

PHILIPPINE BIDDING DOCUMENTS

REPAIR OF PERIMETER FENCE

AT CUYO AIRPORT

(Identification Number: 25-03-02)

Government of the Republic of the Philippines

03 April 2025

Preface

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Invitation to Bid for

REPAIR OF PERIMETER FENCE AT CUYO AIRPORT

25-03-02 (Identification Number)

- 1. The CIVIL AVIATION AUTHORITY OF THE PHILIPPINES, AREA CENTER IV PUERTO PRINCESA INTERNATIONAL AIRPORT through the CAAP Corporate Budget CY 2025 intends to apply the sum of FOUR MILLION NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FIFTEEN PESOS & 53/100 ONLY (PHP4,999,915.53) being the Approved Budget for the Contract (ABC) to payments under the contract for REPAIR OF PERIMETER FENCE AT CUYO AIRPORT with Identification Number 25-03-02. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The CIVIL AVIATION AUTHORITY OF THE PHILIPPINES, AREA CENTER IV PUERTO PRINCESA INTERNATIONAL AIRPORT now invites bids for the above Procurement Project. Completion of the Works is required by One Hundred Fifty (150) calendar days and upon the receipt of the Notice to Proceed (NTP). Bidders should have completed, within three (3) years, from the date of submission and receipt of bids, 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).

Prospective Bidders should possess the following:

| Technical Personnel | Civil Engineer Safety Officer Foreman Mason Carpenter Common Laborer |
|---------------------|---|
| Equipment / Tools | Cutt-off Machine Bar Bender Concrete Vibrator One-Bagger Concrete Mixer |
| PCAB License | Small B – License Category C & D |

- 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 CAAP AREA IV BAC Office on April 3, 2025 until deadline of submission of bid and inspect the Bidding Documents at the address given below from Monday to Friday 8:00 am to 5:00 pm, except for holidays.

- 5. A complete set of Bidding Documents may be acquired by interested bidders on April 3, 2025 until deadline of submission of bid from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos & 00/100 Only (PhP5,000.00) (exclusive of additional 12% VAT). The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the official receipt in person or by sending it to the email address given below.
- 6. The CIVIL AVIATION AUTHORITY OF THE PHILIPPINES, AREA CENTER IV PUERTO PRINCESA INTERNATIONAL AIRPORT will hold a Pre-Bid Conference on April 11, 2025, 3:00 p.m. onwards, at CAAP PPIA Conference Room, Engineering Building, Brgy. San Miguel, Puerto Princesa City, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at CAAP PPIA BAC Area Center IV Office, Admin Building, Brgy. San Miguel, Puerto Princesa City, on or before April 23, 2025, 2:00 p.m. late bids shall not be accepted.
- 8. Eligible bidders are encouraged to perform **site inspection** of the above-mentioned project.
- 9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 10. Bid opening shall be on **April 23, 2025, 3:00 p.m. onwards** at **CAAP PPIA Conference Room, Engineering Building, Brgy. San Miguel, Puerto Princesa City,** 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 IV PUERTO PRINCESA INTERNATIONAL AIRPORT shall resolve cases involving a tie by a toss coin.
- 12. Each Bidder shall submit **one original** and **one copy** of the first and second components of its bid. **Two-envelope system**.
- 13. The CIVIL AVIATION AUTHORITY OF THE PHILIPPINES, AREA CENTER IV PUERTO PRINCESA 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 14. For further information, please refer to:

JELYN B. GABUCO

Head BAC Secretariat

Civil Aviation Authority of the Philippines-Puerto Princesa International Airport CAAP – PPIA BAC AREA IV Office

Admin. Building, National Highway, Brgy. San Miguel Puerto Princesa City, 5300, Palawan Telephone Number – (048) 433-4965 area4_bac@caap.gov.ph

15. You may visit the following websites:

For downloading of Bidding Documents

: 1) PhilGEPS website

2) caap.gov.ph

Issued on the 3rd day of April 2025

ATTY. MARK ANTHONY D. GARRAEZ Chairperson, Bids and Awards Committee CAAP AREA CENTER IV - PPIA

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, CIVIL AVIATION AUTHORITY OF THE PHILIPPINES, AREA CENTER IV – PUERTO PRINCESA INTERNATIONAL AIRPORT invites Bids for the REPAIR OF PERIMETER FENCE AT CUYO AIRPORT with Identification Number 25-03-02.

The Procurement Project (referred to herein as "REPAIR OF PERIMETER FENCE" AT CUYO AIRPORT with Identification Number 25-03-02 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 CAAP Corporate Budget CY 2024 in the amount of FOUR MILLION NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FIFTEEN PESOS & 53/100 ONLY (PHP4,999,915.53)
- 2.2. The source of funding is GOCC and GFIs, the proposed 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

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 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 *One Hundred Twenty (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 | For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: | | | |
| | Civil Works / Security & Fencing | | | |
| 7.1 | Subcontracting is not allowed. | | | |
| 10.3 | Valid PCAB License or Special PCAB License in case of Joint Ventures, and registration (Small B – License Category C & D) for the type and cost of this project. | | | |
| 10.4 | The key personnel 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. Foreman 1 year 1 year | | | |
| | 4. Mason 1 year 1 year | | | |
| | 5. Carpenter 1 year 1 year | | | |
| | 5. Common Laborer 1 year 1 year | | | |
| 10.5 | The minimum major equipment requirements are the following: | | | |
| | Equipment Capacity Number of Units | | | |
| | Cutt-Off Machine One (1) unit | | | |
| | Bar Bender Two (2) unit | | | |
| | Concrete Vibrator Four (4) unit | | | |
| | One-Bagger Concrete Mixer One (1) unit | | | |
| 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 Ninety-Nine Thousand Nine Hundred Ninety-Eight Pesos & 31/100 only (PhP99,998.31) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; | | | |
| | b. The amount of not less than Two Hundred Forty-Nine Thousand Nine Hundred Ninety-Five Pesos & 78/100 only (PhP249,995.78) if bid security is in Surety Bond. | | | |
| 16 | Each Bidder shall submit one original and one copy of the first and second components of its bid. Two-envelope system . | | | |

| 19.2 | Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding evaluation, and contract award. | | | | |
|------|--|--|--|--|--|
| 20 | The bidder with the Lowest Calculated Bid (LCB) that complies with and is responsive to all the requirements and conditions shall: | | | | |
| | a) secure Access Pass I.D. | | | | |
| | b) attend the Safety and Security Awareness Seminar at Puerto Princesa | | | | |
| | International Airport. | | | | |
| 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 | | | | |
| | - Construction Safety & Health Programs (CSHP) approved by the Department of Labor & Employment (DOLE) (REPAIR OF PERIMETER FENCE AT CUYO AIRPORT) | | | | |
| | - Performance Security | | | | |

