PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

CONTINUATION OF EXPANSION WIDENING OF ARFF ACCESS ROAD RUNWAY SHOULDER TO ARFF BUILDING AT MASBATE AIRPORT

Civil Aviation Authority of the Philippines

Sixth Edition 23 AUGUST 2023

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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.

 ${\bf SLCC-Single\ Largest\ Completed\ Contract}.$

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE

CONTINUATION OF EXPANSION WIDENING OF ARFF ACCESS ROAD RUNWAY SHOULDER TO ARFF BUIDLING AT MASBATE AIRPORT

- 1. The Civil Aviation Authority Of The Philippines, Area Center V, Bicol International Airport through the CAAP Corporate Budget for CY 2023 intends to apply the sum of Two Million Four Hundred Ninety Nine Thousand Four Hundred Ninety Three Pesos & 82/100 (Php 2,499,493.82) being the ABC to payments under the contract for CONTINUATION OF EXPANSION WIDENING OF ARFF ACCESS ROAD RUNWAY SHOULDER TO ARFF BUILDING AT MASBATE AIRPORT / CAAP BICOL INTERNATIONAL AIRPORT BAC CONTRACT NO. 2023-010. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Civil Aviation Authority of the Philippines, Area Center V, Bicol International Airport now invites bids for the CONTINUATION OF EXPANSION WIDENING OF ARFF ACCESS ROAD RUNWAY SHOULDER TO ARFF BUILDING AT MASBATE AIRPORT. Completion of the Works is required within Forty-five (45) Calendar Days. Bidders should have completed a contract similar to the Project. For this purpose, similar contract refers to road reblocking with asphalt overlay and/or road asphalt overlaying. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from Civil Aviation Authority of the Philippines, Area Center V, at its physical address at the BAC Office, G/F Admin Building, Bicol International Airport, Daraga, Albay, and inspect the Bidding Documents from 8:00AM to 5:00PM, Monday to Friday.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 03 August 2023 to 23 August 2023 from the given physical address below, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Six Hundred Pesos (Php 5,600.00), including 12% VAT. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through his authorized representative.
- 6. The Civil Aviation Authority Of The Philippines, Area Center V will hold a Pre-Bid Conference on 11 August 2023 at 2:00 p.m. onwards at its physical address at the BAC Office, G/F Admin Building, Bicol International Airport, Daraga, Albay which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the physical address indicated below, **not later than 2:00 p.m. of 23 August 2023**. Online submission is **not allowed and late submission 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 14.
- 9. Prospective Bidders should possess the following:

Technical Personnel	1-Civil Engineer		
recinical refsoluter	_		
	1-Safety Officer		
	1-Construction Foreman		
Equipment	Pneumatic Drilling Machine		
	Dump Truck		
	One-bagger Mixer		
	Vibrator Roller		
	Jack Hammer		
	Generator Set		
	Concrete Vibrator		
	Asphalt Paver Finisher		
	Water Truck		
	Pneumatic Tire Roller		
	Tandem Steel Roller		
PCAB License	Small B – License Category C & D		

- 10. Bid opening shall be on 23 August 2023 at 2:00 p.m. onwards at the physical address of the Civil Aviation Authority of the Philippines, Area Center V at the BAC Office, G/F Admin Building, Bicol International Airport, Daraga, Albay. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. The Civil Aviation Authority of the Philippines, Area Center V, Bicol International Airport shall resolve cases involving a tie, after post-qualification, among bidders determined and declared as the Lowest Calculated Responsive Bidder (LCRB), by drawing lots.
- 12. The Civil Aviation Authority Of The Philippines, Area Center V, Bicol International Airport reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 13. For further information, please refer to:

THE BAC SECRETARIAT

BAC Office, G/F Admin Building Civil Aviation Authority of the Philippines Area Center V, Bicol International Airport Daraga, Albay

Telephone Nos. 0906-410-2901

Email Ad.: legazpiairport.bac@gmail.com

ATTY. NEILITO V. LUPANGO
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, CIVIL AVIATION AUTHORITY OF THE PHILIPPINES (CAAP), AREA CENTER V, BICOL INTERNATIONAL AIRPORT, invites Bids for the CONTINUATION OF EXPANSION WIDENING OF ARFF ACCESS ROAD RUNWAY SHOULDER TO ARFF BUILDING AT MASBATE AIRPORT with Project Identification Number CAAP BICOL INTERNATIONAL AIRPORT BAC CONTRACT NO. 2023-010.

The Procurement Project (referred to herein as *CONTINUATION OF EXPANSION WIDENING OF ARFF ACCESS ROAD RUNWAY SHOULDER TO ARFF BUILDING AT MASBATE AIRPORT* is for the continuation of expansion widening of ARFF Access Road runway shoulder to ARFF Building including application of asphalt at runway, as described in Section VI (Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of Two Million Four Hundred Ninety-Nine Thousand Four Hundred Ninety Three Pesos & 82/100 (Php 2,499,493.82).
- 2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address 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: 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 120 CALENDAR DAYS FROM THE DATE OF OPENING OF BIDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

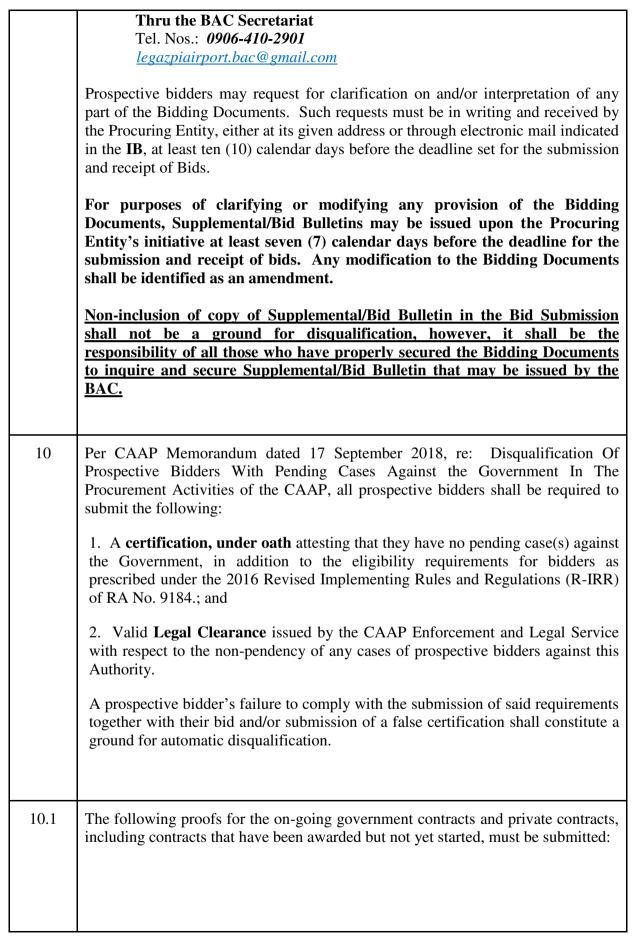
21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.2	Submission of two (2) separate Statements:
	1. Statement of all Ongoing Government and Private Contracts within three (3) years from the submission of bids, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.
	2. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid and shall be supported by the Notice of Award and/or Notice To Proceed, Projects Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructor Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted.
	The Bidder must have completed, within the last five (5) years, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the National Statistics Office consumer price index.
	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: road reblocking with asphalt overlay and/or road asphalt overlaying .
7.1	Subcontracting is not allowed.
8	The Civil Aviation Authority of the Philippines Area Center V will hold a Pre-bid conference for this Project on 11 August 2023 at 2:00PM onwards at its physical address at the BAC Office, G/F Admin Building, Bicol International Airport, Daraga, Albay.
9	The Procuring Entity's address is:
	CIVIL AVIATION AUTHORITY OF THE PHILIPPINES AREA CENTER V BICOL INTERNATIONAL AIRPORT DARAGA, ALBAY ATTY. NEILITO V. LUPANGO
	BAC CHAIRPERSON BAC OFFICE, G/F ADMIN BUILDING



