BIDDING DOCUMENTS

EXTENSION OF PERIMETER FENCE

SLAUGHTER HOUSE, BRGY. SUKLAYIN, BALER, AURORA



MUNICIPAL GOVERNMENT OF BALER BALER, AURORA

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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 - BangkoSentral 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.

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Republic of the Philippines Province of Aurora MUNICIPALITY OF BALER

BIDS AND AWARDS COMMITTEE

Invitation to BID FOR

EXTENSION OF PERIMETER FENCE SLAUGHTER HOUSE, BRGY. SUKLAYIN, BALER, AURORA

- 1. The Municipal Government of Baler, through its 20% Development Fund CY 2023, intends to apply the sum of SEVEN HUNDRED THOUSAND PESOS (PhP 700,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for EXTENSION OF PERIMETER FENCE, BRGY. SUKLAYIN, BALER, AURORA (MGB-2023-0012). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Municipal Government of Baler now invites bids for EXTENSION OF PERIMETER FENCE, BRGY. SUKLAYIN, BALER, AURORA. Completion of the Works required is SIXTY (60) 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. Instruction to Bidders.
- 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 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act."
 - Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.
 - Interested bidders shall pay an amount of FIVE HUNDRED PESOS (Pts 500.00) registration fee to be included in the list of registered bidder of the Municipal Government of Baler. Interested bidders may obtain further information from BAC Secretariat, Office of the Municipal Planning and Development Coordinator, 2nd Floor Executive Building, Baler, Aurora and inspect the Bidding Documents during office hours.
- 4. A complete set of Bidding Documents may be acquired by interested bidders beginning June 1, 2023, during office hours at the address mentioned below and websites (http://notices.philgeps.gov.ph and www.baler.gov.ph), upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ONE THOUSAND PESOS (PHP 1,000.00).
- 5. The MUNICIPAL GOVERNMENT OF BALER will hold a Pre-Bid Conference on June 9, 2023, FRIDAY, 9:30 IN THE MORNING AT CONFERENCE ROOM, 2ND FLOOR EXECUTIVE BUILDING, BALER, AURORA, which shall be open to prospective bidders.
- 6. Bids must be duly received by the BAC Secretariat at the address mentioned below on or before June 21, 2023, Wednesday at 9:00 in the Morning. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.
 - Bid opening shall be on June 21, 2023, WEDNESDAY at 9:30 IN THE MORNING at CONFERENCE ROOM, 2ND FLOOR EXECUTIVE BUILDING, BALER, AURORA. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
- 7. The Municipal Government of Baler 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 Section 41 of RA No. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders. It also assumes no responsibility whatsoever to compensate or indemnify any bidder for expenses incurred in the preparation of bid.
- 8. For further information, please refer to:

BAC SECRETARIAT Office of the Bids and Awards Committee $2^{\rm nd}$ Floor, Executive Building, Baler, Aurora CP # 0926-542-5784

email address: BALERBACSEC20@GMAIL.COM

9. You may visit the following websites:

For downloading of Bidding Documents: http://notices.philgeps.gov.ph and www.baler.gov.ph

MAY 31, 2022

ENGR. MANUEL Q. HERNANDE

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INSTRUCTION TO BIDDERS

1. SCOPE OF BID

The MUNICIPAL GOVERNMENT OF BALER invites bids for the EXTENSION OF PERIMETER FENCE, BRGY. SUKLAYIN, BALER, AURORA (MGB-2023-0012)

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

FUNDING INFORMATION

- 2.1. The source of funding is the:
 - a. 20% Development Fund CY 2023

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:

 a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed fifty percent (50%) of the contracted Works.

8. PRE-BID CONFERENCE

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in the IB.

9. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS

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

10. DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS

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

11. DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT

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

12. ALTERNATIVE BIDS

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

13. BID PRICES

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

14. BID AND PAYMENT CURRENCIES

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

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. 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 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.

Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

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.