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 2 | The Intended Completion Date is One Hundred Fifty (150) 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 CIVIL AVIATION AUTHORITY OF THE PHILIPPINES, – PUERTO PRINCESA INTERNATIONAL AIRPORT shall give possession of all parts of the Site to the Contractor upon receipt of the Notice to Proceed (NTP). |
| 7.2 | Warranty |
| | 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 day works are applicable to the contract. |
| 11.1 | Not applicable. |
| 11.2 | Not applicable. |
| 12 | Not applicable. |
| 13 | The amount of the advance payment shall not exceed 15% of the total contract price. |
| 14 | The contractor must submit a request letter for payment, Statement of Work Accomplished (SWA), and Pictures (before, during & after) upon completion of the project. |
| 15.1 | Not required. |
| 15.2 | Not required. |

Section VI. Specifications

Name of Project : **REPAIR OF PERIMETER FENCE AT CUYO AIRPORT**

Location : Cuyo Airport, Magsaysay, Palawan

Duration : One Hundred Fifty (150) calendar days

Source of Funds : CAAP Corporate Budget CY 2025

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1.0 GENERAL

The contractor shall furnish, labor, materials and equipment to complete the **REPAIR OF PERIMETER FENCE AT CUYO AIRPORT**

2.0 LOCATION OF PROJECT

The Contract to be bid is located at Cuyo Airport, Magsaysay, Palawan.

3.0 SCOPE OF WORK

The project covers the supply of labor, materials and equipment necessary for the **Repair of Perimeter Fence at Cuyo Airport** which shall be done in accordance with the approved plans and specifications.

1.0 MOBILIZATION

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

a. Mobilization shall include all activities and associated costs for transportation of the contractor's personnel, equipment, and the establishment of offices and other necessary facilities for the contractor's operations at the site.

2.0 CIVIL/STRUCTURAL WORKS

2.01 Site Works

The work includes all materials, labor, equipment for leveling and clearing the construction site and all other operations to complete the Excavation (including septic tank)/Embankment/Backfilling/Gravel bedding of covered area as indicated on the plans.

2.02 Concrete Works

The work includes all materials, labor and equipment for the construction of footings and columns of covered area including cut, bend & place of reinforced steel bars and formworks & scaffolding as specified on the plans. 3500 Psi should be use for concrete mix ratio.

A. Standard Specifications and Codes

The work covered by this section unless otherwise specified or detailed, shall be governed by the Building Code requirements for Reinforced Concrete (ACI 318), Standard code for ARC, Gas welding society. The latest edition of all standards specifications or codes will be used.

B. Coordination

The concrete work shall be coordinated with the work of trades to allow reasonable time to set sleeves, Inserts and other accessories which must be in position before concrete bases and pads of mechanical equipment shall be placed to comply with approved shop drawings for the equipment.

2.02.a Material Requirements

2.02a.1 Portland Cement

Portland Cement shall conform to the requirements of ASTM C-150 Type for normal Portland Cement; Type III for Highly Early Strength Portland Cement. Cement shall be any standard commercial brand in 40 kgs per bag.

2.02a.2 Fine Aggregates

Sand shall be clean, hard, coarse river sand or crush sand free from injurious amount of clay and vegetable matter shall conform to ASTM C-33 or C-330.

2.02a.3 Coarse Aggregate

Gravel shall be river run gravel or broken stone. The maximun size shall be 1/5 of the nearest dimension between sides of forms of the concrete, or 3/4 of the minimum clear spacing between reinforcing bars, or between re-bars and forms whichever is smaller.

2.02a.4 Mixing Water

Water used in mixing concrete shall be clean and free from injurious amount of oils, acids, alkali, organic materials or other deleterious substances.

2.02a.5 Admixture

All air-entraining admixtures if used, shall conform to ASTM C-260. Water reducing admixtures, retarding admixtures, and water reducing and accelerating admixture, if used, shall conform to the requirements of ASTM C-494.

2.02.b Proportioning of Concrete

The contractor shall employ, at his own expense, as approved testing, laboratory which shall design the mix for each type of concrete required by the specifications and drawings to obtain strength as determined by test cylinder at least 15% higher than required. Strength requirements shall be as noted on the drawings.

2.02.d Curing and Protection

All concrete work shall be protected from drying out after removal of forms by covering with waterproof paper, polyethylene sheeting, burlap, with a coating of approved membrane curing compound having a moisture retention equal to 90% based on ATM C-309 and C-156, applied in accordance with the manufacturer's instruction for use.

2.02.e Metal Reinforcement

Reinforcing Steel Bar shall conform to ASTM specifications A-615. All Mild steel for columns, shear wall, footings and footing beam shall be high grade deformed bars. Fy= 413.7 Mpa. For 10mm and smaller bars use intermediate grade deformed bars. Fy= 275.8 Mpa.

All reinforcement shall be placed according to the approved drawings. The contractor shall provide sufficient bar support, ties, anchors and other accessories to hold all bars securely in place. Provide Bar support and other accessories necessary to hold reinforcing bars in the proper positions while concrete is being placed. Bar support which come in contact with forms for concrete exposed to view in the finished structure shall be galvanized or stainless subject to approval.

