



CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

AREA CENTER VI

**REPAIR and MAINTENANCE of
RUNWAY CRACKS and
POTHOLES at BACOLOD-SILAY
AIRPORT**

(AREA6-PB-2024-017)

Government of the Republic of the Philippines

July 30, 2024

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



**CIVIL AVIATION AUTHORITY OF THE PHILIPPINES
AREA CENTER VI**

Invitation To Bid for

**REPAIR and MAINTENANCE of RUNWAY CRACKS and
POTHoles at BACOLOD-SILAY AIRPORT**

1. The *Civil Aviation Authority of the Philippines-Area Center VI*, through the *CAAP Corporate Operating Budget CY 2024*, intends to apply the sum of *One Million Four Hundred Eighty-Nine Thousand Forty-One 14/100 Pesos (₱1,489,041.¹⁴)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Repair and Maintenance of Runway Cracks and Potholes at Bacolod-Silay Airport , Area6-PB-2024-017*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Civil Aviation Authority of the Philippines-Area Center VI* now invites bids for the above Procurement Project. Completion of the Works is required *Ninety (90) Calendar Days*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *Civil Aviation Authority of the Philippines-Area Center VI* and inspect the Bidding Documents at the address given below from *8:00 AM to 5:00 PM, Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested bidders on *July 30, 2024 from 8:00 am to 5:00 pm until August 20, 2024 @ 1:00 PM* from given address and *and upon payment of the applicable fee for the Bidding Documents and a Letter of Intent, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Six Hundred Pesos (₱ 5,600.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *by the manner if it will be presented in person, by facsimile, or through electronic means*.

6. The ***Civil Aviation Authority of the Philippines-Area Center VI*** will hold a Pre-Bid Conference¹ on ***August 7, 2024 at 1:00 PM at the Conference Room Administration Building, CAAP Iloilo International Airport***, and/or through video conferencing or webcasting which shall be open to prospective bidders via:

meet.google.com/epg-uzev-sah

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before ***August 20, 2024 @ 1:00 PM***. *Late bids shall not be accepted.*
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on ***August 20, 2024 @ 1:00 PM onwards*** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Civil Aviation Authority of the Philippines-Area Center VI*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

CHERRY PIE T. ACUÑA
BAC Chairperson
Civil Aviation Authority of the Philippines
Area Center VI
Iloilo International Airport
Cabatuan, Iloilo
bac_area6@caap.gov.ph
(033)-3211950; (033)-3299500 loc. 3266

July 30, 2024

(SGD.) CHERRY PIE T. ACUÑA
BAC Chairperson
Civil Aviation Authority of the Philippines
Area Center VI

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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Civil Aviation Authority of the Philippines-Area Center VI* wishes to receive Bids for the *Repair and Maintenance of Runway Cracks and Potholes at Bacolod-Silay Airport*, with identification number *AREA6-PB-2024-017*.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2024* in the amount of *One Million Four Hundred Eighty-Nine Thousand Forty-One and 14/100 Pesos (₱1,489,041.14)*.

2.2. The source of funding is the approved 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 Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for Project *Repair and Maintenance of Runway Cracks and Potholes at Bacolod-Silay Airport on August 7, 2024 @ 1:00 PM onwards at Conference Room, CAAP Admin Building, Iloilo International Airport* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA

and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

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

14.2. Payment of the contract price shall be made in *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 *One Hundred Twenty (120) Calendar Days* after the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause										
3.0	<p><i>Site inspection</i> and <i>Certificate of Site Inspection</i> is required and shall be included as part of the Technical Documents of the Technical Component Envelope.</p> <ul style="list-style-type: none"> • A LETTER of INTENT is required for site inspection that must be address to: <p style="margin-left: 40px;">Engr. JOHN WILLIAM B. FUERTE Acting Airport Manager Civil Aviation Authority of the Philippines Bacolod-Silay Airport</p> <p style="margin-left: 40px;">Thru: Engr. FREDLLANE LOUISE H. BURGOS Engineer I, Engineering Unit, Bacolod-Silay Airport</p> • Site inspection schedule is 8:00AM to 3:00PM, Monday to Friday, except for holidays. 									
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <ul style="list-style-type: none"> ○ Repair of Airport Runways 									
7.1	<i>Sub-contracting</i> is not allowed.									
8.0	<p>All Prospective Bidder may attend the Pre-Bid Conference as indicated in the in paragraph 6 of the IB, or through video conferencing or webcasting via:</p> <p style="text-align: center;">https://meet.google.com/epg-uzev-sah</p>									
10.3	<i>PCAB License</i> is required.									
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">ENGINEER/ SUPERVISOR/ FOREMAN</td> <td style="text-align: center;">Minimum of 5 years of in airport runway marking and markers repainting</td> <td style="text-align: center;">Minimum of 5 years experience in highway or roadway markings and markers repainting.</td> </tr> <tr> <td style="text-align: center;">SKILLED WORKER/ PAINTER</td> <td style="text-align: center;">Minimum of 5 years of in airport runway marking and markers repainting</td> <td style="text-align: center;">Min. of 1 year experience in the field of water proofing.</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	ENGINEER/ SUPERVISOR/ FOREMAN	Minimum of 5 years of in airport runway marking and markers repainting	Minimum of 5 years experience in highway or roadway markings and markers repainting.	SKILLED WORKER/ PAINTER	Minimum of 5 years of in airport runway marking and markers repainting	Min. of 1 year experience in the field of water proofing.
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>								
ENGINEER/ SUPERVISOR/ FOREMAN	Minimum of 5 years of in airport runway marking and markers repainting	Minimum of 5 years experience in highway or roadway markings and markers repainting.								
SKILLED WORKER/ PAINTER	Minimum of 5 years of in airport runway marking and markers repainting	Min. of 1 year experience in the field of water proofing.								

