

METROPOLITAN CEBU WATER DISTRICT

**Proposed Ø150mm x 2,860 lm DI
Pipeline Expansion Project**

Project No. E-1716-L3-260822

at Locata Road, Canjulao, Lapu-lapu City

P.R. No. 29521-001

**Sixth Edition
April 2024**

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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 the Proposed Ø150mm x 2,860 lm DI Pipeline Expansion Project

Project No. E-1716-L3-260822

Locata Road, Canjulao, Lapu-lapu City

1. The Metropolitan Cebu Water District (MCWD), through the Corporate Operating Budget 2024 intends to apply the sum of **PHILIPPINE PESO: FORTY-THREE MILLION THREE HUNDRED FIFTY-FIVE THOUSAND SEVENTY-THREE and 77/100 (Php 43,355,073.77)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Proposed Ø150mm x 2,860 lm DI Pipeline Expansion Project at Locata Road, Canjulao, Lapu-lapu City with Purchase Requisition (PR) No. 29521-001**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The MCWD now invites bids for the above Procurement Project. Completion of the Works is required in Three Hundred Five (305) calendar days. Bidders should have completed, within five (5) years prior to 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).
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 MCWD and inspect the Bidding Documents at the address given below from 9:00 am to 4:00 pm.
5. A complete set of Bidding Documents may be acquired by interested bidders on **April 19, 2024 to May 14, 2024** from given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (Php 25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The MCWD will hold a Pre-Bid Conference on **April 30, 2024 9:00 am** at the AGM for Administration Conference Room, 6/F MCWD Building, which shall be open to prospective bidders which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before 9:00 am of **May 14, 2024**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **May 14, 2024** 9:00am at the AGM for Administration Conference Room, 6/F MCWD Building. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The MCWD reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Christine B. Caballes
Office of the BAC Secretariat
6th Floor, Metropolitan Cebu Water District
Cor. Magallanes and Lapulapu Streets, Cebu City
Telefax No. (032)256 0422
mcwdbac2@gmail.com
www.mcwd.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.mcwd.gov.ph

April 19, 2024

Elmer R. de Guzman
BAC 2 Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, MCWD invites Bids for the **Proposed Ø150mm x 2,860 lm DI Pipeline Expansion Project at Locata Road, Canjulao, Lapu-lapu City with Purchase Requisition (PR) No. 29521-001.**

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of **PHILIPPINE PESO: FORTY-THREE MILLION THREE HUNDRED FIFTY-FIVE THOUSAND SEVENTY-THREE and 77/100 (Php 43,355,073.77).**

2.2. The source of funding is the 2024 Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is allowed. The portions of the 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.