2.02.Placing of Reinforcement

All reinforcement shall be placed according to the approved drawings. The contractor shall provide sufficient bar supports, ties and other accessories to hold all bars securely in place.

Unless detailed on drawings, all stirrups shall be held in place by bar spacer. Reinforcing steel shall be cleaned of oil, grease, scale, rust or other coatings which will impair bond.

2.02.a Forms

Forms shall conform to the shape, lines and dimensions shown on the drawings. They shall be substantial and designed to resist the pressure and weight of the concrete.

Forms shall be properly tied and braced or shored so as to maintain their position and shapes. Forms shall be sufficiently tight and strong to prevent leakage of mortar.

Remove forms and form tie ends then fill holes with 1:2 Portland Cement mortar mixed to match the concrete. All defective areas below grade line not exposed to view shall be patched with portland cement mortar mixed to match the concrete mixture as directed by the supervising Architect or Engineer.

2.02.b Concrete Masonry Works

The work covered shall include the furnishing of all necessary materials, tools, equipment, labor and appliances necessary to complete the execution of the concrete masonry work as shown on the drawings and herein specified.

All preparation for masonry work necessary to received and adjoin other work, including provisions for inserts and attachments as noted in the plans and specifications which shall be installed under the terms of this work.

2.03 Steel Works

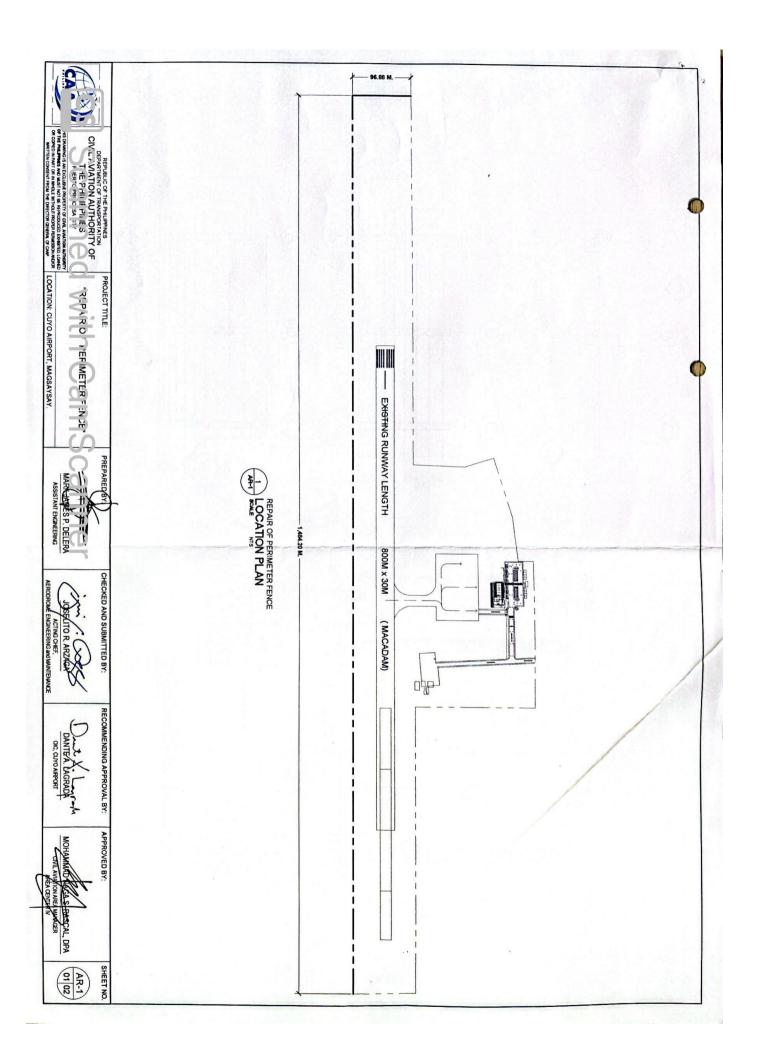
The work includes furnishing of all materials, labor, tools, equipment, and performance of all operations relative to the fabrication, delivery to site and erection of Barbed Wire as shown on plans.

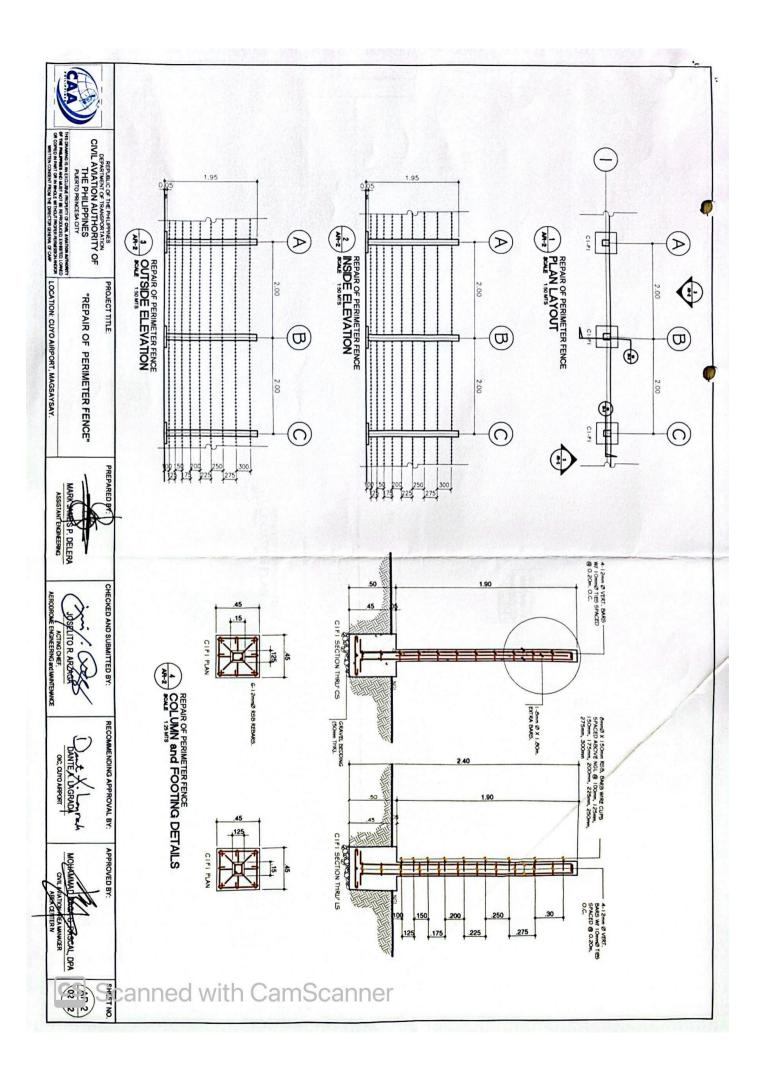
All Structural steel shall be in accordance with AISC Specification for the design, Fabrication and erection of structural steel for buildings. Materials and parts necessary to complete each item through such work is not shown or specified shall be included, such as bolts, welding rods etc.