	LABORER	Must have knowledge in airport runways marking and markers repainting	Must have knowledge in highways, roadways markings and markers
10.5	The minimum major equipment requirements are the following:		
	<u>Equipment</u>	<u>Capacity</u>	<u>No. of Units</u>
	Generator Set,Diesel Silent Type	• 5KVA	• 2
	Portable Tower LED Lights	• LED Flood Lights, 150Watts	• 4
	Portable Asphalt cooker with pavement gap sealer	• 25 Gals	• 2
	Hauling Tracks	• 10'size truck/ Pick-Up trucks	• 1
12	<i>Alternative Bids shall not be accepted.</i>		
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <u>₱ 29,780.83</u> [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <u>₱ 74,452.06</u> (5%) of ABC if bid security is in Surety Bond.</p>		
19.2	<i>Partial bids are not allowed.</i>		
19.3	The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.2.6 of the 2016 Revised IRR of RA No. 9184.		
20	<p>The Bidder declared as SCB/LCB shall provide the following documents required in the Post Qualification Evaluation:</p> <ul style="list-style-type: none"> • Legal Clearance Request Form • Latest Income and Business Tax Returns • Tax Clearance • Mayor's or Business Permit • Certificate of PhilGEPS Registration • Audited Financial Statements, stamped "Received" by the Bureau of Internal Revenue (BIR) or its duly Accredited and Authorized institutions, for the preceding calendar year, which should not be earlier than Two (2) years from bid submission. • Registration Certificate from the following: <ul style="list-style-type: none"> ○ Securities and Exchange Commission (SEC), or ○ Department of Trade and Industry (DTI for Sole Proprietorship, or ○ Cooperative Development Authority (CDA) for Cooperatives. 		

21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as:</p> <ul style="list-style-type: none">● Methods of Working Plan● Weekly Progress Report● Work Permit● Gantt Chart● Construction Schedule and S-curve● Manpower Schedule● Equipment Utilization Schedule● Construction Safety and Health Program approved by the DOLE● Other acceptable tools of project scheduling.
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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	
1	Refer to Section VI. SPECIFICATIONS
2	<i>No Additional Requirement.</i>
4	The Contractor shall comply all the requirements needed by key personnel required by the procuring entity.
6	<i>Site Inspection Certificate</i> is required and shall be included in the Technical Component of the Bids.
7.2	The warranty shall cover two (2) years from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
10	<i>No Additional Requirement.</i>
11.1	<i>No Additional Requirement.</i>
11.2	<i>No Additional Requirement.</i>
13	Advance payment is not allowed .
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	<i>No Additional Requirement.</i>
15.2	<i>No Additional Requirement.</i>