- 7.1. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

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 within one hundred twenty (120) calendar days from 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 15 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																			
5.2	<p>For this purpose, contracts similar to the Project refer to contracts that have the same major categories of work which shall be:</p> <p>Pressurized Pipelaying Works for Potable Water Supply involving pipes not smaller than 75mm diameter.</p> <p>PCAB Registration Particular for this project shall be at least Medium A Size Range for Water Supply.</p> <p>The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC), within five (5) years prior to the date of submission and receipt of bids, a contract that is similar to the 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.</p>																		
7.1	Subcontracting may be allowed for road restoration only but not to exceed 25% of the total Project Cost.																		
10.3	No further instructions.																		
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;">2 years</td> <td style="text-align: center;">2 years</td> </tr> <tr> <td>Project Engineer</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td>Materials Engineer</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td>Safety Officer</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 year</td> </tr> </tbody> </table> <p>The experience of personnel shall be supported by a certificate of employment.</p>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	2 years	2 years	Project Engineer	1 year	1 year	Materials Engineer	1 year	1 year	Safety Officer	1 year	1 year			
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Dump Truck</td> <td style="text-align: center;">-</td> <td style="text-align: center;">3 unit</td> </tr> <tr> <td>Air Compressor</td> <td style="text-align: center;">-</td> <td style="text-align: center;">3 units</td> </tr> <tr> <td>Pneumatic Jackhammer</td> <td style="text-align: center;">-</td> <td style="text-align: center;">3 units</td> </tr> <tr> <td>Tamping Rammer</td> <td style="text-align: center;">-</td> <td style="text-align: center;">3 units</td> </tr> <tr> <td>Backhoe with Breaker</td> <td style="text-align: center;">-</td> <td style="text-align: center;">2 units</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Dump Truck	-	3 unit	Air Compressor	-	3 units	Pneumatic Jackhammer	-	3 units	Tamping Rammer	-	3 units	Backhoe with Breaker	-	2 units
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12	No further instructions.
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than PhP 867,101.48 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 PhP 2,167,753.69 if bid security is in Surety Bond.
19.2	No further instructions.
20	<p>Additional requirements: (all copies must be original or duly authenticated copies)</p> <ol style="list-style-type: none"> 1. Bureau of Internal Revenue Certificate of Registration (BIR Form 2303) 2. Quarterly VAT and Quarterly Income Tax Returns filed with the BIR. <p>NOTE: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</p> <ol style="list-style-type: none"> 3. Latest Annual Income Tax Return (BIR Form 1701 or 1702) 4. In case of JVA for Corporate Entities, a duly Notarized Secretary's Certificate or Board Resolution authorizing the representative to represent the company to enter into JVA. 5. Latest General Information Sheet filed with the SEC for corporate entities. <p>Class "A" Documents shall remain as a post-qualification requirement for verification, validation, and ascertainment of the veracity, authenticity, and validity of such Class "A" eligibility documents attached to the PhilGEPS Certificate of Platinum Registration and Membership in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.</p>
21	<p>Additional documents forming part of the contract:</p> <ol style="list-style-type: none"> 1. Construction Schedule and S-curve; 2. Manpower Schedule; 3. Construction Methods; 4. Equipment Utilization Schedule; and 5. PERT/CPM. <p><u>NOTE:</u></p> <p>The <u>Construction Safety and Health Program</u> approved by the Department of Labor and Employment (DOLE) shall be submitted within sixty (60) calendar days from receipt of Notice to Proceed.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	No further instructions.
4.1	After receipt of Notice to Proceed.
6	The site investigation reports are: none
7.2	Fifteen (15) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work (PERT/CPM, Construction Schedule and S-Curve, Manpower Schedule, Equipment Utilization Schedule, Construction Methodology) to the Procuring Entity's Representative within ten (10) calendar days after receipt of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is PhP 1,000,000.00.
13	The advance payment is fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most, two (2) installments. <i>However, the advance payment shall not be released until the excavation permit is secured from the concerned LGU/government agency.</i>
14	No further instructions.
15.1	The date by which operating and maintenance manuals are required upon issuance of Certificate of Project Completion. The date by which "as built" drawings are required is upon issuance of Certificate of Project Completion.
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 PhP 1,000,000.00.

Section VI. Specifications

A. GENERAL PROVISIONS

1.0 EXCAVATION PERMIT

The Contractor must submit the Excavation Permit/s on behalf of the Procuring Entity within thirty (30) days from receipt of Notice to Proceed (NTP). At its own expense, the Contractor shall be responsible in filing, processing and securing the required permit/s from concerned agency/s including the Excavation Permit/s.

The Contractor shall not be allowed to commence any physical work without the necessary Excavation Permit/s.

2.0 BONDS, INSURANCES AND WARRANTIES

The Contractor shall, at his own expense, secure and maintain all bonds, insurances, and warranties required under the Contract.

3.0 ENVIRONMENTAL COMPLIANCE CERTIFICATE

The Contractor shall be responsible to file, secure, and shoulder all fees for the Environmental Compliance Certificate (ECC), if the concerned government agency requires an ECC for this project.

If an ECC is required, the Contractor shall immediately after his receipt of the Notice to Proceed, file for an ECC at the Department of Environment and Natural Resources – Environmental Management Bureau (DENR-EMB). He shall prepare all documents/reports (e.g. Initial Environmental Examination, etc.) required for the filing of the ECC and submit the same to the Owner for review and approval prior to submission to the DENR-EMB. He may ask assistance from the Engineer in obtaining data and documents required for the ECC which are available from the Owner.

The Contractor shall be responsible to coordinate with the concerned LGU and other agencies on matters related to the ECC.

