PHILIPPINE BIDDING DOCUMENTS

PHILIPPINE ECONOMIC ZONE AUTHORITY

Construction of Concrete Humps and Rehabilitation of Sitel 1 Service Road (Re-bid)

Government of the Republic of the Philippines

Sixth Edition
July 2020

Preface

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

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

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

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

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

a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms 5

Section I. Invitation to Bid 7

Section II. Instructions to Bidders 10

1. Scope of Bid 10
2. Funding Information 10
3. Bidding Requirements 10
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices 10
5. Eligible Bidders 11
6. Origin of Associated Goods 11
7. Subcontracts 11
8. Pre-Bid Conference 11
9. Clarification and Amendment of Bidding Documents 11
10. Documents Comprising the Bid: Eligibility and Technical Components 12
11. Documents Comprising the Bid: Financial Component 12
12. Alternative Bids 13
13. Bid Prices 13
14. Bid and Payment Currencies 13
15. Bid Security 13
16. Sealing and Marking of Bids 13
17. Deadline for Submission of Bids 14
18. Opening and Preliminary Examination of Bids 14
19. Detailed Evaluation and Comparison of Bids 14
20. Post Qualification 14
21. Signing of the Contract 14

Section III. Bid Data Sheet 16

Section IV. General Conditions of Contract 19

1. Scope of Contract 19
2. Sectional Completion of Works 19
3. Possession of Site 19
4. The Contractor's Obligations 19
5. Performance Security 20
6. Site Investigation Reports 20

7. Warranty 20
8. Liability of the Contractor 20
9. Termination for Other Causes 20
10. Dayworks 21
11. Program of Work 21
12. Instructions, Inspections and Audits 21
13. Advance Payment 21
14. Progress Payments 21
15. Operating and Maintenance Manuals 22

Section V. Special Conditions of Contract 23

Section VI. Specifications 25

Section VII. Drawings 42

Section VIII. Bill of Quantities 43

Section IX. Checklist of Technical and Financial Documents 44

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 for the project titled *"Construction of Concrete Humps and Rehabilitation of Sitel 1 Service Road (Re-bid)"***

1. The **Philippine Economic Zone Authority – Baguio City Economic Zone**, through the **2023 Corporate Budget** intends to apply the sum of ***Two Million Nine Hundred Thirty-Three Thousand Eight Hundred Thirty-Six Pesos and Eighty-One Centavos Only (PhP2,933,836.81)*** being the Approved Budget for the Contract (ABC) to payments under the contract for *PR23-02-06*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Philippine Economic Zone Authority – Baguio City Economic Zone** now invites bids for the above Procurement Project. Completion of the Works is required *to be finished within forty-five (45) calendar days*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

4. Interested bidders may obtain further information from **Philippine Economic Zone Authority – Baguio City Economic Zone** and inspect the Bidding Documents at the address given below from **8am to 5pm, Mondays to Fridays**.

   PEZA-BCEZ Admin. Building, Loakan Road, Baguio City

5. A complete set of Bidding Documents may be acquired by interested bidders on *March 23, 2023* from given address *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of* ***Five Thousand Pesos Only (PhP5,000.00)*****.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees *which will be presented in person.*

6. The **Philippine Economic Zone Authority – Baguio City Economic Zone** will hold a Pre-Bid Conference on *March 30, 2023 @ 2:00 p.m.* at *the 3F Conference Room, BCEZ Admin Building* 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 *April 11, 2023 @ 1:00 p.m.* 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 *April 11, 2023 @ 1:30 p.m* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The **Philippine Economic Zone Authority – Baguio City Economic** 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:

    Engr. JC King B. Manansala
    PEZA-BCEZ Admin. Building, Loakan Road, Baguio City
    jc.manansala@peza.gov.ph / bcezemd@peza.gov.ph
    (074) 447 4154 / (074) 447-4155

12. You may visit the following websites:

    For downloading of Bidding Documents:
    http://www.peza.gov.ph/index.php/bid-opportunities

March 22, 2023

PAUL M. CODAMON
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Economic Zone Authority – Baguio City Economic Zone** invites Bids for the "**Construction of Concrete Humps and Rehabilitation of Sitel 1 Service Road (Re-bid)"**, with Project Identification Number *PR23-02-06*.

