawings or in the specific job requirement sheet. Class B (1 : 2 ½ :5) mixture shall be used for all concrete hollow blocks and shall be reinforced with 12mm deformed bars at 0.60 O.C. vertical and 10mm deformed bar horizontal for every third course horizontal.

Concrete hollow blocks shall be 700 psi minimum and weighs at least 30 lbs/block for 6" x 8" x16" and 25 lbs/block for 4" x 8" x16".

B. GROUTING

1. Grout shall be sufficiently fluid to ensure complete filling of all sections of the masonry requiring grout. Grout shall not contain more than 7 ½ gallons of water per sack of cement. In cases of honeycombs on structural members, used epoxy grout.

C. JOINTS

1. Unless otherwise specified on detailed plans, horizontal and vertical mortar joints shall be 3/8" or 10mm thick with full mortar coverage on the face shell and the web surrounding the cell to be filled. All joints shall be solidly filled Furrowing of the mortar will not be allowed.

V. ARCHITECTURAL WORKS

A. PLASTERING

When Plastering is called for on masonry walls and other concrete surfaces, plaster coats shall consist of the scratch and the finishing coats. Concrete blocks shall be soaked for ½ hour before any plastered is applied. Surfaces shall be thoroughly plastered with mortar to leave the finished surface smooth and even. After application of the finish coat, the plastered wall shall be kept damp for a period of three days. Exterior plaster work for building surface shall be ½" or 12mm thick and interior plaster shall 10mm thick.

B. WATER PROOFING

Clay type of water proofing shall be provided in concrete connection between slabs of adjacent building with minimum application of 15mmx50mm strip. After the slab top was set to levelness or uniformity of slope a liquid type of water proofing with cement ratio shall be applied as top coat of deck floor slab. Procedure, rate of application and ratio of proportion between liquid water proofing and cement shall be in accordance with the manufacturer's specifications.

C. FLOOR FINISHES

1. Slab Topping

Existing slab shall be set to levelness true and even, delamination of surface mortar from underlying concrete where cracks occurred shall also be removed. The structural floor shall be tested for levelness or uniformity of slope by flooding it with water. Areas with water ponds shall be gilled, leveled and retested before the mortar is applied. Where floor drain is provided, the floor shall be slopped properly to the drains. The slab shall be cleaned and free of dust and dirt prior to application of liquid adhesive for effective bonding between concrete slab and floor finish mortar. Liquid adhesive shall be applied following manufacturer's to area where portland cement mortar of not more than 40mm

thick shall be placed . A skin coat of portland cement shall be applied to leave the finished surface smooth and even.

D. SLAB ON FILL AND PAVING BLOCK

The vicinity within the fire escape shall be set to levelness true and even, and compacted surface in preparation for mortar and screened sand for the laying of ECO Grass Type of paving blocks.

E. G.I. PIPE RAILING

Handrail for Fire escape shall 32mm G.I. Pipe with round bar design. Surface shall be painted primer epoxy paint and top coat finish with enamel