4.0 ENGINEER

The term “Engineer” as used herein and in the Specifications shall refer to the Owner’s authorized personnel to oversee the execution of this Contract acting within the scope of authority delegated by the Owner.

5.0 BIDDING DOCUMENTS AND DRAWINGS TO BE PROVIDED TO THE CONTRACTOR

The PROCURING ENTITY shall provide two (2) sets of Bidding Documents and Construction Drawings to the winning bidder.

Additional sets of Bidding Documents and Construction Drawings can be secured at reproduction cost. Request for additional sets shall be coursed through the Engineer.

6.0 PROJECT SIGNS

The Contractor shall furnish, erect, and maintain two (2) project signs and two (2) COA signboards in accordance with the MCWD Standard Drawings. These shall be erected at locations designated by the Engineer.

Payment for this item shall be deemed included in the Contractor's bid price for the Items of Work in the Bill of Quantities.

7.0 CONSTRUCTION DRAWINGS AT WORK SITE

The Contractor shall maintain at least one (1) set of construction drawings at the work site. This shall be marked and updated to indicate work progress and deviations from the construction drawings. Actual location and depth of all mains, fittings, thrust blocks, valves, fire hydrants, and water stub-outs, among others, shall be indicated on the drawings. Valve location shall be tied-in by reference to two or three existing permanent ground features.

The Contractor shall transfer the above as-built information to the as-built drawings.

8.0 TESTING AND OTHER EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall make available at site during the life of this Contract, the following testing and other equipment:

- a. Hydro/Pressure Pump
- b. Engineer Level Instrument with 2 rods
- c. Transit Instrument
- d. Steel Measuring Tape, 50 meters
- e. Apparatus for Slump Test for Portland Cement Concrete
- f. Apparatus for Sampling Concrete
- g. Apparatus for Test for Density of Soil in Place by the Sand Cone Method
- h. Other testing instruments or equipment as required by the Engineer

9.0 WEEKLY WORK SCHEDULE

The Contractor shall submit to the Engineer a weekly work schedule. Submission shall be every Friday of the current week for the schedule of the incoming week, unless changed by the Engineer.

10.0 PROCURING ENTITY'S RIGHT TO REMOVE CONTRACTOR'S PERSONNEL

Only qualified personnel and skilled workmen shall be employed on the site except in positions normally occupied by unskilled labor. Pursuant to GCC Clause 6.6, when

ordered in writing by the PROCURING ENTITY's Representative, the Contractor or any subcontractor shall remove any person who, in the opinion of the PROCURING ENTITY's Representative, is incompetent, disorderly or otherwise unsatisfactory, and shall not include again that person in the project except with the written consent of the PROCURING ENTITY's Representative. Such removal shall not be a basis for any claim for damages against the PROCURING ENTITY. If the Contractor permits such a person on the work site without the consent of the PROCURING ENTITY's Representative, this alone shall be grounds to suspend the Contract until the PROCURING ENTITY's Representative's instructions have been complied.

11.0 EQUIVALENCY OF STANDARDS AND CODES

Wherever reference is made in the Contract to specific standards and codes to be met by the materials and equipment to be furnished, and work performed or tested, the provisions of the latest edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Engineer's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Engineer at least twenty-eight (28) calendar days prior to the date when the Contractor desires the Engineer's consent. In the event the Engineer determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

12.0 TAXES

Payments of progress billings shall be subject to two percent (2.0%) Expanded Withholding Tax and five percent (5.0%) Final Withholding VAT. The PROCURING ENTITY shall issue Creditable Tax Certificates to the Contractor for taxes withheld. Any changes in withholding tax rates prescribed by the BIR through revenue regulations, circulars, memorandum etc. shall be adhered to.

All taxes that may be levied by the BIR in relation to this contract shall be for the account of the Contractor.

13.0 INSPECTION AND TESTING

All materials furnished and all works performed under the Contract shall be subject to inspection which may include in-plant inspection/test. This will not in any way relieve the Contractor from supplying or delivering materials in accordance with the Specifications and Drawings.

In the event tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer, as well as the cost of subsequent retesting.

14.0 PUBLIC SAFETY AND CLEANLINESS AT WORK SITE

The Contractor shall be responsible to furnish, erect, and maintain such fences, barricades, lights, warning signs, and other safety devices as are necessary to prevent accidents and avoid damage or injury to the public. Flagman, where necessary, shall be provided to direct the flow of traffic.