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 *2023* in the amount of ***Two Million Nine Hundred Thirty-Three Thousand Eight Hundred Thirty-Six pesos and Eighty-One Centavos Only (PhP2,933,836.81)***.

2.2. The source of funding is:

GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

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

5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address ***3F Conference Room, BCEZ Admin, Loakan Road, Baguio City*** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the

Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

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

10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. *Payment of the contract price shall be made in:* Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until *[indicate date]*. 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

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.2</td><td>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:

Similar Category of Work:
Roads: Construction/Rehabilitation of Portland Cement Concrete Pavements</td></tr>
<tr><td>7.1</td><td>Subcontracting is not allowed.</td></tr>
<tr><td>10.3</td><td>Current and Valid PCAB License and registration:

At least
Size Range: <u>Small B</u></td></tr>
<tr><td>10.4</td><td>The key personnel must meet the required minimum years of experience set below:
<table>
<tr><th><u>Key Personnel</u></th><th><u>Qualification and Experience</u></th></tr>
<tr><td></td><td></td></tr>
<tr><td>Project Engineer</td><td>• Shall be a Registered Civil Engineer;
• Shall have at least three (3) years of experience in horizontal construction;
• Shall render full time services as-required for this Project.</td></tr>
<tr><td>Materials Engineer</td><td>• Shall be a Registered Civil Engineer with at least three (3) years of experience in the construction industry and materials and quality control, duly accredited by DPWH;
• Shall render full time services as-required for this Project.</td></tr>
<tr><td>Lead Person (formerly/also known as “Foreman”)</td><td>• Shall have at least five (5) years of experience in the construction industry for horizontal structures;
• With a background in similar projects; and
• Shall render full-time services as required for this Project.</td></tr>
<tr><td>Safety Officer (SO)</td><td>• Certified by an accredited safety organization in Construction Occupational Safety and Health (COSH) as prescribed by Department of Labor and Employment (DOLE)
• Must have at least three (3) years’ experience as a Safety Officer in the</td></tr>
</table>
</td></tr>
</table>

		construction industry. • **Shall render full time services as-required for this Project.**
	First Aider	• With certificate of Training issued by RED CROSS in compliance to DOLE requirements for the approval of Construction Safety & Health Program (Required Upon issuance of Notice of Award) subject to D.O 98 Series of 2014: Submission of Construction Safety and Health Program Approved by the Department of Labor and Employment (DOLE). • Must have at least three (3) years' experience as a First Aider in the construction industry. • **Shall render full time services as required for this Project.**
10.5	The minimum major equipment requirements are the following: - 1 Concrete Cutter (14" blade – 4 ¾" cutting depth) - 1 Back Hoe with pavement breaker (0.80 cu.m.) - 1 Dump Truck (12cu. yd.) - 1 Grader/Spreading equipment - 1 Vibratory roller (10mt) - 1 Plate Compactor (5hp) - 1 One Bagger Mixer - 1 Bar Cutter	
11.1	Bidders shall submit three (3) copies of the Technical and Financial components of its bid (a) Financial Bid Form as prescribed in ITB Clause 11. • Bidders shall accomplish the prescribed "FINANCIAL BID FORM (please refer to FORM A);". (b) Duly signed Bill of Quantities (BOQ). • Print in size A4 paper (8.27" x 11.35"); • Every page must be signed by the Bidder's duly authorized representative and should be submitted as part of the financial bid documents; (c) Detailed Unit Price Analysis (DUPA): detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid. • Print in a size-A4 paper (8.27" x 11.35");	