VI. PAINTING WORKS

- A. Scope. The work by this section consists of furnishing all labor, equipment, tools and materials in performing all operations in connection with painting and finishing, including protective coating and finished painting of metal surfaces, complete, in accordance with the specifications and the applicable drawings.
- B. General Painting and Surface Finishing shall be interpreted to mean and include sealers, primers, fillers, intermediate and finish coats, emulsions, varnish, shellac, stain or enamels.
 1. All paint and accessory materials incorporated in or forming a part thereof shall be subject to the prior approval and selection of color, tint, finish or shade by the Engineer.
 2. In connection with the Architect's determination of color or tint of any particular surface, the depth of any color or tint selected or required shall in no instance be a subject for an additional cost of the owner.
 3. Painting of all surfaces, except as otherwise specified shall be three (3) coat work, one primer and a finish coat.
- C. Materials
 1. All paint materials shall be manufactured by recognized company acceptable to the Engineer.
 2. All paint materials shall meet the requirements of paint materials under classification class "A" All paint materials shall be delivered at the jobsite, in the original containers, with intact and seals unbroken. All paints shall be as specified in the schedule of paint materials.
 3. All tinting colors must be of the same type as the paint specified for the particular area.
 4. A place may be designed by the Engineer for the storage of paint materials and tools. Wherever it may be necessary to change the location of this storage area, the Contractor shall move promptly to the new designated area. The storage area shall be adequately ventilated and must always be kept clean. Paint shall be protected from damage or contamination at all times and safeguards taken to prevent fire.
 5. All paint, except paint for metal surfaces, shall have fungicides added Phenol Mercuric Chloride in the amount of 1.5 percent based on the total weight of paint.
- D. Color and Samples
 1. All colors shall be in accordance with the color scheme as shown in the drawings or as directed by the Engineer.
 2. Sample panels of the selected colors, at least one (1) meter square in the area shall be prepared for approval by the engineer prior application.
- E. Workmanship
 1. All works shall be done by skilled workers in a workmanlike manner. All paints shall be evenly applied so as to be free from sags, runs, crawls and other defects. All coats shall be of proper consistency and well brushed out or rolled on so as to show the minimum of brush or roller marks. All brushes or rollers shall be clean and in good condition.
 2. Paint shall be thoroughly stirred so as to keep the pigment evenly in suspension when paint is being applied.
 3. No painting shall be done under conditions that are unsuitable for the production of good results.
 4. All coats shall be thoroughly dry before the succeeding coat is applied. Allow at least twenty four (24) hours or more between applications of coats. For exterior painting, during rainy seasons, allow one (1) week drying time before succeeding coat is applied.
 5. Painting coats as specified are intended to cover surfaces perfectly; if surfaces are not fully covered further coats shall be applied to attain the desired evenness of the paint application.
 6. All finishes shall be uniform as to sheen, color and texture.
 7. Paint may be applied by the spray method, except when, in the opinion of the Engineer, spraying in any particular application would produce unsatisfactory results. The Contractor shall provide all drop cloths and other covering requisites to the protection of floors and other works.

8. Each surface shall be inspected carefully before applying any finish; and if not in proper condition, the Engineer shall be notified to that effect in writing, otherwise the Contractor shall be held responsible for any defects from the finishes arising there from. Should the coat of paint be applied to a certain area and defects, such as large cracks, hollow spots and unevenness shall be knockout and replastered by the Contractor and repainted to the satisfaction of the Engineer.
 9. The Engineer shall be furnished with every reasonable facility for ascertaining that the workmanship is in accordance with the requirements and intent of these specifications.
- F. Surface Preparation
1. In addition to the work specified in the different types of finishes the following work shall be done before painting is started:
 - 1.1 All spaces shall be broomed clean.
 - 1.2 All dust, dirt, plaster, grease and other extraneous matter which would affect the finish work shall be removed.
 - 1.3 All wood work shall be sanded lightly with No. 00 sandpaper between coats.
- G. Concrete Surfaces
1. Surface Preparations; before applying paint to concrete and cement plaster finishes, these surfaces shall be allowed to dry thoroughly. Clean surfaces from all dirt, alkali and grease before commencing work. Treat all surfaces with a solution of two (2) kilos of zinc sulfate to four (4) liters of water and sufficient phenolphthalein to act as color warning. Presence of alkali is indicated when phenolphthalein turns red and further treatment is required to neutralize it. Allow the surface to dry for 3 days and remove all loose crystals from the surface before finishing.
 2. Finishing: For exterior and interior concrete surfaces and all other surfaces with cement plaster finish shall be of approved quality.

First Coat – Apply white primer surfacer thinned with ½ liter water per 4 liters of paint; tint with latex tinting color to closely match color coat to use premixed paint. Let dry for 3 to 6 hours.

Intermediate Coat - Repair all minor surface imperfection with a masonry putty made by mixing primer with patching compound powder or approved equivalent. Let dry 24 hours, sandpaper, then apply coat.

Final Coat – Semi gloss latex or approved equivalent, tinted with latex tinting colors to shade specified therein.
- H. Metal surfaces
1. Galvanized Metal: All soldered joints must be completely scrubbed hard with stiff brush. Washed down with water to remove acidic solder flux, then the new surfaces equivalent to remove grease and oils. All other surfaces contaminants must be removed before applying paint. Apply 2 to 3 full coats of Quick Dry Enamel Paint or approved equivalent directly on clear and bare galvanized metal surfaces. Allow 24 hours drying time between coats.
 2. Uncoated Steel: Other metal surfaces must be completely scrubbed hard with a stiff steel brush and cleaned before applying a coat of red oxide primer or equal. Succeeding coats shall be applied following manufacturer's specifications for various coats on metal surfaces as approved by the Engineer.