BID DATA SHEET

7.1 Subcontracting is allowed. The portions of be subcontracted are indicated in the BD contracted Works 10.3 NONE 10.4 The key personnel must meet the required PROJECT MANAGER PROJECT ENGINEER MATERIALS ENGINEER CONSTRUCTION FOREMAN SAFETY AND HEALTH PERSONNEL Key Personnel/General Experience Releval PROJECT ENGINEER MATERIALS ENGINEER MATERIALS ENGINEER PROJECT MANAGER PROJECT ENGINEER MATERIALS ENGINEER MATERIALS ENGINEER MATERIALS LABORATORY TECHNICIAN CONSTRUCTION FOREMAN SAFETY AND HEALTH PERSONNEL					
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	The minimum major equipment requirements are the following:				
12 NONE	NONE				
forms and amounts: a. The amount of not less th cashier's/manager's check, bar	a. The amount of not less than 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;				
19.2 Partial bids are NOT allowed,	,				
20 OTHER PERMITS AND LICENSES REQUIRED B	Y LAW				
21 Additional contract documents relevant to and/or the Procuring Entity, such as schedule, construction methods, equipments.	o the Project that may be required by existing laws construction schedule and S-curve, manpower nent utilization schedule, construction safety and nd other acceptable tools of project scheduling.				

GENERAL CONDITIONS OF CONTRACT

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.

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.

SPECIAL CONDITION OF CONTRACT

GCC Clause	
2	SECTIONAL COMPLETIONS ARE REQUIRED
4.1	is the start date of the Project
6	The site investigation reports are:
7.2	[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within fifteen days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is one tenth (1/10) of one (1%) percent of the contract amount
13	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,
14	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. Materials and equipment delivered on the site but not completely put in place shall not be included for payment
15.1	The date by which operating and maintenance manuals are required is The date by which "as built" drawings are required is fifteen (15) calendar days upon completion of the project
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is one tenth (1/10) of one (1%) percent of the contract amount

SPECIFICATIONS

DRAWINGS

14

I. TECHNICAL COMPONENT ENVELOPE

II.

Class "A" Documents

Leg	gal Doc	<u>uments</u>					
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);					
	(b)	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;					
	(c)	and 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;					
	(e)	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).					
Ted	chnical	<u>Documents</u>					
	(f)	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					
	(g)	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					
	(h)	Philippine Contractors Accreditation Board (PCAB) License; or					
	(i)	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> Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;					
	(j)	or Original copy of Notarized Bid Securing Declaration; and Project Requirements, which shall include the following: Organizational chart for the contract to be bid:					
		 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;					
		d. Duly signed Construction Schedule and S-Curve; e. Duly signed Construction Method; f. Duly signed Equipment Utilization Schedule; g. Duly signed Manpower Utilization Schedule;					
_	<i>a</i> ,	h. <u>Affidavit of Site Inspection; and</u> i. <u>Duly signed Construction Safety and Health Program</u>					
	(k)	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.					
Fin	ancial l	Documents					
	(1)	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					
	(m)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC). Class "B" Documents					
	(n)	If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; or					
EIN!	4 NICI 41	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.					
(0)		COMPONENT ENVELOPE Il of duly signed and accomplished Financial Bid Form; <u>and</u>					
<u>Otl</u> (p)		<u>umentary requirements under RA No. 9184</u> al of duly signed Bid Prices in the Bill of Quantities; <u>and</u>					

(q) (r)	Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and Cash Flow by Quarter.

 Name of Project
 Location of Project

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1 – 3)	
6.	Net Working Capital (2-4)	

3. The	e Net F	-inancial Con	tracting Ca	pacity (NF	CC) based or	the abov	e data is cor	mputed as fo	ollows:	
NFCC	=		the projects	s under or	abilities) (15)] ngoing contro is Project.					
NFCC	= _				-					
OR										
ine of 0	Credit,	, which must b	oe at least t	en percen	it (10%) of the	ABC to be	e bid			
Name o	of Bank	k:					Amount: _			
	Subr	mitted by:								
	Desi	ignation:								
	Date	e:								
	NOT									

If partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

17

FINANCIAL BID FORM

		Date:
		IB No:
То	: N	IUNICIPAL GOVERNMENT OF BALER
Ado	lress: : 2	FLOOR EXECUTIVE BUILDING, BALER, AURORA
We,	the undersigned	d, declare that:
(a)	We have examiname of contr	mined and have no reservation to the Bidding Documents, including Addenda, for the Contract <u>[insertact];</u>
(b)		ecute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Contract accompanying this Bid;
	The total price	of our Bid, excluding any discounts offered below is: [insert information] ;
	The discounts	offered and the methodology for their application are: [insert information];
(c)	accordance v	be valid for a period of [insert number] days from the date fixed for the Bid submission deadline in with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time iration of that period;
(d)		ccepted, we commit to obtain a Performance Security in the amount of <i>[insert percentage amount]</i> Contract Price for the due performance of the Contract;
(e)		ding any subcontractors or suppliers for any part of the Contract, have nationalities from the following es: [insert information];
(f)		articipating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in rith the Bidding Documents;
(g)		iliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been gible by the Funding Source;
(h)		d that this Bid, together with your written acceptance thereof included in your notification of award, shall naling contract between us, until a formal Contract is prepared and executed; and
(i)	We understand	that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
(j)	power and au	ertify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full thority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign ne ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
(k)		dge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a rejection of our bid.
Nar	ne:	
In th	e capacity of: _	<u> </u>
Sign	ed:	
Duly	authorized to si	gn the Bid for and on behalf of:
Dat	ə:	<u> </u>