	1. Notice of Award and Notice to Proceed; and				
	2. Contract Agreement				
10.4	The key personnel mus	The key personnel must meet the required minimum years of experience set below:			
10.1	The key personner must meet the required minimum years of experience set below.				
	Key Personnel	General Experience	Relevant Experience		
	1. Civil Engineer	1 year	1 year		
	2. Safety Officer	1 year	1 year		
	3. Construction Forem	nan 3 years	3 years		
Required valid licenses and/or certificates of key personnel sho submitted together with the List of Contractor's Personnel/Qualific Key Personnel.					
	Bids not complying with the above instructions shall be automatically disqualifie				
10.5	10.5 The minimum major equipment requirements are the following:				
	1. Pneumatic Drilling Machine;				
	2. Dump Truck;				
	3. One-bagger Mixer;				
	4. Vibrator Roller;				
	5. Jack Hammer;				
	6. Generator Set;				
	7. Concrete Vibrator;				
	8. Asphalt Paver Finisher;				
	9. Water Truck; 10. Pneumatic Tire Roller; and				
	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.				

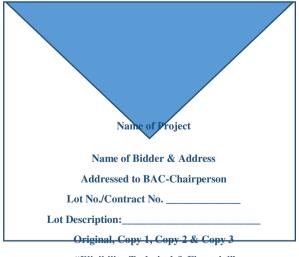
- 15.1 The bid security shall be in the form of a **Bid Securing Declaration** or any of the following forms and amounts:
 - a. The amount of not less than [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; and
 - b. The amount of not less than [5% of ABC] if bid security is in Surety Bond.

Each bidder shall submit one (1) original and three (3) copies of the first and second components of their bids.

All envelopes shall:

16

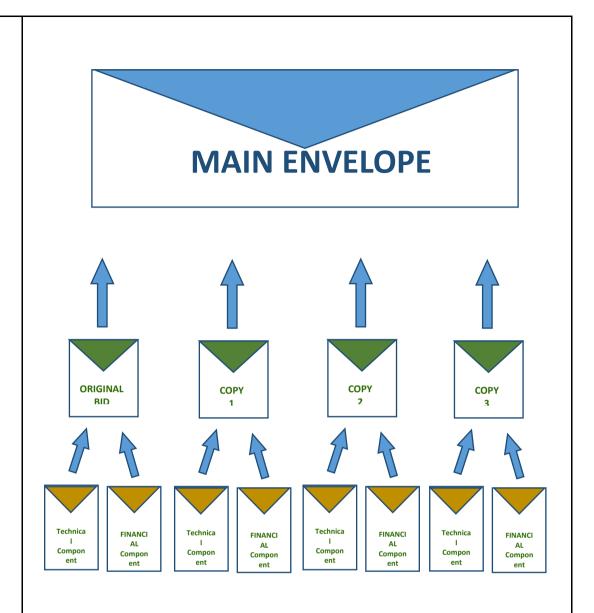
- Contain the name of the contract to be bid in capital letters, and Lot Number and Description if applicable
- Bear the name and address of the bidder in capital letters
- Be addressed to the Procuring Entity's BAC Chairperson
- Bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids
- Must be sealed and signed by the bidder or authorized representative.
- Pls. refer to Section 25 of The 2016 Revised IRR of RA 9184- Submission and Receipt Of Bids.



"Eligibility-Technical & Financial"

"DO NOT OPEN BEFORE"

Date & time of opening of bids



Please refer to the above guide in the preparation/marking of Bid Envelopes.

1.1. **OTHER INSTRUCTIONS**

□ Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL − TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL − FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID"

	 □ Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO TECHNICAL COMPONENT" and "COPY NO FINANCIAL COMPONENT" and the outer envelope as "COPY NO", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope. □ The original and the number of copies of the Bid (3 copies: Copy 1, Copy 2, and Copy 3) shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s. □ Each document must be consecutively paged. (e.g. 2 of 100, 3 of 100). Pagination should be sequential based on the entire span of the whole documents inside the envelope. 		
	☐ The documents must be bounded.		
17	The address for submission of bids is: NEILITO V. LUPANGO BAC CHAIRPERSON BAC OFFICE, G/F ADMIN BUILDING CIVIL AVIATION AUTHORITY OF THE PHILIPPINES AREA CENTER V BICOL INTERNATIONAL AIRPORT DARAGA, ALBAY The deadline for submission of bids is NOT LATER THAN 2:00PM ON 23 AUGUST 2023. NOTE: ONLINE SUBMISSION IS NOT ALLOWED.		
18	The place of bid opening is at the physical address: BAC OFFICE G/F ADMIN BUILDING CIVIL AVIATION AUTHORITY OF THE PHILIPPINES AREA CENTER V BICOL INTERNATIONAL AIRPORT DARAGA, ALBAY		
	The date and time of bid opening is on 23 AUGUST 2023 AT 2:00PM ONWARDS.		

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20	As part of post-qualification, the Bidder considered to have the Lowest Calculated Bid (LCB) shall submit the latest income and business tax returns (Tax return filed and paid through the Electronic Filing and Payment System (EFPS).		
	NOTE:		
	In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular (RMC) 16 – 2005, the abovementioned tax returns shall refer to the following:		
	1. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal; and		
	2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening & Preliminary Examination of Bids.		
21	Contract documents relevant to the Project required during the signing of the contract of the LCRB bidder as follows:		
	 Construction/Work schedule S-curve PERT/CPM Manpower schedule Equipment Utilization Schedule Construction/Work methods Contractor's All Risk Insurance ¹ Construction Safety & Health Programs (CSHP) approved by the Department of Labor & Employment (DOLE) – CONTINUATION OF EXPANSION WIDENING OF ARFF ACCESS ROAD RUNWAY SHOULDER TO ARFF BUILDING AT MASBATE AIRPORT ² Performance Security 		
	Notes: 1. Upon receipt of the Notice of Award (NOA), the winning bidder should immediately apply for the Contractor's All Risk Insurance coverage since it must be submitted within the prescribed period indicated in the NOA or prior to issuance of Notice To Proceed (NTP). 2. Copy of the CSHP received by the DOLE may be initially submitted together with the NOA, however, the DOLE approved CSHP must be immediately submitted upon approval.		