VII. PLUMBING WORKS

A. GENERAL

This work is consist of performing essential works in furnishing and installing Piping materials and other accessories necessary to complete the plumbing system for roof drain as specified in the drawing.

B. MATERIALS

Standard Products. Materials and equipment furnished under this specification shall be standard products of manufacturer regularly engaged in the production of such materials or equipment and shall be manufacturer's latest standard design that complies with the specification requirements. PVC downspout shall not be less than 75mm in diameter, S-1000. Downspout shall be fastened to the wall at top, bottom, and at intermediate point not to exceed 1.50 m on center with leather strap and fastener of metal compatible with downspout. All PVC pipes shall be joined by the manufacturer's recommended adhesive or as approved by the Engineer.

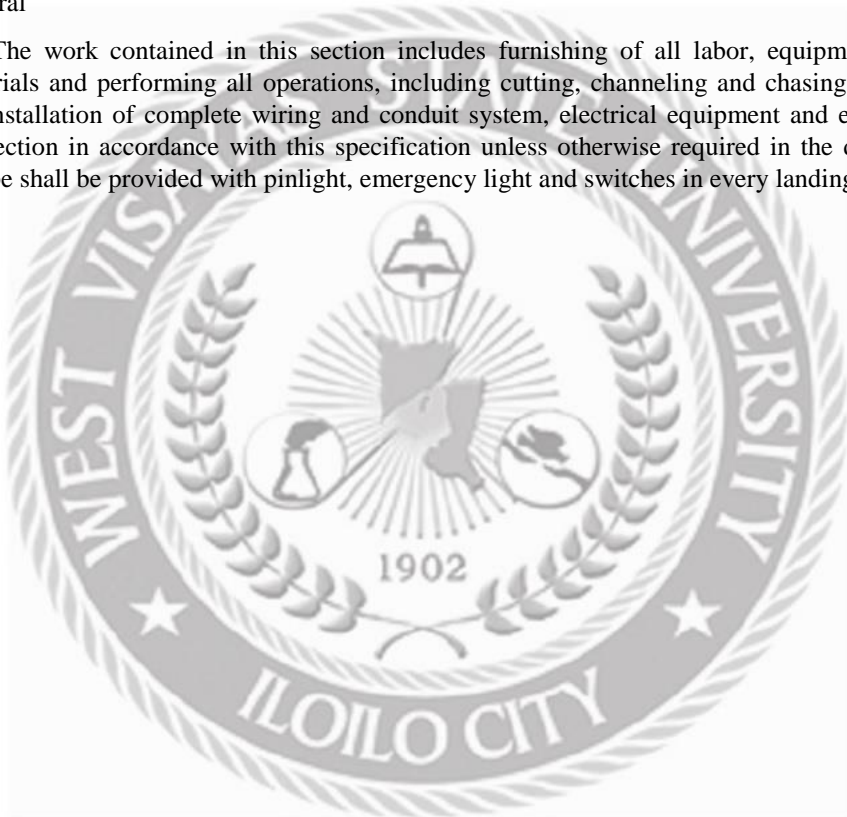
C. PAYMENT AND MEASUREMENT

1. Payment shall be made at the Contract unit price or lump sum price of the various pay items in the Bid Schedule, which payment shall constitute full compensation for furnishings all materials, labor, equipment, tools, and other construction contingencies including profit, fees, and other expenses comprising the total and complete cost of all the work involved in each work item as shown in the plans, and as specified in this technical specification and the special provisions and as directed by the Engineer. When the contract does not include a contract pay item for associated or ancillary work requires to complete the work specified in the Bid Schedule, the cost shall be considered as included in the price paid for the listed bid item.
2. Measurement for Payment of work covered by the various sections of the Technical Specifications shall be based on the net quantity required for the work based on the drawings unless otherwise directed by the Engineer. Allowance for any bulking, shrinkage, consolidation or loss of material shall be deemed to have been taken into account in the Contractor's unit prices. Only actual quantities of work performed shall be measured and paid for. In the cases of lump sum bid items, the value of the actual work performed shall be calculated by the Engineer and shall be the basis for progress payments.