7.0 CONSTRUCTION SAFETY AND HEALTH

The contractor shall include a Construction Safety and Health Program for the project by providing necessary gear and protective accessories for workers such as safety helmet, shoes, vest, gloves, boots and raincoats if necessary are to be provided. A Safety Practitioner and Health Personnel are required a list of safety protocols shall be provided. The contractor shall be solely liable for any accident's injury caused to any person by reason of negligence at the work area.

Section VII. Drawings





Section VIII. Bill of Quantities

$\{CONTRACTOR'S\ LOGO\ IN\ MAIN\ PAGE\}$

BILL OF QUANTITIES

PROJECT: Repair of Perimeter Fence

LOCATION: Cuyo Airport, Magsaysay Palawan

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE (Pesos) | AMOUNT (Pesos) |
|-------------|------------------------|---------|------|-----------------------|-------------------|
| 1.00 | Civil/Structural Works | | | | |
| 1.01 | Site Works | | | | |
| | PesosAmount in Words | | | | |
| | and | 1.00 | lot | | |
| | centavos | | | | |
| 1.02 | Fence | | | | |
| | PesosAmount in Words | | | | |
| | and | 1581.08 | ln.m | | |
| | centavos | | | | |

{CONTRACTOR'S LOGO IN MAIN PAGE}

BID PROPOSAL

PROJECT: Repair of Perimeter Fence

LOCATION: Cuyo Airport, Magsaysay Palawan

| ITEM NO. | DESCRIPTION OF WORK | QTY | UNIT | ESTIMAT ED DIRECT | MARK- PERC | | TOTAL N | MARK-UP | V.A.T. | TOTAL INDIRECT | TOTAL COST | UNIT COST |
|-------------|------------------------|----------|------|-------------------------|---------------|--------|---------|---------|------------|-------------------|---------------|--------------|
| 110. | | | | DIRECT COST | OCM | PROFIT | % | VALUE | | COST | CODI | COST |
| F43 | F23 | [2] | F 43 | F.#3 | F.C1 | r=1 | F03 | [9] | [10] | [11] | [12] | [13] |
| [1] | [2] | [3] | [4] | [5] | [6] | [7] | [8] | [5]x[8] | 12%[(5+9)] | [9]+ [10] | [5]+[11] | [12] / [3] |
| 1.00 | CIVIL/STRUCTURAL WORKS | | | | | | | | | | | |
| 1.01 | Site Works | 1 | lot | | | | | | | | | |
| 1.02 | Fence | 1,581.08 | Ln.m | | | | | | | | | |
| | | | | | | | | | | | | |

SUBMITTED BY:

| Signature | |
|------------------|--|
| Printed Name | |
| Position | |
| Name of Company_ | |
| Date | |

{CONTRACTPR'S LOGO IN MAIN PAGE}

DETAILED E STIMATE

| NAME OF | F PROJECT : REPAIR AND MAINTENANCE OF PER | IMETER FENCE | | | |
|---------|---|-----------------|---------------|-----------|--------|
| LOCATIO | | | | QUANTITY | UNIT |
| SUBJECT | | | 1 | 1.00 | lot |
| ITEM | : Bill of Quantities DESCRIPTION | QUANTITY | UNIT | UNIT COST | AMOUNT |
| | | QUANTITY | OINLI | ONTI COST | AMOUNT |
| | CIVIL / STRUCTURAL WORKS | | | | |
| | Site Works | | | | |
| Α | Materials | | | | |
| | Excavation | 72.00 | cu.m. | | |
| | Gravel, Bedding (50mm) | 17.00 | cu.m. | | |
| | | | Material Cost | | |
| В | Labor | QTY | DAYS | RATE/DAY | |
| | Construction Foreman | 1.00 | 18 | | |
| | Skilled Workers | 2.00 | | | |
| | Common Workers | 4.00 | 18 | | |
| | Common workers | 4.00 | | | |
| | | | Labor Cost | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Α | Site Works Material Cost | | | | |
| В | Site Works Labor Cost | | | | |
| С | Concrete Works Equipment Cost | | | | |
| D | Site Works Direct Cost | | | | |
| | INDIRECT | COSTS | | | |
| | (0% - 15% of TDC) 10.0% | of Estimated Di | irect Cost | | |
| | RACTOR's PROFIT (0% - 10% of TDC) 10.0% | of Estimated Di | irect Cost | | |
| | L OCM & PROFIT 20.0% | of D | | | |
| | E ADDED TAX, (VAT) 5.0% | of (D + E) | | | |
| | L ESTIMATED INDIRECT COST (F + E), P | | | | |
| | L ESTIMATED UNIT INDIRECT COST (G / Quantity), P/Uni STIMATED COST (D + G), P | ı | | | |
| | STIMATED COST (D + G), P STIMATED UNIT COST (Total Estimated Cost / Quantity), | D/IInit | | | |
| TOTALE | STEPHATED ONLY COST (TOTAL ESTIMATED COST / QUALITIES) | , P/ OHIL | | | |