Section VI. Specifications

REPAIR and MAINTENANCE of RUNWAY CRACKS and POTHoles at BACOLOD-SILAY AIRPORT		
Item	Specification	Statement of Compliance
		(Comply / Not Comply)
	GENERAL CONDITIONS:	
1	Administrative Requirements:	
	The Contractor shall comply with the following:	
1.1	Visit and inspect the site to apprise oneself of the actual condition that will affect the implementation of the project to be done. The Contractor shall secure a Certificate of Site Inspection from the Civil Aviation Authority of the Philippines (CAAP).	
1.2	Comply with the security, safety, Bacolod-Silay Airport house rules, and plans for maintaining site cleanup.	
1.3	Investigation and submission of report/s to Bacolod-Silay Airport for any accident or untoward incident that may occur at the site for the duration of the project.	
1.4	Assume all responsibility for injuries to persons and damages to Bacolod-Silay Airport and other property caused by the execution of the works and shall be liable for any claims against Bacolod-Silay Airport on account of such injury and/or damage.	
2	Prohibitions:	
2.1	Drinking of liquor, smoking and gambling in the building and the Contractor's storage area.	
2.2	Cooking of any kind of food and eating in the project/work area.	
2.3	Loitering in areas other than the project site.	
3	Safety and Sanitation Requirements:	
3.1	Workers engaged in the project shall wear appropriate personal protective equipment.	
3.2	Employees of the Contractor shall wear uniform/T-shirts marked with the Contractor's company name and shall wear valid company I.D. while inside the Bacolod-Silay Airport premises.	
3.3	All areas affected by implementation of the project shall be thoroughly cleaned to the full satisfaction of the Bacolod-Silay Airport .	

3.4	All Solid Waste must be properly segregated and disposed accordingly.	
3.5	All Hazardous waste should be disposed to the Material Recovery Facility of Bacolod-Silay Airport for proper storage and disposal to accredited transporter.	
4	Requirements for Storage of Equipment:	
4.1	All equipment shall be stacked in a stable and self-supporting manner. All sharp objects shall be removed to avoid injury to workers and Bacolod-Silay Airport personnel.	
4.2	Passageways and all access ways shall be kept free from equipment and material obstructions at all times.	
	SCOPE of WORK:	
I.	Repair of Runway Potholes	
II.	Repair of Runway Cracks	
III.	Mobilization	
	1. Mobilization and Demobilization	
	2. Removal of Dirt and Debris along the cracks of the pavement	
	3. Heating of the Blown Asphalt with a Temperature not less than 140 °C to reach the viscosity of the Blown Asphalt.	
	4. Application of the Hot Blown Asphalt to the cracks along the touchdown area of Runway 21 and Runway 03.	
	5. At the completion of the job, remove any additional debris and haul away to avoid the existence of Foreign Object Debris (FOD).	
	6. The Selected bidder (“contractor”) is required to carry out all necessary site investigations for the repair of runway.	
	7. The Contractor shall carry out all the works using their own material, labour, equipment and mix design	
	8. The contractor should have expertise and resources in delivering the services required in the Scope of Works.	
	9. The Contractor shall exercise good workmanship and all the Works shall be completed to the satisfaction of CAAP BSA	

I. APPLICABLE STANDARDS

1. Occupational Health and Safety

II. TERMS AND CONDITIONS

1. The Contractor shall, within seven (7) **calendar days** after issuance of Notice to Proceed, must submit Delivery Schedule, Gantt Chart and Weekly Accomplishment Report during project implementation.
2. The project shall be completed within **Ninety (90) calendar days** from the effectivity date indicated in the Notice to Proceed.
3. The Contractor represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this project, and hereby agrees and warrants that it shall faithfully observe and comply therewith.
4. All works must be done without disruption on the working conditions of the airport.
5. The Contractor's Warranty shall be for a period of one (1) year after acceptance of the project. The warranty shall include the cost of parts and labor. During the warranty period, the Contractor must rectify any defects within *fifteen (15) calendar days* from time received of request from CAAP.
6. Payment will be made as follows:
7. 50% progress payment will be made after issuance by the CAAP of Certificate of 50% accomplishment and submission of all documents.
8. Full payment will be made after issuance by the CAAP of Certificate of Acceptance and submission of all documents.
9. All payments shall be subject to applicable taxes.
10. The execution of all works shall be subject to the inspection and acceptance by the CAAP authorized representatives.

Name of Bidder: _____

Name: _____

Signature: _____

Date: _____

SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

DESCRIPTION	QUANTITY	DELIVERY SCHEDULE
Repair and Maintenance Runway Cracks and Potholes at Bacolod-Silay Airport	One (1) Lot	Completion Schedule Ninety (90) Calendar days upon effectivity of the Notice to Proceed

I hereby certify to comply and deliver all the above requirements.