VIII. ELECTRICAL WORKS

A. General

The work contained in this section includes furnishing of all labor, equipment, tools and materials and performing all operations, including cutting, channeling and chasing necessary for the installation of complete wiring and conduit system, electrical equipment and electric service connection in accordance with this specification unless otherwise required in the drawings. Fire escape shall be provided with pinlight, emergency light and switches in every landing



Section VII. Drawings



Section VIII. Bill of Quantities

Contract Reference Number: IB No. 21-11-42

Name of the Contract: Construction of GTBI Building Concrete Fire Escape Staircase

Location of the Contract: West Visayas State University

Calendar Days: 120 calendar days

Item No.	Item Description	Quantity	Unit	Price ceiling	Unit Price	Total Price
A.	Construction Safety and Health	1.00	Project	12,622.05		
B.	Demolition, Clearing and Grubbing	27.84	sq.m	51,067.59		
C.	Excavation of Column Footing	24.88	cu.m.	25,437.56		
D.	Gravel Bedding	6.31	cu.m.	14,702.52		
E.	Backfilling of Excavated Materials	21.10	cu.m.	8,272.53		
F.	Concrete Works	41.84	cu.m.	402,266.16		
G.	Reinforcing Steel Grade 40	6,526.36	kgs	407,656.10		
H.	Scaffolding	1.00	lot	81,387.60		
I.	Masonry Works (4"CHB)	125.55	sq.m.	152,425.25		
J.	Plain Cement Finish	447.32	sq.m.	73,539.90		
K.	Slab and steps topping with Steel staircase thread nosing	56.88	sq.m.	29,920.38		
L.	Flush Door with Jamb	1.00	set	11,280.78		
M.	Painting Works	448.20	sq.m.	104,205.10		
N.	Waterproofing on deck slab	10.55	sq.m.	3,806.25		
O.	Stair Railing	19.20	l.m	58,481.80		
P.	Electrical Works	1.00	lot	33,414.62		
Q.	Plumbing Works (roof drain, downspout, catch basin, drainage pipeline repair)	1.00	lot	23,782.92		
R.	Improvement of Fire Escape Vicinity	2.50	cu.m.	35,423.27		
	--Nothing Follows--					
	TOTAL BID PRICE					

Submitted by:

Name of Representative of the Bidder

Position

Name of Bidder

Date

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

Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (g) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) 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;

<i>Key Personnel</i>	<i>General Experience</i>	<i>Relevant Experience</i>
<i>Project Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>
<i>Project Manager</i>	<i>Building Construction</i>	<i>at least 3 years</i>
<i>Electrical Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>
<i>Materials Engineer</i>	<i>Building Construction</i>	<i>at least 3 years</i>
<i>Safety Officer</i>	<i>Building Construction</i>	<i>at least 3 years</i>
<i>Master Plumber</i>	<i>Building Construction</i>	<i>at least 3 years</i>

- ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

<i>Equipment</i>	<i>Capacity</i>	<i>Number of Units</i>
<i>Bar Cutter</i>	<i>Standard</i>	<i>1</i>
<i>Bar Bender</i>	<i>Standard</i>	<i>1</i>
<i>Mixer, 1-bagger</i>	<i>1-bagger</i>	<i>1</i>
<i>Hauling Truck</i>	<i>Elf Truck</i>	<i>1</i>
<i>Water Truck</i>	<i>5 cu.m.</i>	<i>1</i>
<i>Welding Machine</i>	<i>150-300 Amperes</i>	<i>2</i>
<i>Vibrator</i>	<i>Standard</i>	<i>1</i>

- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- ☐ (m) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- ☐ (o) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (p) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (q) Cash Flow by Quarter.



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 guidelines² for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

² currently based on GPPB Resolution No. 09-2020

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER 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]

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]

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 Signatory’s Legal Capacity]
for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory’s Legal Capacity]
for:
[Insert Name of Supplier]

Acknowledgment

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