The **PERFORMANCE SECURITY** shall be in the following amount:

- 1. The amount of Php[10% of total contract price], if in the form of cash, cashier's/manager's check issued by Universal or Commercial bank; or
- 2. The amount of Php [10% of total contract price], if in the form of bank draft/guarantee or irrevocable letter of credit issued by Universal or Commercial Bank Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or
- 3. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in the amount of Php (30% of total contract price).

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the SCC, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date is Forty-five (45) calendar days.
	NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date. NOTE: The start date shall be the date of receipt of the Notice to Proceed.
4.1	The Site is located at Masbate Airport and is defined in the Masbate Airport Lay-out Plan.
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.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>seven</i> (7) days of delivery of the Notice of Award.
13	The CAAP shall, upon 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.
15.1	The date by which "as built" drawings are required is <i>upon completion</i> of the project.
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 2% of the Contract Price.

Section VI. Specifications

SCOPE OF WORK AND TECHNICAL SPECIFICATION

1.0 GENERAL

The works to be accomplished by the successful bidder shall consist of furnishing, supervision, labor, materials, supply, tools and equipment to complete the scope of work for the "Continuation of Expansion Widening of ARFF Access Road Runway Shoulder to ARFF Building At Masbate Airport" project.

2.0 LOCATION OF PROJECT

The "Continuation of Expansion Widening of ARFF Access Road Runway Shoulder to ARFF Building At Masbate Airport" to be bid is located at CAAP MASBATE AIRPORT, Masbate City.

3.0 GENERAL CONDITIONS OF PLANS AND SPECIFICATIONS

The execution of this Specification, Plans and other related Contract Documents shall be subject to the rules and regulations as provided in the General Conditions of the Contract. The Plans and specifications shall be interpreted by the Head of Procuring Entity and or his/her representative. No excuses shall be entertained for misinterpretation of the Plans and specifications after the award of contract. All works as deemed required by the Procuring Entity shall be carried out properly by the Contractor.

- 1. The Contractor shall consult the Head of Procuring Entity or his/her representative on portion of the work not mentioned in the Specification and not illustrated on the Plans. Contractor shall base all their works on detailed plans approved by the Head of Procuring Entity, otherwise Contractor shall be responsible for the in-acceptance of the work done, which did not commensurate to the approved plans. In such case, the Contractor shall make good the work at his own expense.
- 2. No alteration or addition shall be allowed without the consent and proper documentation approved by the Head of Procuring Entity, even such change is ordered by the designated project in charge, the Contractor shall bring the case to the Procuring Entity. Request for changes, alteration and deviation of work on the approved program of work, lay-outs plan, design and scope of work shall not be done without the approval of the Head of Procuring Entity.

Two (2) sets of clean Plans and specification shall always be kept at the jobsite to be available to the Head of Procuring Entity or his/her representative upon his request during the construction.

4.0 GENERAL REQUIREMENTS

1.0 Processing and Securing of Permits and Insurance

The contractor shall be responsible for securing all necessary permits related to the project, including payment of assessed fees as may be required.

5.0 SCOPE OF WORK

The details of work are at best enumerated below, but be noted that the Contract includes all works and services although not specifically mentioned herein, but are needed to fully complete the Project.

The project covers the supply of labor, materials, mobilization/demobilization, tools/equipment's, and construction and related permits necessary for the "Continuation of Expansion Widening of ARFF Access Road Runway Shoulder to ARFF Building At Masbate Airport" with the following scope of works which shall be done in accordance with the approved plans, specifications and provision of contract to wit;

PROJECT DETAILS:

DESCRIPTION OF WORKS	LENGHT	WIDTH	THICKNESS
Demolition Works	4.00 meters	3.00 meters	0.15 meters
Embankment Works	34.00 meters	1.10 meters	0.90 meters
Earthworks (Base Course)	68.00 meter	3.00 meters	0.10 meters
Concrete Works	70.40 meters	3.00 meters	0.15 meters

Grouted Riprap	34.00 meters	Total Are	$ea = 0.61 \text{ m}^2$
Bituminous Concrete Surface (Hot Laid)	86.00 meters	3.7 meters	0.05 meters

WORKS TO BE ACCOMPLISHED/COMPLETED FOR THE PROJECT:

- a. Provision of Project Billboards and PPE's;
- b. Site Works including embankment, gravel bedding and demolition of damage pavement;
- c. Construction of grouted riprap including installation of concrete pipes compliant to approved plans and specifications;
- d. Overlaying of Bituminous Concrete Surface (Hot-Laid) as prescribed in the project details and cross reference to the approved plans, and shall be under the direct supervision of the Area Project In-Charge; and
- e. Provision of minor tools and heavy equipment.

Execution of this Section shall be coordinated and harmonized to each corresponding elaborated section of these same specifications.

In case discrepancies exist between this Section and its corresponding elaborated sections, notify the Head of Procuring Entity immediately for clarification; their decision shall be final.

The Contractor shall bear the responsibility of checking all the numbers and units as indicated in the Bill of Quantities. It is understood that the Contractor shall supply and install the required units in accordance with the Plans and the Specifications. Any excess in the bill of quantities shall be the property of the Procuring Entity.

During project implementation, the winning bidder/contractor may propose substitution of materials or equipment or makes other than those specified in the Contract documents shall be subject to the approval of the Head of Procuring Entity for the following reasons only:

 That the materials or equipment proposed for substitution is equal or superior to the materials or equipment specified in construction efficiency and utility provided that any and all costs relative thereof shall be shouldered by the Contractor;

- 2. Or that the materials or equipment specified cannot be delivered to the job site on time to complete the work of the other Contractors due to conditions beyond the control of the Contractor; and
- 3. In case of a price difference, the Procuring Entity (CAAP) shall receive all benefits of the difference in cost involved in any substitution and the Contract shall be altered by Change Order to credit the Procuring Entity (CAAP) with any savings so obtained.

To receive consideration, request(s) for substitution shall be accompanied by documentary proof of equality or difference in price and delivery, if any, in the form of certified quotations and guaranteed date of delivery from suppliers of either the proposed substituted materials or equipment.

The Contractor shall conduct thorough inspection of the existing job site conditions.

The scope of work shall include all additions necessary in order to implement the whole set of approved Plans, Working Drawings and Specifications.

The Contractor shall secure and do all the legwork necessary for all pertinent permits needed for the Procuring Entity.

The Contractor shall construct all works in accordance with the Plans and Specifications. All items shown on the Plans but not mentioned in the Specifications shall be included. Discrepancies shall be verified with the Head of Procuring Entity.

The Contractor shall have licensed professionals required in the execution of the project which they have submitted in their bid. Shop drawings of actual reference marks shall be verified and approved by the Head of Procuring Entity prior to any permanent construction. Contactor shall refer to the General Nature and Scope of Work and other Bid Documents for more extensive description of the work.

The Contractor shall submit details and shop drawings, templates, and schedules required for the coordination of the work of the various trades. Drawings should include information on all working dimensions, arrangement and sectional views, connections and materials.

Final Cleaning as Pre-requisite to Final Acceptance: Final cleaning of the work shall be employed by the General Contractor prior to the Head of Procuring Entity or his/her representative final inspection for certification of final acceptance.