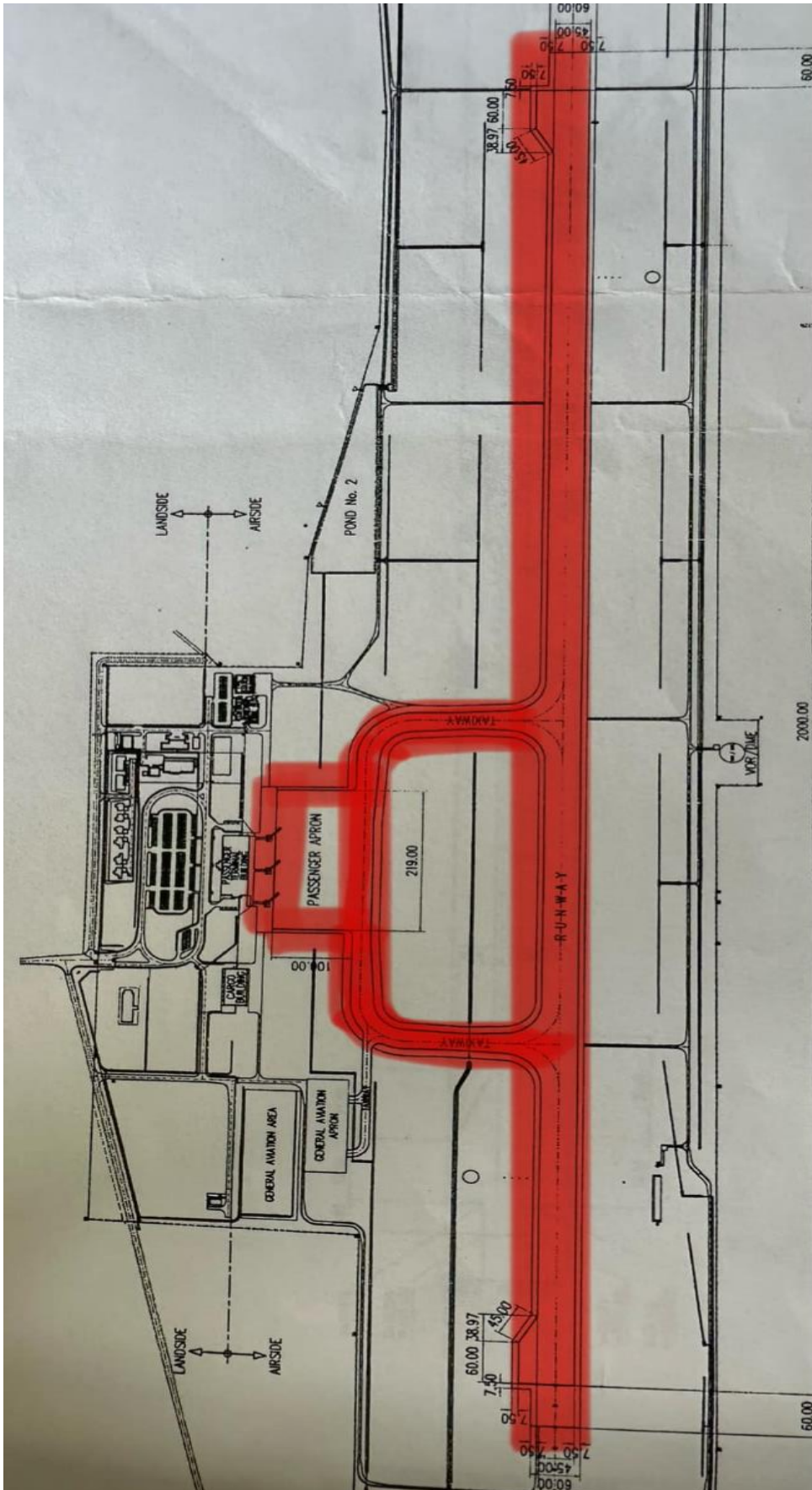
Name of Bidder: _____

Name: _____

Signature: _____

Date: _____

Section VII. Drawings



Section VIII. Bill of Quantities

Republic of the Philippines
CIVIL AVIATION AUTHORITY of the PHILIPPINES

ITEMIZED BILL OF QUANTITIES					
PROJECT :		REPAIR and MAINTENANCE of RUNWAY CRACKS and POTHOLEs at BACOLOD-SILAY AIRPORT			
LOCATION:		Bacolod-Silay Airport			
ITEM No.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1	lot	Repair of Runway Potholes		
	200	box	Asphalt Sealant/Oxidize Asphalt 115/15, 25kg box		
	5	pcs	Spade		
	5	pcs	Flat Pry Bar/Bareta		
	5	pcs	Hard Broom Stick		
	5	pcs	Dustpan		
	1	set	Plate Compactor Machine, Engine Motor Operated, Portable, 6HP or more, 100kg or more, 30cm compaction depth.		
	1	set	Concrete/Asphalt Cutter Machine, Max Cut Depth 6inch, 30L water tank capacity, 15Hp or more, Portable		
	5	pcs	Vest, reflectorized, free sizes		
	1	lot	Labor Cost		
	1	lot	Equipment Rental		
2.0	1	lot	Repair of Runway Cracks		
	180	pail	Cold Mix Asphalt 40 kg/pail		
	5	pcs	Spade		
	5	pcs	Flat Pry Bar/Bareta		
	5	pcs	Hard Broom Stick		
	5	pcs	Dustpan		
	5	pcs	Vest, reflectorized, free sizes		
	1	lot	Labor Cost		