The Contractor shall keep the work site in a neat and clean condition, and free from accumulation and rubbish. The Contractor shall conduct the work so as to avoid unnecessary dust. He shall provide adequate water and equipment at site for this purpose. Upon completion of the project, the Contractor shall leave the work site in a clean and neat condition satisfactory to the Owner.

All costs of carrying this provision shall be borne by the Contractor. Failure to observe this provision shall be a ground for suspension of work.

15.0 CONSTRUCTION SAFETY AND HEALTH PROGRAM

The DOLE approved Construction Safety and Health Program (CSHP), as mandated by Department Order No. 13, series of 1998 (Guidelines Governing Safety and Health in the Construction Industry), specific for the project must be submitted within sixty (60) calendar days from the receipt of the Notice to Proceed (NTP).

In no case shall the Contractor be allowed to proceed with any physical activities at the worksite without the approved CSHP.

The cost of implementing this program shall be as indicated in the Bill of Quantities (BOQ) under Lump Sum Pay Item.

All workers shall wear proper identification badges and uniform all the time while on duty at site. The workers' outfits shall be suitable for construction work; the minimum shall be long pants, T-shirt, and steel-toe shoes or sturdy shoes.

Each worker and staff of the Contractor shall have a hard hat; this must be worn all the time on duty or inside designated "hard hat area". For identification purposes, the color of hard hats must be different for the workers and staff. Body harness and other protective gears shall be readily available at site and must be used whenever the type of work so requires.

The Contractor shall make available at site a minimum of five (5) hard hats, same color with that for his staff, for the Owner and visitors.

The Contractor must comply with all applicable national and local laws, ordinances, and regulations regarding safety and health at construction sites.

16.0 BARRICADES, WARNING BOARDS AND WARNING LIGHTS AT WORK SITE

The Contractor shall maintain barricades (MCWD Std. Dwg. DC17-01:2003), spaced every ten (10) meters of the total length of the pipelaying activities. Appropriate warning sign boards (DC15c-01:2003) shall be attached to the barricades. On dimly lit or dark streets or areas where there is on-going or unfinished work, the Contractor

shall provide battery-powered blinking lights. Failure to observe this shall be a ground for suspension of work.

The barricades, warning sign boards, and warning lights shall remain the property of the Contractor after the completion of the Contract.

All costs of carrying the above requirements shall be borne by the Contractor.

17.0 TRAFFIC COORDINATION

Coordination with the local police department, traffic office, and other agencies concerned with the vehicular traffic management shall be the responsibility of the Contractor. Prior to the start of pipe laying activities at each street or area, the Contractor shall show proof to the PROCURING ENTITY's Representative that the aforesaid coordination was made.

18.0 STEEL PLATES

The Contractor shall maintain steel plates with thickness that can sustain traffic loads. These steel plates, when ordered by the Engineer, shall be used to cover trenches left open after a day's work to ensure safety of the motorists and pedestrians.

The steel plates shall remain the property of the Contractor after the completion of the Contract.

All costs of carrying the above requirement shall be borne by the Contractor.

19.0 WATER SUPPLY FOR HYDROTESTING, DISINFECTION & FLUSHING

The Contractor shall source its water supply for hydrotesting, disinfection and flushing only from MCWD at PhP 48.00/cu.m. MCWD shall designate the water extraction point, the date and time of withdrawal.

MCWD reserves the right to refuse supply of water should it consider such action to be detrimental to its operation. In this event, the Contractor shall obtain water from other source(s) approved by MCWD or the Contractor may avail of the water-truck delivery services of MCWD at prevailing rates.

20.0 SURFACE RESTORATION

The Contractor shall complete the pavement/surface restoration within fifteen (15) calendar days after the hydro testing of a pipeline section has been completed. Failure to comply with this requirement shall be a ground for suspension of work.

21.0 PROCURING ENTITY'S RIGHT TO OPERATE COMPLETED SECTION OF THE WORK

The PROCURING ENTITY has the right to set into operation sections of the work which are already completed. The Contractor shall immediately commission the section of the work upon receipt of a written order from the PROCURING ENTITY.