The Contractor shall be responsible for the safety and safe working practices of its respective employees and agents.

The Head of Procuring Entity may at any time without invalidating the Contract make changes by altering, adding to or deducting from the work as covered by the drawings, specifications, and general scope in written instructions.

Construction, furnishing, labor, materials, tools and equipment not in accordance with the specification approve by the Head of Procuring Entity, may be undone or replaced as the case may be and expenses relative to these shall be done/shouldered by the contractor.

6.0 MOBILIZATION/DEMOBILIZATION

This work includes mobilization and demobilization of the contractor's personnel and equipment necessary for performing the work required under the contract.

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, temporary facilities (if necessary) and other necessary general facilities for the contractor's operations at the site.

Demobilization shall include the disassembly, hauling, removal of debris/rubbish, and site cleanup of painting sites, and other facilities assembled on the site.

Mobilization shall consist of obtaining all required insurance, bonds and permits; preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; preparation of construction schedule; furnishing and erecting field offices, laboratory, batch plants and progressive Program of Work.

Dis-assembled materials useful to the agency shall be entrusted to the Supply Unit of CAAP. Materials considered as waste material shall be supported by a waste disposal report.

7.0 SITE WORKS

a. Clearing

Protection and/or removal of existing structures shall have the approval of the Procuring Entity. The Procuring Entity must be consulted prior to any demolition. Rubbish shall be legally and properly disposed of.

Before any construction starts the roadway must be cleared of debris. Unless there are specific reasons, agreed to by the Engineer in writing, all materials including trees, grass, crops and structures, which fall within the road alignment must be removed.

Also, all major stumps and roots need to be removed (grubbed out) and the holes left must be filled with compacted suitable fill material.

The building site shall be leveled according to plans and cleared of rubbish, roots and other perishable and objectionable matters to a suitable subgrade.

b. Excavation

All excavation shall be undertaken in a safe manner to minimize danger to road users and personnel. Excavated materials need assessing as suitable or unsuitable. Suitable materials should be used when possible in the works. The excavated materials can be temporarily stockpiled, but must cause no damage to roads, services or property and not prevent water draining from the road or from the surrounding land.

Any excess suitable material, which is not required for the construction of the Works or any material classified as unsuitable is the property of the agency. The Contractor should stockpile these materials separately, as directed, or place the material in an approved location on site. To be suitable as fill material the soil must not contain any vegetable matter. To be suitable as road pavement the requirements for sub base or base materials must be met. Materials excavated from existing road pavements may meet the necessary requirements directly, or after breaking and mixing with other materials.

c. Backfill

After concrete for foundations is hard enough to withstand pressure resulting from fills, the materials removed from excavations shall be used for backfill around them.

Backfill and fills shall be placed in layers not exceeding 150mm thickness, and each layer shall be thoroughly compacted by wetting, tamping and rolling.

d. Sub Grade Base

The subgrade is the layer of embankment immediately below the pavement. This may be undisturbed local material or may be soil excavated elsewhere and placed as fill. In either case it has to be prepared to give added strength.

All subgrade material must be free of vegetable matter. The material also needs to be of a type and moisture content that it can be compacted to form a stable layer. If the material in the subgrade level is found to be unsuitable, this must be excavated and replaced with suitable material, which should then be compacted.

The subgrade must be compacted uniformly by use of adequate and appropriate compaction equipment. The material should be at moisture content close to optimum throughout the layer so that it can be compacted to produce a dense compacted layer. Generally the compaction should begin at the outer edges of the embankment and by rolling in a longitudinal direction gradually progress towards the centre so that each section receives equal compaction.

Three compaction tests are required for each 1,000 square meters of subgrade. If the test results show that the density is less than that required, further compaction will be necessary. After which the density should be rechecked to ensure the required dry density has been achieved.

The surface of the finished subgrade must be to the required cross section with a tolerance of 20mm above or below the specified level at any point. Typically the subgrade should be checked at not greater than 25m intervals, where necessary shorter lengths can be checked. There must be no depressions which could form water ponding areas in the subgrade.

The subgrade layer must be approved before the Contractor can start on the construction of the road pavement.

Before any shoulder fill is placed, all subgrade preparation and subgrade drainage work require to be completed. For the shoulder a compaction test must be carried out for every 500 square meters of finished layer.

If a pavement layer, does not conform with the thickness or tolerance required, the layer must be corrected. Once the correction is completed the area should be rechecked to ensure it conforms to the correct depth, cross fall and degree of compaction.

Each layer should be tested for compaction (3 tests for each 1000 square meters). If the test results show that the required density is not achieved, further compaction must be undertaken.

Each layer of pavement must be shaped, compacted and approved ahead of the placing of subsequent material.

8.0 PORTLAND CEMENT CONCRETE PAVEMENT

At least 14 days before a material is proposed to be used samples of the material along with laboratory test results should be submitted to the Engineer. If approved, the Contractor should carry out trial mixes.

Until a trial mix for a type of concrete has been approved (by the Engineer), no concrete of that class may be placed in the Works.

Continued checks on materials should occur throughout the contract period. If tests indicate changes have occurred the Contractor must be notified and the Engineer informed immediately.

Reinforcement must be free from dirt, oil, grease, paint, and loose or thick rust.

All reinforcement must be placed, supported and secured at the locations shown on the Drawings prior to any concreting operations, using pre-cast cover blocks.

At least 24 hours before any proposed pour the Contractor must provide notification in writing. The reinforcement, materials and equipment must then be checked and the contractor informed of aspects that need to be corrected, or rectified. Only after correction should the concrete pour be allowed to proceed.

Within 20 minutes of the mixing being completed, concrete must reach its final position in the forms. The concrete requires to be placed to avoid segregation of the materials.

Concrete must be thoroughly compacted by mechanical vibration immediately the concrete is placed in the forms. Enough vibrators must be on site for this to be achieved.

Temperature of concrete at the time of placing shall not exceed 350C.

Three concrete cubes or cylinders should be taken for each days casting, or for large pours for every 15m³ concrete placed. The samples should be taken at random to ensure all the concrete placed in the Works meets the specified requirements.

All surfaces must be kept thoroughly wet for 7 days after concrete is placed. Thereafter the concrete must be watered daily for the following 2 weeks to prevent the concrete drying out.

a. Materials

Samples of materials proposed to be used and their test results have to be received at least 14 days before their proposed use. If the samples comply with the Specification the Engineer should give his agreement for the Contractor to proceed with test mixes and trials

Full material requirements are given within the Specification for cement, water, and aggregates. However, the following site requirements should be noted:

Bagged or bulk cement which has partially set or which contains lumps of caked cement must be rejected. The use of cement reclaimed from discarded or used bags is not permitted. Any cement stored for a long time needs to be tested before its use.

If accepted by the Engineer river water may be used, however, if the water's appearance deteriorates the use of this source of water must be stopped.

Admixtures are only allowed with the written approval of the Engineer.

The coarse aggregate (that larger than 5 mm), with the exception of blinding concrete, must consist of hard durable crushed or broken rock. This should be clean, free from dust and contain no vegetable matter and should not appear particularly flaky or elongated.