	1	lot	Equipment Rental		
3.0	1	lot	Mobilization		
			SCOPE of WORK:		
			1. Mobilization and Demobilization		
			2. Removal of Dirt and Debris along the cracks of the pavement		
			3. Heating of the Blown Asphalt with a Temperature not less than 140 °C to reach the viscosity of the Blown Asphalt.		
			4. Application of the Hot Blown Asphalt to the cracks along the touchdown area of Runway 21 and Runway 03.		
			5. At the completion of the job, remove any additional debris and haul away to avoid the existence of Foreign Object Debris (FOD).		
			6. The Selected bidder (“contractor”) is required to carry out all necessary site investigations for the repair of runway.		
			7.The Contractor shall carry out all the works using their own material, labour, equipment and mix design		
			8.The contractor should have expertise and resources in delivering the services required in the Scope of Works.		
			9.The Contractor shall exercise good workmanship and all the Works shall be completed to the satisfaction of CAAP BSA		
PROJECT COST				₱	

Name of Bidder: _____

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <u>and</u>
<input type="checkbox"/>	(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; <u>and</u>
<input type="checkbox"/>	(d) Special PCAB License in case of Joint Ventures <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
<input type="checkbox"/>	(a) Original copy of Bid Security. <ul style="list-style-type: none"> • If in the form of a <i>Surety Bond</i>, submit also a certification issued by the Insurance Commission; <u>or</u> • Original copy of Notarized Bid Securing Declaration; <u>and</u>
<input type="checkbox"/>	(e) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	b. List of contractor's key personnel (<i>e.g.</i> , Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; <u>and</u>
<input type="checkbox"/>	(f) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> if applicable, <u>or</u> <ul style="list-style-type: none"> • Original Notarized Secretary's Certificate in case of a corporation, partnership, <u>or</u> • 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.
<input type="checkbox"/>	(g) Bid Bulletin (if Applicable)
<input type="checkbox"/>	(h) Certificate of Site Inspection (if Applicable)
<u>Financial Documents</u>	
<input type="checkbox"/>	(i) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

<i>Class “B” Documents</i>	
<input type="checkbox"/>	(j) 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	
<input type="checkbox"/>	(k) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	(l) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
<input type="checkbox"/>	(m) Duly accomplished Detailed Estimates Form, including: <ul style="list-style-type: none"> a. a summary sheet indicating the unit prices of construction materials, b. labor rates, <u>and</u> c. equipment rentals used in coming up with the Bid; <u>and</u>
<input type="checkbox"/>	(n) Cash Flow by Quarter.

STATEMENT OF ALL ONGOING CONTRACTS

(Including contracts awarded but not yet started, if any)

NAME OF CLIENT	NAME OF CONTRACT	DATE AND STATUS OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSATNDING CONTRACTS	DATE OF DELIVERY

Name & Signature of Authorized Representative

Position Title

Date

Instructions:

1. State of all on-going contracts including those awarded but not yet started which may be similar to the project called for biddings as of the day before the deadline of submission of bids.
2. If there is NO on-going contract awarded but not yet started as of the abovementioned period, state NONE of NOT APPLICABLE.
3. The total amount of the on-going but not yet started contracts should be consistent with those used in the Financial Contracting Capacity (NFCC)

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

(within five (5) years from the date of submission and receipt of bids)

NAME OF CLIENT	NAME OF CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	VALUE OF CONTRACTS	DATE OF COMPLETION	OFFICIAL RECEIPT NO. & DATE OF OR AND END USER'S ACCEPTANCE DATE

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position Title

Date

Instructions:

1. Name of Contract column indicates the Nature/Scope of the Contract for the CAAP Iloilo International Airport to determine the relevance of the entry with the Procurement at hand.
2. Any of the following documents **MUST BE SUBMITTED** corresponding to the listed contracts per submitted Annex II:
 - a. Copy of End-User's Acceptance;
 - b. Official Receipts; or
 - c. Sales Invoice

Omnibus Sworn Statement

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

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

of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines² for this purpose;

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

² currently based on GPPB Resolution No. 09-2020