A Certificate of Partial Completion for the section of work commissioned shall be issued by the PROCURING ENTITY to the Contractor. After the turn-over to the PROCURING ENTITY of the said section, the Contractor shall not be responsible for any failure due to defective operations by the former. However, the Contractor shall still be responsible for the section of the work within the defects liability period in accordance with the General Conditions of the Contract. The defects liability period shall start from the issuance of the Certificate of Partial Completion.

22.0 PIPELINE INTERCONNECTION

The Contractor in coordination with the Engineer shall conduct exploratory excavations to determine the actual location, size, and condition of the existing waterline(s) prior to the procurement of the materials for interconnection. The cost of exploratory and related works shall be deemed included in the Contractor's bid price for interconnection.

The Contractor shall submit an interconnection scheme and a written request for interconnection to the Engineer for approval. No interconnection shall be allowed without the approval of the Engineer. All interconnection works shall be carried at the least possible interruption to the water distribution operation of the MCWD. All materials to be used for interconnection shall be thoroughly cleaned and disinfected prior to their use. The Contractor shall be responsible to provide all precautions to avoid contamination of the water supply. In the event of water contamination resulting from the Contractor's negligence, he shall fully assume all damages and obligations ensuing from such contamination. MCWD shall withhold from payments due to the Contractor such sum as necessary to meet said damages and obligations.

23.0 PIPELINE COMMISSIONING

The Contractor shall commission the new pipeline upon order of the PROCURING ENTITY immediately after it shall pass the disinfection and potability test. The Contractor shall provide all labor, tools, and equipment necessary to commission the pipeline.

Payment of the work shall be deemed included in the Contractor's bid price for the Items of Work in the Bill of Quantities.

24.0 EXCESS PIPES, FITTINGS, ETC.

The Contractor shall be solely responsible for the procurement of all materials intended for the project. The PROCURING ENTITY shall not assume responsibility for the excess materials and shall not accept turn-over of excess materials for reimbursement of cost.

25.0 SHOP DRAWINGS

The Contractor shall submit and furnish shop drawings and samples accompanied with transmittal forms as required herein. The Contractor shall secure the standard Transmittal Form from the Engineer. The term "Shop Drawings" as used herein shall be understood to include detailed design calculations, construction drawings, lists, graphs, material specifications, construction requirements, operating instructions and others.

- 1) Unless extended by the Owner in writing, the Contractor shall submit shop drawings of all materials, equipment and all works intended to form part of the project to the Owner for review and approval within thirty (30) calendar days from receipt of the Notice to Proceed.

The procurement of materials and equipment including the construction and installation works shall not be allowed until the shop drawings are approved.

- 2) The Contractor shall make a preliminary check of all shop drawings for compliance with the contract documents and shall stamp each print with a statement of compliance with the requirements.

The said shop drawing and transmittal shall be submitted at a time sufficiently early, to allow review of the same by the Owner and to accommodate the rate of construction progress required under the Contract. The Contractor shall submit two (2) copies of each shop drawing with transmittal form to the Owner.

- 3) Any shop drawings and samples submitted not accompanied by transmittal forms or where all applicable items on the forms are not completed will be returned to the Contractor for resubmittal. The Owner will retain print copy for file and return the rest to the Contractor with notation. Returned shop drawing marked “No Exceptions Taken” or “Make Corrections Noted”, means formal revision of said drawing will not be required. If it is marked “Amend-Resubmit” or “Rejected-Resubmit”, the Contractor shall revise said drawing and shall submit revised drawing to the Owner.
- 4) The Owner shall process the submission and indicate the appropriate action on the shop drawings and transmittal forms. Construction of an item shall not be commenced before the Owner has reviewed the pertinent shop drawing and returned it to the Contractor, marked as mentioned above. Revisions indicated on shop drawing shall be considered as changes necessary to meet the requirements of the contract drawings and specifications, and shall not be taken as basis of claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay, resulting from having the Contractor make the required revisions, unless review by the Owner was delayed beyond a reasonable period of time and unless the Contractor can establish that such delay in revision resulted in the delay of the project.
- 5) Re-submittal procedure shall follow the same procedure as the first submittal.