The fine aggregate (that smaller than 5mm) should consist of either natural sand or fine aggregates. Crushed materials from different sources of supply must not be mixed or stored in the same pile, unless this has been approved.

The grading and quality of the aggregates need to be checked throughout the works. Samples of the materials brought to site should be taken regularly and tested to ensure that the materials continue to meet those specified. Reinforcement needs to be handled and stored to ensure it does not become bent out of the desired shape. When it is placed in the works it should be free from dirt, oil, grease, paint and loose or thick rust.

b. Trial Mixes for Concrete

After the cement and aggregates have been approved the Contractor must carry out trial mixes. These must be made in the design proportions to prove and establish the workability, strength and water/cement ratio of the concrete. The concrete should be made in full scale trials using the same type of plant and equipment, which will be used for the Works. Concrete cubes or cylinders should be taken and these should be crushed after 28 days to ensure the concrete has reached the required strength.

The Contractor is required to submit all the relevant information to the Engineer who will approve the mix if he is satisfied. Thereafter no changes in any of the materials or the mix proportions are allowed. If any changes occur on site the Contractor must be informed immediately as must also the Engineer who may require further trial mixes to be undertaken.

Until the trial mix for a particular concrete class have been approved, no concrete of that class may be placed in the Works.

c. Construction Methods

The Contractor must maintain an adequate number of trained and experienced supervisors at the Site to control the work.

A layer of 75mm thickness blinding concrete must be provided for all concrete structures. This should be placed on a single layer brick flat soling laid directly on the prepared soil.

Reinforcement bars require to be cut and bent cold to the dimensions on the drawings. The method and the equipment the contractor intends to use to bend reinforcement, needs to be inspected and, if acceptable, approved. Welding of reinforcing steel is not normally accepted and should only occur after specific authorization is given.

Cover blocks are required to ensure that the reinforcement is correctly positioned, as the use of any small stones or wood blocks within the forms is not allowed. Cover blocks should be precast 50mm x 50mm blocks, to ensure 50mm cover or 75mm x 75mm blocks when the concrete works are below finished ground level; unless otherwise indicated on the contract drawings. The maximum size of aggregate should be 6mm and a mix proportion of one part of cement to 2 parts of sand by weight should be used. Wire requires to be cast into the blocks so that they can be tied to the reinforcement. The blocks should also be fixed so that they will not overturn when the concrete is placed.

Changes in sizes of reinforcement bars to that shown on the drawings are only permitted if specific authorization is given. If bars are substituted they must have a cross sectional area equal, or greater to, the design area. If the Contractor wishes to use more splices than are indicated and/or necessary, the Contractor must furnish Working Drawings for approval. Any such changes of reinforcement that occur will not result in any extra payments to the Contractor.

At least 24 hours before any concrete pour the Contractor needs to inform site staff of the proposed pour in writing. At this stage, before the concrete pour can proceed, the following require to be checked:

- Whether the reinforcement is placed, supported and secured at the locations shown on the Drawings.
- Whether the inside of the form is thoroughly clean and there is no debris.
- Whether the forms are rigid enough to maintain the concrete in position and any voids/gaps are filled.
- Whether the forms are of an appropriate material to produce an acceptable finish.
- Whether all the materials required are on site for the completion of the concrete pour (unless concrete manufactured elsewhere).
- Whether there are sufficient vibrators and mixers on site, which are all in working condition.

If any items above are not ready the contractor should be informed of the measures which must be taken before the concrete pour can proceed. Once all the conditions are satisfied then approval for the concrete pour to proceed can be given.

The correct volume of materials (cement, aggregates and water) to comply with the approved job mix must be used for each batch of concrete. The usual method of controlling the quantity added is to construct measuring boxes, or other types of containers, which will provide the appropriate volume of materials for one bag of cement.

Concrete must reach its final position in the forms within 20 minutes of mixing. The concrete must be placed in a manner, which avoids materials separating, and which ensures there is no movement of the reinforcement within the forms. When the concrete is placed it requires to be thoroughly compacted by mechanical vibration. The vibrators need to work the concrete around the reinforcement and into the corners and angles of the forms. The vibrators must be inserted and withdrawn from the concrete slowly at the point the concrete is deposited.

Sufficient working vibrators must be used to compact all the concrete immediately it is placed in the forms. A working vibrator will visibly affect recently placed concrete at least 450 mm from where the vibrator is located. However, vibrators should not be used to move concrete around the forms; in this case spades should be used. The vibration should last long enough to thoroughly compact the concrete, but should not continue so as to cause segregation. Any grout loss from the forms should be immediately stopped.

At least one slump test for every 25m³ of concrete placed should be carried out. Normally, unless a different value is indicated on the drawings or in the documents, the slump should not be greater than 75mm. Examples of slump test results are given in Figure 10. A minimum of 3 concrete cubes or cylinders should be taken for each day's casting but on large concrete pours these should be taken for every 15m³ of concrete placed. When samples of concrete are taken the slump of the concrete also needs to be measured.

9.0 STANDARD SPECIFICATION ON THE USE OF ASPHALT PAVEMENT TECHNOLOGY ON BITUMINOUS CONCRETE SURFACE COURSE HOT LAID

Description

This item shall consist of constructing a Bituminous Concrete Surface Course, composed of aggregates, mineral filler and bituminous material with the addition of binder mixed in the central plant, constructed and laid hot on the prepared base in accordance with the Specification and in conformity with lines, grades, thickness and typical shown in the approved plans.

The Bituminous Concrete Surface Course mixture upon cured shall inherent characteristics such as high fluid resistance, dynamic stability/durability and resistance to rutting of the resulting asphalt pavement.

MATERIAL REQUIREMENTS:

A. Composition and Quality of Bituminous Mixture (Job-Mix Formula)

The epoxy asphalt mixture shall be composed of aggregates, mineral filler, hydrated lime and epoxy asphalt as binder.

At least three weeks prior to production, the Contractor shall submit in writing a job-mix formula for each mixture supported by laboratory test data along with the samples and sources of the components and viscosity-temp relationship information to the Project Engineer for testing and approval.

Each Job-Mix Formula submitted shall propose definite single values for:

- 1. The Percentage of Aggregate passing each specified sieve size
- 2. The Percentage of Epoxy Asphalt to be added
- 3. The Temperature of the mixture delivered on the site
- 4. The kind and percentage of additive and mineral filler to be used.

After the job-mix is established, all mixture furnished for the project shall conform thereto within the following ranges of tolerances;

Passing No. 4 and larger sieves	+ 7 percent
Passing No. 8 to No. 100 sieves (inclusive)	+ 4 percent
Passing No. 200 sieve	+ 2 percent
Bituminous Material	+ 0.4 percent
Temperature of Mixture	+ 10°C

Should the range in source of material be proposed or should a job-mix formula prove unsatisfactory, a new job-mix formula shall be submitted by the Contractor in wring and to be approved by the Project Engineer prior to production.

Approval of a new job mix formula may require laboratory testing and verification.

The mixture shall have a minimum comprehensive strength of 1.4 MPa.