	• Every page must be signed by the Bidder's duly authorized representative and should be submitted as part of the financial bid documents; **<u>REMINDERS:</u>** • Bids not addressing or providing all of the required items in the bidding document including, where applicable, BOQ shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or "-" (dash) for the said item would mean that it is being offered for free to the Government [Sec. 32.2.1(a) of the 2016 Revised IRR of RA 9184];
12	*Not Applicable*
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than **₱58,676.74** [the amount equivalent to two percent (2%) of ABC*]*, 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 **₱146,691.84** [the amount equivalent to five (5%) of ABC*]* if bid security is in Surety Bond.
19.2	Partial bids are NOT allowed
20	*No further instructions*
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as: 1. Duly signed Construction Schedule and S-curve; 2. Duly signed Manpower Schedule; 3. Duly signed Construction Methodology in narrative form; 4. Duly signed Equipment Utilization Schedule; 5. Duly signed Organizational Chart for the Project; and 6. Construction Safety and Health Program approved by the DOLE, and other acceptable tools of project scheduling.

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

GCC Clause	
2	Completion Period: The project shall be completed within **Forty-five (45) calendar days** from receipt of the Notice to Proceed to be issued by PEZA.
4.1	Upon receipt of the Notice to Proceed, the Contractors Representative shall immediately coordinate with the PEZA-BCEZ Engineering and Maintenance Division for instruction/briefing prior to implementation
6	Site investigation reports are based on actual site inspection by the bidder's representative in coordination with *Engr. JC King B. Manansala* to determine if there are differences between the actual site conditions and the details presented in the bidding documents.
7.2	*[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]* Five (5) years. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period of five (5) years from the date of issuance of the Certificate of Final Acceptance by PEZA.
10	*Not Applicable*
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ***five (5)* 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 percent (1%) percent of the progress billing**.
13	Upon written request of the contractor, and subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184, advance payment in amount not exceeding fifteen percent (15%) of the total contract price shall be made in one (1) lump sum payment.
14	The first Progress Payment shall be paid only upon completion of at least 20% of the work and certified by the Procuring Entity's Representative. • Should be accomplished using the contractor's letterhead; Materials and equipment delivered on the site but not completely put in place **shall not** be included for payment.
15.1	The following documents shall be submitted by the Contractor and it shall include the submission of complete and final "As-Built Drawings": 1. One (1) set of original copy in 20" x 30" sheets (drawn on a **tracing paper**) signed and sealed by the contractor, supervising project engineer; 2. One (1) set of blue print copies in 20" x 30" sheets signed by authorized representative and sealed by appropriate project engineers; 3. Complete set of electronic files in USB Thumb Drive of "AS-BUILT PLANS" in PDF and CAD format;

	4. Complete set of electronic and printed copies of colored photos in *jpeg-format* **with date and time** stamp demonstrating **before**, **during**, and **after** construction works The period, by which above-cited documents are required to be submitted, shall be **within ten (10) calendar days prior to the issuance of Certificate of Completion**.
15.2	Release of Final Payment shall be made only upon the submission of the "As-Built Drawings" by the Contractor and issuance of Certificate of Completion as recommended by PEZA-BCEZ's authorized representative/s or End User of the project and subject to the approval of the signatory of the Contract or the Head of the Procuring Entity.

Section VI. Specifications

The latest and current DPWH Standard Specifications for Public Works and Highways ("Blue Book") shall be adopted for the implementation of the project unless otherwise specified herein.

All Materials to be used must be **BRAND NEW** as applicable.

In particular, Volume II of the Blue Book shall be used if the Contract pertains to Highways, Bridges, and Airports. Volume III of the Blue Book shall be used if the Contract pertains to Buildings, Flood Control and Drainage, or Water Supply. The Blue Book incorporates standards of the American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and American Concrete Institute (ACI), among others, pertaining to construction.

Additional specification per Item of Work:

Item A.1. – Removal of Existing PCC Pavement

Quantity and Unit: approximately 905.52 sq.m.

This Item shall consist of the removal wholly or in part, and satisfactory disposal of all buildings, fences, structures, old pavements, abandoned pipe lines, and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed off under other items in the Contract. It shall also include the salvaging of designated materials and backfilling the resulting trenches, holes, and pits.

In this item, the contractor shall properly dispose any construction debris that were removed.