26.0 MINIMUM EQUIPMENT REQUIREMENT

The Contractor must have the following minimum equipment required or the project:

Dump Truck	-	3 unit
Air Compressor	-	3 units
Pneumatic Jackhammer	-	3 units

Tamping Rammer	-	3 units
Backhoe with Breaker	-	2 units

The proof of ownership of the equipment owned, Lease Agreements for equipment under lease supported by certification of availability of equipment, and equipment under purchase agreement shall be included in the first (1st) bid envelope as part of the Technical Documents.

Once an equipment is already assigned to a particular ongoing project, it can no longer be considered as available for the other projects. Compliance of this provision shall be checked during Post Qualification Evaluation.

All required minimum equipment shall be fully operational or serviceable at the time of the Post Qualification Evaluation. Otherwise, it shall be considered as a ground for Post Disqualification.

27.0 WARNING TAPE

Warning tape shall be provided for all types of pipe. The material and installation specifications shall be in accordance with the MCWD Technical Standards.

28.0 TEMPORARY RESURFACING

Temporary resurfacing shall be provided atop pipeline trenches when ordered by the Engineer. The temporary resurfacing shall be satisfactory in all respects, conform to the street grade, and safe for public travel. The Contractor shall retain ownership of the surfacing materials after its use and removal. The Contractor's bid price for the temporary resurfacing shall exclude the cost of the materials.

Materials for temporary resurfacing shall be composed of 1"Ø crushed gravel. The temporary surfacing shall be 0.15m thick minimum and well compacted to withstand heavy traffic load.

The Contractor shall be fully responsible to maintain the temporary surfacing until the permanent surfacing is completed. New materials shall be added when the temporary surfacing settles, is eroded, and or depleted. The periphery of the pipeline trench shall be kept clean and free of split surfacing materials.

The Contractor shall remove the temporary resurfacing when the permanent surfacing will be placed. All removed materials shall be immediately hauled off from the work site to the Contractor's storage area. The removed materials may be re-used for the same purpose.

Payment for temporary resurfacing shall be in square meter units to be paid in two (2) parts. Fifty percent (50%) of the unit price shall be paid after the complete placement and compaction of the temporary surfacing; fifty percent (50%) after the removal, provided however that the Contractor has satisfactorily maintained the temporary surfacing. Upon the recommendation of the Engineer and approval by the AGM for Technical Services, no second payment shall be made to the Contractor if he failed to

maintain the temporary resurfacing as specified herein. In such a case, the first payment shall be considered as full payment for the works done under this provision.

29.0 TRENCH EXCAVATION

The trench excavation shall include the removal of hard limestone and all types of soil, stones, and rocks up to a pipe cover of 1.20 meters measured from the existing ground surface, or where shown, up to the depth indicated in the drawings. It shall be the responsibility of the Contractor to conduct site exploratory excavations in order to determine the type of soil/stone formation along the proposed pipeline route before he shall prepare his bid proposal. Failure to consider the soil/stone formation in the preparation of the Contractor's bid price shall not be a ground for a claim for Change Order.

Payment for the work shall be included in the Contractor's bid price for pipeline.

30.0 SHIFT WORK SCHEDULE

The contractor must provide a minimum of two-shift work schedule during the implementation of the project to ensure timely completion.

Section VII. Drawings

Section VIII. Bill of Quantities

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
■	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
■	(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
■	(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
■	(d) Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid; and
■	(e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
■	(f) 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 Safety Officer), 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; and
■	(g) 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.
■	(h) Philippine Contractors Accreditation Board (PCAB) License and Registration.
<u>Financial Documents</u>	
■	(i) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

<i>Class "B" Documents</i>	
■	(j) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR ;
II. FINANCIAL COMPONENT ENVELOPE	
■	(k) Original of duly signed and accomplished Financial Bid Form; and
<i>Other documentary requirements under RA No. 9184</i>	
■	(l) Original of duly signed Bid Prices in the Bill of Quantities; and
■	(m) 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
■	(n) Cash Flow by Quarter.