FORM OF 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 [insert the amount in specified currency in numbers and words] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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.

ments shall be attached deemed to form, and be read and construed as intogral part of this

The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
General and Special Conditions of Contract;
Drawings/Plans;
Specifications;
Invitation to Bid;
Instructions to Bidders;
Bid Data Sheet;
Addenda and/or Supplemental/Bid Bulletins, if any;
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;
Eligibility requirements, documents and/or statements;
Performance Security;
Notice of Award of Contract and the Bidder's conforme thereto;
Other contract documents that may be required by existing laws and/or the Entity.
In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.
Signed, sealed, delivered bythe (for the Entity)
Signed, sealed, delivered bythe(for the Contractor).
Binding Signature of Procuring Entity
Binding Signature of Contractor
[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES	1
CITY/MUNICIPALITY OF) S.S.

AFFIDAVIT

- 1. [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:
- 2. 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];

3. 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;)];

- 4. [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;
- 5. 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;
- 6. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 7. 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;

8.	[No	ame of Bidder] complies with existing labor laws and stan	dards; and			
9.	[Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:					
	a)	Carefully examine all of the Bidding Documents;				
	b)	Acknowledge all conditions, local or otherwise, affectir	ng the implementation of the Contract;			
	c)	Made an estimate of the facilities available and neede	ed for the contract to be bid, if any; and			
	d)	Inquire or secure Supplemental/Bid Bulletin(s) issued for	the [Name of the Project].			
	cor		ectly, any commission, amount, fee, or any form of ficial, personnel or representative of the government in, 2023 at, Philippines.			
		Bidd	der's Representative/Authorized Signatory			
on Nota used], w	arial vith h	Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to m	npetent evidence of identity as defined in the 2004 Rules e his/her [insert type of government identification card h no and his/her Community Tax Certificate No.			
	Wit	tness my hand and seal this day of [month] [year].				
			NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No [date issued], [place issued] IBP No [date issued], [place issued]			
Doc. No Page No Book No Series of	o o					

BID SECURING DECLARATION

(REPUBLIC OF THE PHILIPPINES)	
CITY OF) S.S.	
X	-X	
		Date
		Invitation to Bid [Insert reference number]
To: [Insert name and address of the Pro	ocuring Entity]	
I/We, the undersigned, declare that:		
I/We understand that, according of a Bid-Securing Declaration.	ding to your conditions, bic	ls must be supported by a Bid Security, which may be in the
for a period of two (2) years upon rece Section 6 of the Guidelines on the Use the procuring entity for the commission	eipt of your Blacklisting Ordo of Bid Securing Declaration on of acts resulting to the e	ified from bidding for any contract with any procuring entitier; and, (b) I/we will pay the applicable fine provided unden, within fifteen (15) days from receipt of written demand benforcement of the bid securing declaration under Section without prejudice to other legal action the government ma
I/We understand that this Bid-	-Securing Declaration shall	cease to be valid on the following circumstances:
Upon expiration of the bid va	llidity period, or any extension	on thereof pursuant to your request;
I am/we are declared ineligible timely file a request for reconsideration		n receipt of your notice to such effect, and (i) I/we failed to avail of said right
I am/we are declared as the performance security and signed the Co		Calculated Responsive Bid, and I/we have furnished the
. IN WITNESS WHEREOF, I/W execution].	e have hereunto set my/	our hand/s this day of [month] [year] at [place o
	ļ	[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
		[Insert signatory's legal capacity]
		Affiant
is/are personally known to me and wa	s/were identified by me thro 02-8-13-SC). Affiant/s exhibit	month] [year] at [place of execution], Philippines. Affiant/ough competent evidence of identity as defined in the 200-ited to me his/her [insert type of government identification reon, with no
Witness my hand and seal thi	s day of	NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No, [date issued], [place issued] IBP No, [date issued], [place issued]
Doc. No Page No Book No Series of 2023		