| | ON | : REPAIR AND MAINTENAN | NCE OF PERIME | TER FENCE | | QUANTITY | UNIT |
|---------|-------------|---|----------------|------------------------------------|---------------|-----------|--------|
| SUBJECT | Γ | : Bill of Quantities | | | | 1,581.08 | ln.m |
| ITEM | | DESCRIPTION | | QUANTITY | UNIT | UNIT COST | AMOUNT |
| 1.00 | CIVIL / STI | RUCTURAL WORKS | | | | | |
| 1.02 | FENCE | | | | | | |
| Α | Materials | | | | | | |
| | | Portland Cement, 40 kgs | | 1,004.00 | bags | | |
| | | Screen Sand | | 56.00 | cu.m. | | |
| | | Gravel, 3/4" Crushed | | 112.00 | cu.m. | | |
| | | G1 Gravel Bed | | 17.00 | cu.m. | | |
| | | 12 mm Ø x 6m DRSB | | 9,430.44 | kgs. | | |
| | | 10 mm Ø x 6m DRSB | | 3,336.84 | kgs. | | |
| | | 8 mm Ø x 6m DRSB | | 998.48 | kgs. | | |
| | | G.I. Tie Wires #16 | | 204.00 | kgs. | | |
| | | Formlumber (3 uses) | | 6,328.00 | bdft. | | |
| | | 1/2" x 4' x 8' Ordinary Plywood (3 u | ıses) | 133.00 | pcs. | | |
| | | CWN assorted | | 303.74 | kgs. | | |
| | | Barbed Wire, 30 kg @ 100m/roll | | 147.00 | rolls | | |
| | | Paint Brush 2" | | 18.00 | pcs. | | |
| | | Red Oxide | | 18.00 | gals | | |
| | | QDE White | | 40.00 | gals | | |
| | | Flat Latex White | | 6.00 | gals | | |
| | | Paint thinner | | 9.00 | gals | | |
| | | | | | Material Cost | | |
| В | Labor | | | QTY | DAYS | RATE/DAY | |
| | | Construction Foreman | | 1.00 | 142 | | |
| | | Skilled Workers | | 4.00 | 142 | | |
| | | Common Workers | | 10.00 | 142 | | |
| | | | | | Labor Cost | | |
| C | Equipment | | | # of EQPT | DUR. (DAYS) | RATE/DAY/ | |
| | | Cutt-off Machine | | 1.00 | 80.00 | | |
| | | Bar Bender | | 2.00 | 80.00 | | |
| | | Concrete Vibrator | | 4.00 | 48.00 | | |
| | | One-Bagger Concrete Mixer | | 1.00 | 48.00 | | |
| | | | | Eq | uipment Cost | | |
| Α | Concrete V | Vorks Material Cost | | | | | |
| В | | Vorks Labor Cost | | | | | |
| C | | Vorks Equipment Cost | | | | | |
| D | Concrete V | Vorks Direct Cost | | | | | |
| 000 | /00/ 450/ | | NDIRECT | COSTS | ua at Ca-t | 1 | |
| | (0% - 15% o | ROFIT (0% - 10% of TDC) | 10.0% 10.0% | of Estimated Di of Estimated Di | | - | |
| | L OCM & PR | | 20.0% | of D | red Cost | | |
| | E ADDED TA | | 5.0% | of (D + E) | | | |
| ATOT A | l estimatei | INDIRECT COST (F+E), P | | | | | |
| . TOTA | | OUNIT INDIRECT COST (G / Qua OST (D + G), P | ntity), P/Unit | | | | |
| | | | | | | | |

SUMMARY FOR UNIT PRICES OF MATERIALS

PROJECT: Repair of Perimeter Fence

LOCATION: Cuyo Airport, Magsaysay Palawan

| DESCRIPTION | UNIT PRICE | UNIT |
|---------------|------------|------|
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| SUBMITTED BY: | | |
| | | |
| | | |
| | | |
| | | |
| Name Company: | | |

SUMMARY FOR UNIT PRICES OF LABOR

UNIT PRICE

UNIT

PROJECT: Repair of Perimeter Fence

DESCRIPTION

LOCATION: Cuyo Airport, Magsaysay Palawan

| SUBMITTED BY: | |
|---------------|--|
| Signature: | |
| | |
| | |
| | |
| Date: | |

SUMMARY FOR UNIT PRICES OF EQUIPMENT

UNIT PRICE

UNIT

PROJECT: Repair of Perimeter Fence

DESCRIPTION

LOCATION: Cuyo Airport, Magsaysay Palawan

| SUBMITTED BY: | |
|---------------|------|
| Signature: | |
| Printed Name: | |
| Position: | |
| Name Company: | |
| Date: | |

| Location : | | | | | |
|-------------------------------------|---------|---|---------------|-------------|-------------|
| CASH | FLOWBYQ | CASH FLOW BY QUARTER AND PAYMENT SCHEDULE | MENT 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 B | Bidder | | | | |
| Position | | | | | |
| Name of the Bidder | | | | | |
| Date: | | | | | |

Name of the Project

Section IX. 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: [inserinformation]; |
| e. The total bid price includes the cost of all taxes, such as, but not limited to: [specif 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 allowable

forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;

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

| Name: |
|--|
| Legal Capacity: |
| Signature: |
| Duly authorized to sign the Bid for and behalf of: |
| Date: |
| |

¹ currently based on GPPB Resolution No. 09-2020

| Location of Project: Name of Company: | | | | | | | | | |
|---------------------------------------|--------------------------------|----------------|-------------------|--------|-----------------------------|--|----------------------|----------------------------------|--------------------------------|
| | a. Owner's Name | | Contractor's Role | s Role | | a. Date Awarded | Accomp | Accomplishment | |
| Name of Contract | b. Address c. Telephone No. | Nature of Work | Description | % | Contract Amount at Award | b. Date of Contractc. Contract Durationd. Date Startede. Date Completed | Planned | Actual | Values of Outstanding Works |
| Government | | | | | | | | | |
| | | | | | | | | | |
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| Private | | | | | | | | | |
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| | | | | | | | | | |
| | | | | | | | Total v outstandi | Total value of outstanding works | |
| Submitted by: | (Print Name & Signature) | ature) | | | | | | | |
| | | | | | | | | | |