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Bid Forms

A. TECHNICAL

1. Statement 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.
2. Statement of the Bidder's SLCC similar to the contract to be bid
3. NFCC computation
4. Joint Venture Agreement (JVA)
5. Bid Securing Declaration
6. Bid Security - GSIS Bond
7. Bid Security - Surety Bond
8. Organizational Chart
9. List of Key Personnel
10. List of Equipment
11. Omnibus Sworn Statement

B. FINANCIAL

1. Financial Bid Form
2. Bill of Quantities
3. Cash Flow by Quarter and Payments Schedule

Statement of Single Largest Completed Contract Government or Private Construction Contracts which is similar in nature

Business Name : _____

Business Address : _____

	Name of Contract	d. Owner Name e. Address f. Telephone Nos.	Nature of Work	Contractor's Role		d. Amount at Award e. Amount at Completion f. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
				Description	%		
	<u>Government</u>						
	<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract or Notice of Award or Notice to Proceed;
- 2 CPES rating sheets or Certificate of Acceptance or similar document/s in case of private contracts; and
- 3 Final billing or Final Bill of Quantities (BOQ) or any other documents that will show the amount and work components of the project, if necessary to establish the required experience pursuant to provision 5.4 of Section II Instruction to Bidders of the Bidding Document

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A. Summary of the Applicant Firm’s / Contractor’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.	Total Net Worth (1-3)	
6.	Current Net Worth or Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

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

NFCC = P _____

Submitted by:

Name of Firm / Contractor

Signature of Authorized Representative

Date : _____

NOTE:

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

a. JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between: (name of owner/representative), of legal age, (civil status), (position) of (name of Firm/Company) and a resident of (address).

- and -

(name of owner/representative), of legal age, (civil status), (position) of (name of Firm/Company) and a resident of (address).

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the (Name of the Procuring Entity).

A. NAME OF PROJECT	<u>CONTRACT AMOUNT (PhP)</u>

That both parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.

That both parties agree that (name of owner/representative), who shall come from the party with the **higher PCAB License Category** shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contracts until terminated by both parties.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures this _____, 20__ in _____, Philippines.

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

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____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Security: GSIS Bond

Republic of the Philippines

GOVERNMENT SERVICE INSURANCE SYSTEM

GENERAL INSURANCE FUND

GSIS Makati Building, Legaspi St.

Legaspi Village, Makati, Metro Manila

G () GIF Bond _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (Name of Bidder) represented by its _____, as PRINCIPAL, and the GOVERNMENT SERVICE INSURANCE SYSTEM as Administrator of the General Insurance Fund, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with head office at Manila, as SURETY, are held and firmly bound unto the OBLIGEE, _____ (Name of Procuring Entity) in the sum of PESOS _____ (₱ _____), callable on demand, Philippine Currency, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bonded PRINCIPAL will submit a bid for the _____ (Name of the Contract) on the day of _____, 20 _____ at _____ am/pm.

WHEREAS, the conditions of aforementioned OBLIGEE require the BIDDER a bond for the said bid.

WHEREAS, the PRINCIPAL agrees to comply with all the terms and conditions of the said bid with the aforementioned OBLIGEE;

NOW, THEREFORE, the conditions of this obligation are that:

- 1) if the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction's to Bidders; or
- 3) if the Principal having been notified of the acceptance of his Bid and award of contract to him by the Entity during the period of bid validity:
 - a) fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Entity shall call on the bond upon a written demand to the Surety, and the Surety shall pay the Entity up to (the next is unreadable) amount of the Bond, upon receipt by the Surety of a written demand from the Entity, without the Entity having to substantiate its demand, provided that in the demand, the Entity will note that the sum claimed by it is due to the occurrence of any or combination of the three conditions stated above. In this case, this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Entity.

WITNESS OUR HANDS AND SEALS this _____ day of _____, 20 _____, at _____,
Philippines.