The mixture shall have a mass percent air voids with the range of 3 to 5.

The mixture shall also have an index of retained strength of not less than 70 when tested by AASHTO T 165 "Effect of Water on Compressive Strength of Compacted Bituminous Mixtures". For aggregates having maximum sizes over 25mm, AASHTO T 165 will be modified to use 150 mm cylindrical specimens. The 150 mm (cylinders will be compacted by the procedures outlined in AASHTO T 167 "Compressive Strength of Hot Mix Asphalt Mixtures" modified to employ ten (10) repetitions of molding load of 9.6 MPa, with no appreciable holding time after each application of the full load.

B. BITUMINOUS MATERIAL

Epoxy asphalt is a two-phase chemical system in which a thermo-setting amine epoxy (continuous phase) is blended with conventional asphalt (disperse phase). Epoxy resin consists of the main resin and hardener which are stored separately. Table 1 shows the standard of two (2) elements and Table 2 shows the standard of mix epoxy resin. The epoxy asphalt, which is the combination of epoxy resin, composed of two mixed elements and asphalt with the fixed ratio of 25:75 respectively, begins with irreversible chemical reaction that increases the stiffness and strength of the mixture.

After curing epoxy resin forms a three-dimensional continuous phase in which the asphalt is dispersed. Such a mixture is not only tough but also elastic at typical pavement service temperature up to 70 degrees Celsius, providing high fatigue resistance. Epoxy asphalt is a thermo-set material does not soften as much as conventional asphalt binders at high temperatures, has a good resistance to aging and chemical attack and is permeable to water and salts, in part due to its low void pavement design.

Table 1 - Standard of Epoxy Resin

	Tests	Standard Value	Test Method
	Viscosity @ 25°C (MPa . s)	10,000 - 15,000	ASTM D 2393
Main Resin	Epoxy Equivalents Weight (g/eq)	180 - 200	ASTM D 1652
Walli Keshi	Flash Point, Cleveland Open Cup (°C)	≥240	ASTM D 92
	Density @ 25°C (g/cm³)	1.00 - 1.25	ASTM D 1475
	Viscosity @ 25°C (MPa . s)	5 - 80	ASTM D 2393
	Amine Value (mgKOH/g)	180 - 230	ASTM D 7237
Hardener	Flash Point, Cleveland Open Cup (°C)	≥145	ASTM D 92
	Density @ 25°C (g/cm³)	0.75 - 1.00	ASTM D 1475

Table 1 - Standard of Combined Epoxy Resin

Test	Standard Value	Test Method
Tensile Strength @ 23°C (MPa)	≥5.0	ASTM D 638
Elongation at Break @ 23°C (%)	≥5.0	ASTM D 638

C. AGGREGATES

Aggregates shall conform to the requirements Item 703, Aggregates of the DPWH Standard Specifications for Highways, Bridges and Airports, Volume II, 2012 Edition.

D. MINERAL FILLER

It shall conform to the requirements of Item 703 A, Mineral Filler of the DPWH Standard Specifications for Highways, Bridges and Airports, Volume II, 2012 Edition.

E. HYDRATED LIME

It shall conform to the requirements of Item 701, Construction Lime of the DPWH Standard Specifications for Highways, Bridges and Airports, Volume II, 2012 Edition.

F. MIXING TEMPERATURE

The mixing temperature is made at a higher temperature of 175°C with a minimum temperature of 170°C. The compaction temperature was set to minimum of 155°C.

G. PROPORTIONING OF MIXTURES

The proportion of bituminous material on the basis of total dry aggregate shall be from 5.0 to 8.0 mass percent. The exact percentage to be used shall be fixed by the Project Engineer in accordance with the job-mix formula and the other quality control requirements.

During the mixing operation, one0half to one (0.5-1.0) mass percent of hydrated lime, dry aggregate basis, shall be added to the mixture. The lower percentage limit is applicable to aggregates which are predominantly calcareous

10.0 CONSTRUCTION NOTES/REQUIREMENTS

The construction requirements shall be in accordance whenever applicable, with Section 307.3 of Item 307, Bituminous Plant Mix Surface Course - General in DPWH Standard Specifications for Highways, Bridges and Airports, Volume II, 2012 Edition.

11.0 CONSTRUCTION SAFETY AND HEALTH

The contractor shall include a Construction Safety and Health Program for the project by providing Safety Signage and Barricades such as bill boards and warning signs, caution tapes and safety nets. Likewise the necessary gear and protective accessories for workers such as safety helmet, shoes, vest, gloves, boots, harness, lanyard and raincoats if necessary are to be provided. A Safety Practitioner and Health Personnel are required. The Health Personnel shall be full time and is required for the whole duration of the project.

Financial requirement for the Construction Safety and Health Program and provision of bill boards shall be chargeable to the Contractor's OCM.

The contractor shall be responsible in providing safety perimeter fence for security fences, personal protective equipment (PPE) for staff and workers, and Safety Inspectors or Safety Engineers on site while construction is ongoing. Regular safety reports should be submitted.

The contractor shall be responsible for all laboratory and material testing, but environmental compliance certificate (ECC) and building/safety permits if necessary and required in the project implementation thus all expenses shall be incorporated in the contractor's overhead cost and shall not be considered as pay item.

12.0 BILLBOARD

A tarpaulin billboard shall be put in place near the vicinity of the location of the project after the receipt of Notice of Award.

Tarpaulin: White 8'x8', Resolution: 70 dpi

Font: Helvetica

Font Size: Main Information - 3"

Sub Information - 1"

Font Color: Black

Section VII. Drawings

Section VIII. Bill of Quantities

Bill of Quantities

Annex "B" Form 1	Bill of Quantities
Annex "B" Form 2	Bid Proposal
Annex "B" Form 3	Detailed Estimate

					Ar	nnex "B" Form 1
	(0	Contractor's Log	o On Mai	n Page)		
		BILL OF QU	UANTI	ΓIES		
Project:	Continuation Of	Expansion Wide	ening Of	ARFF Aco	ess Road	•
	Runway Shoulde	r To ARFF Bui	lding At N	Masbate A	irport	
Location	Masbate Airport	, Masbate City				
Item No	Descript	ion	Qty	Unit	Unit Price	Amount
1.00	CIVIL WORKS/ST	RUCTURAL W	ORKS			
1.01	Site Works					
	Pesos in Words	Amount				
			1.00	lot		
	and	centavos				
1.02	Concrete Works			<u> </u>	<u> </u>	
	Pesos	Amount	1.00	lot		
	in Words					
	and	centavos				
1.03	Asphalt Overlay				[]	
	Pesos	Amount	1.00			
	in Words		1.00	lot		
	and	centavos				
Total Bid	Amount (Php):					
	Amount in Words:					
		Submitted by	·			
		Printed Nam				
		Position:				
		Name Comp	any:			