Name of Project

Location of Project

	a. Owner's Name		Bidder's	Role	a. Date Awarded	% of Acco	mplishment	
Name of Contract/ Project Cost	b. Address c. Contact No.	Nature of Work	Description	%	b. Dated Started c. Date of Completion	Planned	Actual	Value of Outstanding Wo Undelivered Portion
Government:								
Private:								
Note: This Statement shall be supported v 1. Notice of Award and/or Contract Dmitted by:	vith:							
signation:								
ıte:								

			1	Name of Pi	roject	
			ī	ocation o	f Project:	
tement of Single Largest Completed Contract	which is Similar in Nature					
	a. Owner's Name		Bidder's	Role	a. Date Awarded	
Name of Contract	b. Address c. Contact No.	Nature of Work	Description	%	b. Contract Effectivity c. Date Completed	Contract Amount
Government:						
Private:						
lote: This Statement shall be supported with: Notice of Award and/or Contract Certificate of Completion Certificate of Acceptance						
omitted by:						
signation:						

Name of Project	
Location of Project	

Qualification of Key Personnel Proposed to be Assigned to the Contract

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

8. PRC License			
Minimum Requirements	: :	Project Manager / Engineer Materials Engineer Foreman	
Note	:	Attached individual resume and PRC License of the (professional) personnel.	
Submitted by	:	(Printed Name and Signature)	
Designation	:		
Date	:		

Name of Project

Location of Project

List o	f Equipment Owne	ed or Leased and/or U	nder Purchase	Agreements Plea	dged to the Propo	osed Contract	
Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership/ Lessor or Vendor
A. Owned							
B. Leased							
C. Under Purchased Agreements							
List of minimum equipment require	d for the projects:						
Submitted by :			_				
	(Printed Name a	ind Signature)					
Designation :			_				
			_				

Name of Project

								_	Location of Proje	ect			
				Manpowe	er Utilizatio	n Sched	ule						
CATEGORY						DURA	ATION						
Contractor's Name:	Name of	the Procurir	ng Entity:				Contract Name:						
Submitted by:													
Name of the Duly Authorized I	ame of the Duly Authorized Representative								Date:				
Position	osition												
Name of the Bidder			<u> </u>										

Name of Project

Location of Project

Equipment Utilization Schedule															
CATEGORY							DURA	ATION							
	<u> </u>		<u> </u>			I	<u> </u>	1		1	1 1		I	1	1
Contractor's Name:	Name of the Procuring Entity:							Contract Name:							
Submitted by:															
Name of the Duly Authorized Representative											Date:				
Position															
Name of the Bidder															

Name of Project

		Соі	Construction Schedule and S-Curve									Location of Project					
ITEM NO.	DESCRIPTION	DURATION															
Submitted by:					l						<u>I</u>						
													Date:				
	ly Authorized Representative	_															
Position																	
Name of the Bid	ame of the Bidder																

Name of Project	:				
Item No.	Description	Quantity	Unit	Unit Cost	Amount
1	MASONRY WORKS	1	LS.		
П.	PAINTING WORKS	1	L.S.		
AMOUNT IN WORDS:					
Submitted by:				Date:	
	Signature Over Printed Name of Bidders and/or Authorized	Representative			

			Name of Project
			Location of Project
		Outline	
		Narrative Description of	
		Construction Methods	
1.0	INTR	ODUCTION	
	Refe	to Bidding, etc.	
2.0	BRIE	F DESCRIPTION OF CONTRACT WORKS	
	State	general features of contract works, Use tables as necessary.	
3.0	CON	ISTRUCTION METHODS AND PROCEDURES	
	3.1	Methodology or General Approach	
		State general approach in construction in terms of use of equipmen special techniques, methods or procedures to ensure completion on tithe project, etc.	
	3.2	Program of Work	
		CPM, Progress Bar Schedule and Development Schedules submitted	
	3.3	Financial Program	
		Cash Flow schedules, provision for working capital, schedule of receipts,	etc.

						Name of Projec	ct			
						Location of Pro	ject			
			Aff	idavit of	Site Insp	ection				
l,			, of	legal		, oath, hereby c	•	and d say:	residing	at
	1.	That	l am	the		with		office	of	the at
	2.	That I ha	ve inspect	ed the;	site for				_, locatec	l at
	3.					of the requirem			cal Propos	al of
		DF, I here , Philippi		ny signo	ature this	s day	of		, 2023	at
								AFFIA	.NT	
his/her C	ommunity		tificate No.			issued				
Doc No. Page No. Book No. Series of 20										