GOVERNMENT SERVICE INSURANCE SYSTEM

B. General Insurance Fund

11. Principal

By:

By:

NOT VALID WITH ERASURES

SIGNED IN THE PRESENCE OF:

BID SECURITY: SURETY BOND

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) (hereinafter called "the Principal") as Principal and (Name of Surety) of the country of (Name of Country of Surety), authorized to transact business in the country of (Name of Country of Procuring Entity) (hereinafter called "the Surety") are held and firmly bound unto (Name of Procuring Entity) (hereinafter called "the Entity") as Obligee, in the sum of _____, Philippine currency, callable on demand by the Entity for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____ 20 _____

WHEREAS, the Principal will submit a written Bid to the Entity on the (Date) day of (Month) 20 Year, for the (Name of Contract) (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are that:

- 1) if the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction's to Bidders; or
- 3) if the Principal having been notified of the acceptance of his Bid and award of contract to him by the Entity during the period of bid validity:
 - a) fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Entity shall call on the bond upon a written demand to the Surety, and the Surety shall pay the Entity up to the entered amount of the Bond, upon receipt by the Surety of a written demand from the Entity, without the Entity having to substantiate its demand, provided that, in the demand, the Entity will note that the sum claimed by it is due to the occurrence of any or combination of the three conditions stated above. In this case, this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Entity.

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURE(S) _____

NAME(S) AND TITLE(S) _____ NAME(S) _____

SEAL _____ SEAL _____

Contractor's Organizational Chart for the Contract

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 Project Manager, Project Engineer, Structural Engineer (if applicable), Materials and Quality Control Engineer, Foreman and other Key Engineering Personnel.

Attach the required Proposed Organizational Chart for the Contract as stated above

Submitted by:

Name of the Representative of the Bidder

Position

Name of the Bidder

Date: _____

List/Qualification of Contractor’s Key Personnel Proposed to be Assigned to the Contract

Business Name : _____
 Business Address : _____

	Project Manager	Project Engineer	Materials Engineer	Safety Officer	Other positions deemed required by the Bidder for this project		
1 Name							
2 Address							
3 Date of Birth							
4 Employed Since							
5 Experience							
6 Previous Employment							
7 Education							
8 PRC License							

: Project Manager
 : Project Engineer
 : Materials Engineer
 : Safety Officer

Note : Attach individual bio-data (Form provided) of key personnel and copy of PRC License for professional personnel.

Submitted by _____
 (Printed Name & Signature)
 Designation _____
 Date _____

List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract

Business Name : _____
 Business Address : _____

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.							
iv.							
v.							
B. Leased							
i.							
ii.							
iv.							
v.							
C. Under Purchase Agreements							
i.							
ii.							
iii.							
iv.							
v.							

List of minimum equipment required for the project:

Dump Truck	-	3 unit
Air Compressor	-	3 units
Pneumatic Jackhammer	-	3 units
Tamping Rammer	-	3 units
Backhoe with Breaker	-	2 units

Note: All required minimum equipment shall be fully operational or serviceable at the time Post Qualification Evaluation. Otherwise, it shall be considered as a ground for Post Disqualification.

Attach proof of ownership for equipment owned, Lease Agreements for equipment under lease supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project, and Purchase Agreements for equipment under purchase agreement.

For equipment owned, the contractor shall submit an official receipt/sales invoice/charge invoice/cash slip/deed of sale or a notarized statement of ownership for the said equipment.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Contract Name : _____

Location : _____

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

**Contract Agreement Form for the
Procurement of Infrastructure Projects (Revised)**
**[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the
Notice of Award]**

CONTRACT AGREEMENT

THIS AGREEMENT, made this [insert date] day of [insert month], [insert year] between [name and address of PROCURING ENTITY] (hereinafter called the "Entity") and [name and address of Contractor] (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called "the Works") and the Entity has accepted the Bid for [contract price in words and figures in specified currency] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

<p><i>[Insert Name and Signature]</i> <i>[Insert Signatory's Legal Capacity]</i></p> <p><i>for:</i> <i>[Insert Procuring Entity]</i></p>	<p><i>[Insert Name and Signature]</i> <i>[Insert Signatory's Legal Capacity]</i></p> <p><i>for:</i> <i>[Insert Name of Supplier]</i></p>
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Acknowledgment

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

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

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

of issued GPPB 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/].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

¹ currently based on GPPB Resolution No. 09-2020

CASH FLOW BY QUARTER

PARTICULAR	% WT.	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER
ACCOMPLISHMENT					
CASH FLOW					
CUMULATIVE ACCOMPLISHMENT					
CUMULATIVE CASH FLOW					

Submitted by:

Name of the Representative of the Bidder

Date: _____

Position

Name of the Bidder