					Ç	-		6			4	AIIIEA D FUIII 2
					(Contra	ctor's Lo	go On M	(Contractor's Logo On Main Page)				
						BID PROPOSAL	OPOS	AL				
	CONTINUATION OF EXPANSION WI	ANSION WI		NG OF ARFF A	CCESS	ROAD F	UNWA	Y SHOULDE	R TO ARFF BU	DENING OF ARFF ACCESS ROAD RUNWAY SHOULDER TO ARFF BUILDING AT MASBATE AIRPORT	BATE AIRPOR	I
					Masl	bate Air	oort, Ma	Masbate Airport, Masbate City				
ITEM	DESCRIPTION OF WORK	QUANTIT	UNIT	ESTIMATED	MARK-UPS IN PERCENT	UPS IN	TOTAL	TOTAL MARK-UP	VAT	TOTAL	TOTAL COST	UNIT COST
NO.		> -		DIRECT COST	OCM	Profit	%	VALUE		INDIRECT COST		
(1)	(2)	(3)	(4)	(5)	(9)	(7)	(8)	(9) (5) x (8)	(10) 5% X [(5) +	(II) $(9) + (10)$	(12) (5) + (11)	(13) (12)/(3)
1.00	1.00 CIVIL WORKS/STRUCTURAL WORKS	VORKS										
1.01	1.01 SITE WORKS	1.00	lot									
1.02	1.02 CONCRETE WORKS	1.00	lot									
1.03	1.03 ASPHALT OVERLAY	1.00	lot									
	TOTAL AMOUNT											
									Submitted by:	ed by:		
									Printed Name:	Name:		
									Position:			
									Name (Name Company:		
									Date:			

							Annex "B" Form 3
			(Contractor's 1	Logo On Main P	'age)		
			DETAILED E	ESTIMATE I	FORM		
NAMI	E OF PROJECT	:	CONTINUATION OF	EXPANSION	WIDENING C	F ARFF ACCES	SS ROAD
			RUNWAY SHOULDE	R TO ARFF B	UILDING AT	MASBATE AIR	RPORT
LOCA	TION	:	Masbate Airport, Mas	bate City			
SUBJI	ECT	:	Bill of Materials & Co	•			
ITEM	Di	ESCR	IPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.00	CIVIL WORKS/STR	UCTU	URAL WORKS				
1.01	SITE WORKS						
A	MATERIAL COST						
	Embankment			33.66	m³		
	Gravel Bedding			20.40	m³		
					Material Cost		•
В	LABOR COST			QTY	DUR. (DAYS)	RATE/DAY	
	For gravel bedding						
		Foren	nan	1.00	2		
		Skilled	d Labor	2.00	2		
		Comn	non Labor	4.00	2		
	Demolition			10.80	m³		
					Labor Cost		
C	Equipment Rental C	ost		QTY	DUR. (DAYS)	RATE/DAY	
	Pnematic Drilling	Machi	ne	1.00	2		
	Dump Truck			1.00	1		
					Equipment Re	ntal Cost	
A	TOTAL MATERIAI	COS	ST				
В	TOTAL LABOR CO	ST					
C	TOTAL EQUIPMEN	T RE	ENTAL COST				
D	TOTAL DIRECT CO	OST					
			INDIRE	CT COST	TS.		
1. OC	M		15.0%	of Estimated	Direct Cost		
2. CO	NTRACTOR's PROF	TT	10.0%	of Estimated	Direct Cost		
E. TO	FAL OCM & PROFIT	Γ	25.0%	of D			
	LUE ADDED TAX, (V	_	5.0%	of (D + E)			
	IMATED INDIRECT		`				
			Γ COST (G / Quantity),	P/Unit			
	OTAL ESTIMATED				\ -		
SUB-T	OTAL ESTIMATED	UNIT	COST (Total Estimate	d Cost / Quantit	y), P/Unit		

Continuation...

ITEM	DESCRII	PTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.00	CIVIL WORKS/STRUCTU	RAL WORKS				
1.02	CONCRETE WORKS					
A	Material Cost					
	@Grouted Riprap					
			20.74	cu.m		
	@Access Road			pcs		
	RSB 16mm		30.00			
	Reinforced Concrete Pipe).90m Dia.	1.00	pcs		
	Cement		286.00	bags		
	Sand		16.00	cu.m		
	Gravel		32.00	cu.m		
				Material Cost	•••	
В	Labor Cost		QTY	DUR. (DAYS)	RATE/DAY	
	Foreman		1.00	5.00		
	Skilled Labor		2.00	11.00		
	Common Labor		4.00	11.00		
				Labor Cost		
С	Equipment Rental Cost		QTY	DUR. (DAYS)	RATE/DAY	
	One-bagger Mixer		1.00	4		
	Vibrator Roller		1.00	2		
	Jack Hammer		1.00	2		
	Generator Set		1.00	1		
	Concrete Vibrator		1.00	4		
				Equipment Re	ental Cost	
A	TOTAL MATERIAL COST	1				
В	TOTAL LABOR COST					
C	TOTAL EQUIPMENT REN	TAL COST				
D	TOTAL DIRECT COST					
		INDIR	ECT COST	S		
1.00	M	15.0%	of Estimated	Direct Cost		
2. CO	NTRACTOR's PROFIT	10.0%	of Estimated	Direct Cost		
E. TO	TAL OCM & PROFIT	25.0%	of D			
F. VAI	LUE ADDED TAX, (VAT)	5.0%	of (D + E)			
G.EST	IMATED INDIRECT COST	(F + E), P				
H.EST	IMATED UNIT INDIRECT	COST (G/Quantity	y), P/Unit			
	OTAL ESTIMATED COST					
SUB-T	OTAL ESTIMATED UNIT	COST (Total Estima	ted Cost / Quantit	y), P/Unit		

Continuation...

46.93 0.18 QTY 1.00 1.00 6.00 6.00	M.T M.T Material DUR. (DAYS) 1 1 1	Cost	
0.18 QTY 1.00 1.00 6.00 6.00	M.T Material DUR. (DAYS) 1 1 1		
0.18 QTY 1.00 1.00 6.00 6.00	M.T Material DUR. (DAYS) 1 1 1		
0.18 QTY 1.00 1.00 6.00 6.00	M.T Material DUR. (DAYS) 1 1 1		
QTY 1.00 1.00 6.00 6.00	Material DUR. (DAYS) 1 1 1		
1.00 1.00 6.00 6.00	DUR. (DAYS) 1 1 1		
1.00 1.00 6.00 6.00	1 1 1	RATE/DAY	
1.00 1.00 6.00 6.00	1 1 1		
1.00 6.00 6.00	1		
6.00			
6.00	1		
OTTV	Labor Cos	st	
· -	DUR. (HOUR)	RATE/HOUR	
1.00	5		
1.00	5		
1.00	5		
1.00	5		
	SUB-TOTAL		
Equ	ipment Rental	Cost	
T COST	r S		
of Estimated	l Direct Cost		
of Estimated	l Direct Cost		
of D			
of $(D + E)$			
Init			
ost / Quantit	ty), P/Unit		
•			
	of Estimated of Estimated of D of (D + E) Unit Oost / Quantit Omitted by: Inted Name: Ition:	of Estimated Direct Cost of Estimated Direct Cost of D of (D + E) Unit Oost / Quantity), P/Unit omitted by: otted Name: ition:	of Estimated Direct Cost of Estimated Direct Cost of D of (D + E) Unit ost / Quantity), P/Unit mitted by: nted Name:

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Note: Please refer to GPPB Resolution No. 15-2021, dated 14 October 2021 page 7 of 29

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 (Please use Form per GPPB Resolution No. 16-2020); 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, Civil Engineer, Safety Officer, and Construction Foreman), to be assigned to the contract to be bid, with their certificate of employment, and complete qualification and experience data (please see sample forms of Qualification of Key Personnel Proposed to be assigned to the Project, Key Personnel's Certificate of Employment and Key Personnel Bio Data Form);

- 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
- 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.