Statement of single largest COMPLETED contract similar to the contract to be bid

| | a. Owner's Name | | Contractor's Role | ole | | a. Date Awarded |
|------------------|--------------------------------|----------------|-------------------|-----|-----------------------------|--|
| Name of Contract | b. Address c. Telephone No. | Nature of Work | Description | % | Contract Amount at Award | b. Date of Contractc. Contract Durationd. Date Startede. Date Completed |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Submitted by: | (Print Name & Signature) | ature) | | | | |
| Designation: | | | | | | |
| Date: | | | | | | |

Name of Company:___Address of Company:__

Name of Project: ____ Location of Project: _

JOINT RESOLUTION

| | Whereas | , | | | | | _ (Bidde | er / N | ame | of |
|---------|--|--|---|--|---|--|--|---|---|--|
| | ılar JV | Partner) | , duly | organized , v | and ex vith | isting ur office | nder the a | Laws ddress | of oresen | the at |
| herein | by its | | | | , | | | | , | and |
| | | | | existing | | (Name | of Partic | ular JV | Partn | er), |
| duly | organ | ized | and | existing | under | the | Laws | of | | |
| | | | | , | With | main | office | addre ted by b | | at |
| its | | | | | | | hav. | ve enter | ed int | to a |
| Joint V | Venture () | JV) Agre | eement to | o undertake t | he follow | ing projec | t / contrac | et: | | |
| | | | (N | ame of Proj | ect / Con | tract) | | | | |
| entered | | he joint v | venture i | ne orderly ex n the name o lows: | | | | | | |
| a. | Officer a empower documen | and Offic red to en nt in the 1 | ial Repre ter in co name of | esentative, to ntract in the the Joint Ve the terms of | represen name of nture requ | t, to mana the Joint `uired by th | ge the Joi Venture, c ne (Procu | nt Ventuor to sign rement A | re and | d is |
| b. | Officer) Venture, all acts Bidding fully and power of authorize | as the and are a substitute of substitute and en | he Lead as the granted f y and/or lertaking ely and t itution npowere | Partner of the Official Result power and to represent of the said the Joint Ventand revocated to sign anythms of the Joint when the Joint whe | the Joint presentated authorited the Join contract in ture may ion. | Venture a live & Manay to do, extend Venture in the name do and if persuments pe | nd (Nam naging Pa tecute and in the E ne of the decreases | ne of Aurtner of perform Cligibility Joint Ve | the Jonanny (Chenture) with the standard (Chenture) | zed oint and eck, , as full ully |
| c. | | - | - | oe jointly ang and Undert | | - | - | rticipatio | on in | the |
| d. | terminus | with the | final co | Agreement empletion and nent, which is | l turnover | of the Na | me of Co | ntract / F | Projec | <u>t</u> to |

| | · |
|--------------------------------------|--|
| ame of Bidder (Lead Partner) | Name of Bidder (Member Partner) |
| y: | By: |
| Signature & Name of Managing Officer | Signature & Name of Authorized Authorized Representative |
| Designation / Position | Designation / Position |
| ame of Bidder (Member Partner) | Name of Bidder (Member Partner) |
| | |
| | Name of Bidder (Member Partner) By: Signature & Name of Authorized |
| 7: | By: |
| _ | By: Signature & Name of Authorized |

ACKNOWLEDGEMENT

| REPUBLIC OF T | HE PHIL | IPPINES] |) | |
|---|-------------|-------------------------|--|---|
| CITY OF | |) | S.S. | |
| BEFORE ME, a N this day of | otary Pub | olic, for an , 20 | d in the City of O personally ap | , Philippines, ppeared the following persons: |
| NAME | | Comm | unity Cert. No. | Date / Place of Issue |
| Representing | to | be | the and | of of |
| to me known to be of said corporation deed as well as | the same | persons woo acknowledge | who executed the for ledge to me that san s which they repre | respectively, known to me and regoing instrument for and in behalf ne is their free and voluntary act and esent, for the uses, purposes, and thorized to sign the same. |
| | t is writte | n and sign | | ncluding this page wherein this and their instrumental witnesses on |
| WITNESS MY Fabove written. | HAND A | ND NOT | ARIAL SEAL at | the place and date hereinafter first |
| NOTARY PUBLI | С | | | |
| Doc. No | _ | | | |
| Book No | _ | | | |
| Page No | | | | |
| Series of | _ | | | |

Bid Securing Declaration Form

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

| REPUBLIC OF THE PHILIPPINES) | |
|------------------------------|--------|
| CITY OF | _) S.S |

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month]

[year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

| REPUBLIC OF THE PHILIPPINES) | |
|------------------------------|--|
| CITY/MUNICIPALITY OF) S.S. | |

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

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

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract:
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

| 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code. |
|--|
| IN WITNESS WHEREOF, I have hereunto set my hand this day of, 20 at, Philippines. |
| [Insert NAME OF BIDDER OR ITS AUTHORIZED |
| REPRESENTATIVE] [Insert signatory's legal capacity] Affiant |
| [Jurat] |
| [Format shall be based on the latest Rules on Notarial Practice] |

AUTHORITY OF SIGNATORY (SECRETARY'S CERTIFICATE)

I,, a duly elected and qualified Corporate Secretary of (Name of the Bidder), a corporation duly organized and existing under and by virtue of the law of the, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on at which meeting a quorum was present and acting throughout, the following resolutions were approve, and the same have been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that (Name of Bidder) be, as it hereby is, authorized to participate in the bidding of (Name of the Project) by the (Name of the Procuring Entity); and in that if awarded the project shall enter into a contract with the (Name of the Procuring Entity) and in connection therewith hereby appoints (Name of Representative), acting as duly authorized and designated representatives of (Name of the Bidder), and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent (Name of the Bidder) in the bidding as fully and effectively as the (Name of the Bidder) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FERTHER THAT, the Board hereby authorized its President to:

- a. execute a waiver of jurisdiction whereby the (*Name of the Bidder*) hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine court;
- b. execute a waiver that the <u>(Name of the Bidder)</u> shall not seek and obtain writ of injunctions or prohibition or restraining order against the CAAP or any other agency in connection with this Project to prevent and restrain the bidding procedures related thereto, the negotiating and award of a contract to a successful bidder, and the carrying out of the awarded project.