Material(s) to be used:

1. None

Equipment to be used:

1. Backhoe with Pavement Breaker
2. Backhoe with Bucket
3. Dump Trucks
4. Concrete Cutter (14" Blade – 4 ¾" Cutting Depth) – For Humps

5. Minor Tools

Payment will be made as per actual accomplishment based on Bill of Quantities

Item A.2. – Removal of Existing Sidewalk

Quantity and Unit: approximately 114.50 sq.m.

This Item shall consist of the removal wholly or in part, and satisfactory disposal of all buildings, fences, structures, old pavements, abandoned pipe lines, and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed off under other items in the Contract. It shall also include the salvaging of designated materials and backfilling the resulting trenches, holes, and pits.

In this item, the contractor shall properly dispose any construction debris that were removed.

Material(s) to be used:
1. None.

Equipment to be used:
1. Backhoe with Pavement Breaker
2. Backhoe with Bucket
3. Dump Trucks
4. Minor Tools

Payment will be made as per actual accomplishment based on Bill of Quantities

Item A.3. – Removal of Existing Curb and Gutter

Quantity and Unit: approximately 251.70 ln.m.

This Item shall consist of the removal wholly or in part, and satisfactory disposal of all buildings, fences, structures, old pavements, abandoned pipe lines, and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed off under other items in the Contract. It shall also include the salvaging of designated materials and backfilling the resulting trenches, holes, and pits.

In this item, the contractor shall properly dispose any construction debris that were removed.

Material(s) to be used:

1. None.

Equipment to be used:

1. Backhoe with Pavement Breaker
2. Backhoe with Bucket
3. Dump Trucks
4. Minor Tools

Item B.1. – Subgrade Preparation

Quantity and Unit: approximately 1,183.79 sq.m.

This Item shall consist of the preparation of the subgrade for the support of overlying structural layers. It shall extend to full width of the roadway. Unless authorized by the Engineer, subgrade preparation shall not be done unless the Contractor is able to start immediately the construction of the pavement structure.

Material(s) to be used:

1. None.

Equipment to be used:

1. Road Grader/Spreading Equipment
2. Vibratory Roller (10mt)
3. Plate Compactor (5hp) – for Humps
4. Minor Tools

Payment will be made as per actual accomplishment based on Bill of Quantities

Item B.2. – Aggregate Subbase Course

Quantity and Unit: approximately 236.76 cu.m.

This item shall consist of furnishing, placing and compacting an aggregate subbase course on a prepared subgrade in accordance with this Specification and

the lines, grades and cross-sections shown on the Plans, or as directed by the Engineer.

Sieve Designation		Mass Percent Passing
Standard, mm	US Standard	
50	2″	100
25	1″	55-85
9.5	3/8″	40-75
0.075	No. 200	0-12

Material(s) to be used:

1. Aggregate Subbase Course, (Crushed Stone) – Use 1″ mix with 3/8″ Size

Equipment to be used:

1. Road Grader/Spreading Equipment
2. Vibratory Roller (10mt)
3. Plate Compactor (5hp) – for Humps
4. Minor Tools

Payment will be made as per actual accomplishment based on Bill of Quantities

Item C.1. – PCC Pavement (Unreinforced) 0.23m thk., 3,500 psi @ 7 Days (Premix Concrete/Ready Mix)

Quantity and Unit: approximately 861.02 sq.m.

This Item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with this Specification and in conformity with lines, grades, thickness and typical cross section shown on the Plans.

For Course Aggregate:

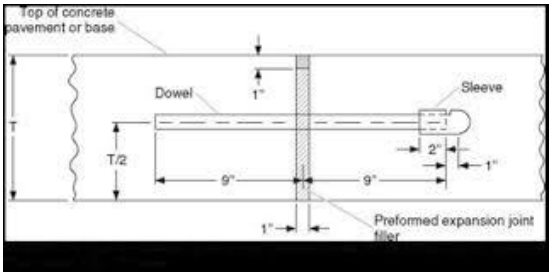
Sieve Designation		Mass Percent Passing
Standard, mm	US Standard	
75	3″	100
63	2-1/2″	90-100
50	2″	-
37.50	1-1/2″	25-60
25	1″	-
19	¾″	0-10
12.50	½″	0-5
4.75	No. 4	-