(Please use Revised Form per GPPB Resolution No. 16-2020.)

Financial Documents

- 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
- (1) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

The computation of a prospective bidder; NFCC must be at least equal to the ABC to be bid, calculated as follows:

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

The values of the domestic bidder's current assets and current liabilities shall be based on the **latest Audited Financial Statements submitted to the BIR.**

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;

<u>or</u>

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
 - (o) Bid Proposal (Annex "B" Form 2)

Other documentary requirements under RA No. 9184

- ② (p) Original of duly signed Bid Prices in the Bill of Quantities (Annex "B" Form 1);
- 2 (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid (Annex "B" Form 3); and
- (r) Cash Flow by Quarter.

Bidding Forms Sample

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 guidelines12 for this purpose;
- 12 currently based on GPPB Resolution No. 09-2020
- 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:	
Ouly authorized to sign the Bid for and behalf of:	
Date:	

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

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. GPPB Resolution No. 16-2020, dated 16 September 2020
- 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 havecaused this Agreement to be executed the day and year first before written.

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

Acknowledgment

Omnibus Sworn Statement (Revised) [shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES	5)		
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,	Ι	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]

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]

AUTHORITY OF SIGNATORY (SPECIAL POWER OF ATTORNEY)

I,		, President of	(Name of the Bidder), a
			c of the Philippines with its
registered office	e at	, 1	by virtue of Board Resolution
			, has made, constituted and
appointed		true and lawful atto	orney, for it and its name, place
			ts necessary and/or represent
	in the	bidding of(Name o	f the Project) as fully and
•			h full power of substitution and re shall lawfully do or cause to
be done by virtu	ie hereof.		
		F, I have hereunto set 1	may hand this date of
Signed in the Pr	resence of:		

ACKNOWLEDGEMENT

Contractor's Organizational Chart for the Project

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the contract if awarded to him. Indicate in the chart the names of the Civil Engineer, Safety Officer, and Construction Foreman.
Attach the required Proposed Organizational Chart for the Contract as stated above.

Note:

Organizational Chart must tally with List of contractor's personnel to be assigned to the contract to be bid, with their certificate of employment, and complete qualification and experience data (please see sample forms of Qualification of Key Personnel Proposed to be assigned to the Project, Key Personnel's Certificate of Employment and Key Personnel Bio Data Form).

Key Personnel's Certificate of Employment

Date of Issuance

Head of the Procuring Entit	y		
Designation			
Address			
Dear Sir:			
I am(<i>Name of Nomi</i> issued on(<i>Data</i>		•	Professional License No <u>)</u> .
I hereby certify that (Name of the Project			services as (Designation) for
As(<i>Designation</i>), I contract under bidding:	supervised the fo	ollowing complet	red projects similar to the
NAME OF PROJECT	OWNER	COST	DATE COMPLETED
At present, I am supervising	g the following pro	oject:	
NAME OF PROJECT	OWNER	COST	DATE COMPLETED

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the _(Name of the Procuring Entity) at least twenty one (21) days before the effective date of my separation.

As <u>(Designation)</u>, I know I will have to stay in the job site all the time to supervise and managed the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the process Contractor to qualify for the Contract without any the post of (Designation) thereof, if the contract is a do so will be a sufficient ground for any disquare of the Procuring Entity) bidding or employs with the (Name of the Procuring Entity)	firm commitment on my pawarded to him since I undealification as (Designation) ment with any Contractor designation of the con	art to assume erstand that to in my future
	(Signature of Personnel)	
SUBSCRIBED AND SWORN to before me thisaffiant exhibiting to me his/her Residence Certificaatat	te No.	, 20 issued on
	Notary Pub	_
	Until 31 December	r 20
	PRT No.:	
	Issued at:	
	Issued on:	
	TIN No.:	
Doc. No		
Page No		
Book No		
Series of		

KEY PERSONNEL

(FORMAT OF BIO-DATA)

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

2.	Authorized Managing Officer / Representative
3.	Sustained Technical Employee
4. 5. 6. 7. 3. 9.	Name: Date of Birth: Nationality: Education and Degrees: Specialty: Registration: Length of Service with the Year from (months) (year)
11.	Firm: (months)(year) Years of Experience: (months)(year)
12.	If Item 7 is less than ten (10) years, give name and length of service with previou employers for a ten (10) year period (attached additional sheet/s, if necessary:
	Name and Address of Employer Length of Service
13.	Experience:
14. 15.	
16	Name and Address of the Owner's Engineer (Consultant):
17.	Indicate the Features of Project(particulars of the project components and any other particular interest connected with the project):
18	Contract Amount Expressed in Philippine Currency:

19.	Position:			
20.	Structures for which the empl	oyee was respons	 sible:	
21.	Assignment Period:	from _	(months)	(years)
		to _	(months)	(years)
		_		
Nam	e and Signature of Personnel			
It is l	nereby certified that the above pe	ersonnel can be a	ssigned to this proj	ect, if the
contr	act is awarded to our company.			
	(Place and Date)	The	Authorized	Representative

(Contractor's Logo on Main Page) Qualification of Key Personnel Proposed to be Assigned to the Project

Business Name : _____

Date

Business Address :				_	
	Project Manager/Engineer	Civil Engineer	Foreman	Construction Safety and Health Personnel	Other position deemed required by the Applicant for this project
1 Name					
2 Address					
Project Manager/Engineer Civil Engineer Foreman Safety and Health Personnel required by for thi Name Address Date of Birth Employed Since Experience					
4 Employed Since					
5 Experience					
6 Previous Employment					
7 Education					
8 PRC License					
Minimum Requirements	: Civil Engineer: Safety Officer: Foreman				
Note Submitted by	: Attached individu	al resume and PRC	License of the	(professional) perso	onnel.
	(Signature Over l	Printed Name)			
Designation	:				

List of Equipment, Owned or Leased and/or under Purchased Agreements, Pledge to the Proposed Project

Business Name:

List of Minimum equipment required for the project:

Submitted by : (Signature Over Printed Name)

Designation : Date

Note: Attach Proof of Ownership, Leased Agreement or Purchased Agreement

Location :					
CASH I	FLOW BY Q	CASH FLOW BY QUARTER AND PAYMENT SCHEDULE	AENT SCHEDULE		
PARTICULAR	%WT.	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER
ACCOMPLISHMENT					
CASH FLOW					
CUMULATIVE ACCOMPLISHMENT					
CUMULATIVE CASH FLOW					
Submitted by:					
Name of the Representative of the Bidder	idder				
Position					
Name of the Bidder					
Pates					