WITNESS the signature of the undersigned as such officer of the said this.

| _ | | |
|--|-----------------------|---------|
| | (Corporate Secretary) | |
| SUBSCRIBED AND SWORN to before me this | day of, 20_ | affiant |
| exhibited to me his/her Community Tax Certificate No | issued | on |
| at, Philippines. | | |

| Notary Public | |
|---------------|----------------------|
| | Until 31 December 20 |
| | PRT No.: |
| | Issued at: |
| | Issued on:TIN No.: |
| Doc. No | |
| Page No.: | |
| Book No.: | |
| Series of | |

AUTHORITY OF SIGNATORY (SPECIAL POWER OF ATTORNEY)

| corporatio | n incor | porated under | the laws | of the Rep | ıblic o | f the l | Philipp | oines v | vith its r | egiste | ered |
|--------------|----------|---------------------|--------------|--------------|----------|---------|---------|---------|------------|--------|------|
| office at | | | | , | by vi | irtue | of B | oard | Resolut | ion | No. |
| | da | ted | | | , has | s mad | e, con | stitute | ed and a | appoir | ıted |
| | | | | wful attorn | | | | | | | |
| do, executo | e and p | erform any and | l all acts n | ecessary ar | ıd/or re | eprese | nt | | | | |
| in the bidd | ling of | (Name of | the Proje | ect)as | fully a | and eff | fective | ly as o | corporati | on m | ight |
| do if perso | onally p | resent with fu | ll power | of substitut | ion and | d revo | cation | and h | ereby co | onfirm | ning |
| all that sai | d repre | sentative shall | lawfully | do or cause | to be | done l | by virt | ue her | eof. | | |
| | | | | | | | | | | | |
| IN WIT | NESS | WHEREOF, , 20 at | | | | • | | this | | date | of |
| Signed in | the Pre | sence of: | | | | | | | | | |

ACKNOWLEDGEMENT

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

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 Key Engineering Personnel who will be assigned in the Project.

| {ATTACH COMPANY LETTERHEAD/LOGO} |
|---|
| Attach the required Proposed Organizational Chart for the Contract as stated above. |
| Submitted by: |
| Designation: |
| Date : |

Qualification of Key Personnel Proposed to be Assigned to the Project

| | | Other Position deemed required by the Applicant for this project | | | | | | | | |
|------------------|-------------------------------------|--|---------|------------|------------------|-------------------|---------------|------------------------|--------------|----------------|
| | | Construction Safety and Health Personnel | | | | | | | | |
| | | Foreman | | | | | | | | |
| | | Material Engineer | | | | | | | | |
| | | Project Manager/Engineer | | | | | | | | |
| Name of Project: | Name of Company:Address of Company: | | 1. Name | 2. Address | 3. Date of Birth | 4. Employed Since | 5. Experience | 6. Previous Employment | 7. Education | 8. PRC License |

Note: Attached individual PRC License of the (professional) personnel.

| Submitted by | |
|--------------|-------------------------------|
| | (Signature over Printed Name) |
| Designation | |
| Date | |

| Date: |
|---|
| ADAMOR J. PAET Chairman, BAC - Area Center IV, Puerto Princesa International Airport Civil Aviation Authority of the Philippines-Puerto Princesa International Airport National Highway, Brgy. San Miguel, Puerto Princesa City, 5300, Palawan Tel: (048) 433 4965 |
| Subject: Contractor's Letter-Certificate to Procuring Entity |
| Dear Sir: |
| Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information: |
| That I/we have engaged the service of(Name of Employee), to be the (<u>Designation</u>) of the(Name of Project)_, who is a(Profession) with Professional License Certificate No issued on and who has performed the duties in the construction of the project enumerated in the filled Annex "B" Form 5b. |
| That <u>(Name of Employee)</u> shall personally perform the duties of the said position in the above-mentioned project, if and when the same is awarded in our favor. |
| That <u>(Name of Employee)</u> shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract. |
| That <u>(Name of Employee)</u> shall be personally present at the jobsite all the time to supervise the phase of the construction work pertaining to his assignment as <u>(Designation)</u> . |
| That <u>(Name of Employee)</u> is aware that he shall be authorized to handle only one contract at a time. |

That in order to guarantee that <u>(Name of Employee)</u> shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a certificate of appearance for the Procuring Entity's Engineer at the end of every month.

That in the event that I/we elect or choose to replace <u>(Name of Employee)</u> with another Engineer, the Procuring Entity will be accordingly notified by us in writing at least twenty one (21) days before making replacement. We will submit to the Procuring Entity, for prior approval, the name of the proposed new <u>(Designation)</u>, his qualification, experience, list of projects undertaken and other relevant information.

That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the Procuring Entity.

| Very truly yours, |
|---------------------------------------|
| (Authorized Representative of Bidder) |
| CONCURRED BY: |
| (Name of Engineer) |

| Date: |
|---|
| ADAMOR J. PAET Chairman, BAC - Area Center IV, Puerto Princesa International Airport Civil Aviation Authority of the Philippines-Puerto Princesa International Airport National Highway, Brgy. San Miguel, Puerto Princesa City, 5300, Palawan Tel: (048) 433 4965 |
| Subject: Key Personnel's Certificate of Employment |
| Dear Sir: |
| I am <u>(Name of Employee)</u> a Licensed Engineer with Professional License No issued on <u>(Date of Issuance)</u> at <u>(Place of Issuance)</u> . |
| I hereby certify that <u>(Name of Bidder)</u> has engaged my services as <u>(Designation)</u> for (Name of the Project), if awarded in their favor. |
| 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 purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of <u>(Designation)</u> . |
| As <u>(Designation)</u> , I supervised the following completed projects similar to the contract under bidding: |

| NAME OF PROJECT OWNER COMPLETED | COST | DATE | |
|---|-------|------------------------------|--------|
| | | | |
| | | | |
| at present, I am supervising the following proj | ect: | | |
| NAME OF PROJECT OWNER COMPLETED | COST | DATE | |
| | | | |
| | | | |
| n case of my separation for any reason whatson all notify the(Name of the Procuring ne effective date of my separation. | | | |
| | (Sign | ature of Engineer) | |
| UBSCRIBED AND SWORN to before me th | | | |
| ffiant exhibiting to me his/her Residence Cert n at | | | issued |
| | _ | Notary Public | |
| | PR | til 31 December 20 T No.: | |
| | Iss | ued at: ued on: N No.: | i |
| 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.

| Sustained Techr | nical Employe | ee: | | |
|--|------------------------------------|--|---|-----------------------------------|
| Name: | | | | |
| Date of Birtl | h: | | | |
| Nationality: | | | | |
| Education as | nd Degrees: | | | |
| Specialty: | | | | |
| Registration | : | | | |
| Length of Se | ervice with th | e Firm: | | |
| | Year | From | (months) | (year) |
| | | | | |
| | | То | (months) | (year) |
| | ess than ten (1 | 10) years, give | name and length of | f service with |
| If Item 7 is le | ess than ten (1 or a ten (10) y | 10) years, give | name and length of tached additional sl | f service with |
| If Item 7 is le | ess than ten (1 or a ten (10) y | 10) years, give year period (at | name and length of tached additional sl | f service with |
| If Item 7 is lo employers for Name and A | ess than ten (1 or a ten (10) y | 10) years, give year period (at aployer Leng | e name and length of tached additional sl th of Service | f service with neet/s, if nece |

| c. | Name and Address of | f the Own | ner's Engineer (Consultant): | - |
|----------------|----------------------|------------|---|----|
| d. | | | et (particulars of the project components st connected with the project): | _ |
| e. | Contract Amount Exp | pressed in | n Philippine Currency: | _ |
| f. | Position: | | | |
| g. | Structures for which | the emplo | oyee was responsible: | - |
| h. | Assignment Period: | from | (months)(years) | - |
| | | to | (months) (years) | |
| Name and Signa | ture of Employee | | | |
| It is hereby | certified that the | above | personnel can be assigned to to Project, if the contract is awarded to contract is awarded | he |
| company. | | | | |
| | _ | | | |
| (Place | e and Date) | (| (The Authorized Representative) | |

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

| Name of Project: | | | | | | | |
|-------------------------------------|------------|-----------------------------------|-----------|------------------------|----------|-----------|---|
| Name of Company:Address of Company: | | | | | | | |
| Description | Model/Year | Capacity/ Performance/ Size | Plate No. | Motor No./ Body No. | Location | Condition | Proof of Ownership/ Lessor or Vendor |
| A. Owned | | | | | | | |
| I. | | | | | | | |
| II. | | | | | | | |
| III. | | | | | | | |
| , N | | | | | | | |
| 7.7 | | | | | | | |
| | | | | | | | |
| B. <u>Leased</u> | | | | | | | |
| I. | | | | | | | |
| П. | | | | | | | |
| III. | | | | | | | |
| IV. | | | | | | | |
| V. | | | | | | | |
| | | | | | | | |
| C. <u>Under Purchased Agreement</u> | | | | | | | |
| I. | | | | | | | |
| II. | | | | | | | |
| III. | | | | | | | |
| IV. | | | | | | | |
| V. | | | | | | | |
| Submitted by | | | | | | | |
| 'n | (Sign | (Signature over Printed Name) | Vame) | | | | |
| Designation | | | | | | | |
| Date | | | | | | | |

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

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

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 have caused this Agreement to be executed the day and year first before written.

| [Insert Name and Signature] | [Insert Name and Signature] |
|-------------------------------------|-------------------------------------|
| [Insert Signatory's Legal Capacity] | [Insert Signatory's Legal Capacity] |
| for: | for: |
| [Insert Procuring Entity] | [Insert Name of Supplier] |

Acknowledgment

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

Section X. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

| Lega | ıl Do | <u>cuments</u> |
|-------------|-------|---|
| | (a) | Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); |
| | | or Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and |
| | (b) | Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and |
| | (c) | Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). |
| <u>Tech</u> | nica | l Documents |
| | (d) | 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 |
| | (e) | 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 |
| | (f) | Philippine Contractors Accreditation Board (PCAB) License; or |
| | | Special PCAB License in case of Joint Ventures; |
| | (g) | and registration for the type and cost of the contract to be bid; |
| | (h) | and Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; |
| | | original copy of Notarized Bid Securing Declaration; |
| | | and |
| | (i) | Project Requirements, which shall include the following: a. Organizational chart for the contract to be bid; |
| | | b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; |
| | | 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; |
|-----------------|--|
| (j) | 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. |
| <u>Financia</u> | l Documents |
| (k) | The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and |
| <u> </u> | The prospective bidder's computation of Net Financial Contracting Capacity (NFCC). |
| | Class "B" Documents |
| (m) | If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; |
| | 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. |
| | |
| FINANC | IAL COMPONENT ENVELOPE |
| (n) | Original of duly signed and accomplished Financial Bid Form; and |
| | cumentary requirements under RA No. 9184 |
| (0) | Original of duly signed Bid Prices in the Bill of Quantities; and |
| (p) | Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; |
| | <u>and</u> |

II.