For Fine Aggregate:

Sieve Designation	Mass Percentage Passing
9.5mm (3/8″)	100
4.75mm (No. 4)	95-100
2.36mm (No.8)	-
1.18mm (No.16)	45-80
0.60mm (No. 30)	-
0.30mm (No. 50)	5-30
0.15mm (No.100)	0-10

Material(s) to be used:

1. Reinforcing Steel Bar – Dowels – 16mm diameter (Grade 60)
2. Curing Compound
3. Asphalt Sealant
4. Premix Concrete/Ready Mix Concrete (3,500 psi @ 7 Days)
    - Portland Cement Type 1
    - Use 1-1/2" Course Aggregate
    - Use 1.18mm size Fine Aggregate
    - Additive for 7 days Curing Period
5. Diamond Blade 14" diameter
6. Pipe Sleeve, 2" – for rebars



7. Grease/Tar – for Forms

Equipment to be used:

1. Concrete Vibrator
2. Manual Concrete Screeder
3. Concrete Cutter (14" Blade – 4 ¾" Cutting Depth)
4. Bar Cutter – For dowels
5. Steel Forms (must have tongue and groove joint)
6. Minor Tools

Additional Instructions:

- No manual concrete mixing. (Mano-mano)
- No complete equipment no concrete pouring.
- 1 set consisting of 3 samples prepared per 75cu.m. or 1 set for each pouring day for beam sample.
- Samples shall be randomly pick by the Project in Charge/Project Designer.
- Samples will be tested for flexural at 7 days only.
- The Contractor shall provide the mold for the samples – 150mm x 150mm x 500mm Steel Beam Molds.
- The strength level of the concrete will be considered satisfactory if the averages of all sets of three (3) consecutive strength test results equal or exceed the specified strength, fc" and no individual strength test result is deficient by more than 15% of the specified strength, fc". Concrete deemed to be not acceptable using the above criteria may be rejected unless the Contractor can provide evidence, by means of core tests, that the quality of concrete represented by failed test results is acceptable in place. At least three (3) representative cores shall be taken from each member or area of concrete in place that is considered deficient. The location of cores shall be

determined by the Engineer so that there will be at least impairment of strength of the structure. The obtaining and testing of drilled cores shall be in accordance with AASHTO T 24. Concrete in the area represented by the cores will be considered adequate if the average strength of the cores is equal to at least 85% of, and if no single core is less than 75% of, the specified strength, fc". If the strength of control specimens does not meet the requirements of this Subsection, and it is not feasible or not advisable to obtain cores from the structure due to structural considerations, payment of the concrete will be made at an adjusted price due to strength deficiency of concrete specimens as specified hereunder:

Deficiency in Strength of Concrete Specimens, Percent (%)	Percent (%) of Contract Price Allowed
Less than 5	100
5 to less than 10	80
10 to less than 15	70
15 to less than 20	60
20 to less than 25	50
25 or more	0

- Reinforcing bars shall be tested first before installing/fabricating.
- Thickness determination by concrete core drilling on a lot basis, 5 holes per kilometer per lane shall be drilled.
- The Contractor shall execute the drilling of core samples.
- In calculating the average thickness of the pavement, individual measurements which are in excess of the specified thickness by more than 5 mm will be considered as the specified thickness plus 5 mm and measurement which are less than the specified thickness by more than 25 mm shall not be included in the average. When the average thickness for the lot is deficient, the contract unit price will be adjusted for thickness in accordance with table below.

Deficiency in the Average Thickness per lot (mm)	Percent (%) of Contract Price Per Lot
0 - 5	100
6 – 10	95

11 – 15	85
16 – 20	70
21 – 25	50
More than 25	Remove and Replace/No Payment

Note: No acceptance and final payment shall be made on completed pavement unless core test for thickness determination is conducted.

Payment will be made as per actual accomplishment based on Bill of Quantities

Item C.2. – PCC Humps (Unreinforced) 0.33m thk., 3,500 psi @ 7 Days (Premix Concrete/Ready Mix)

Quantity and Unit: approximately 44.66 sq.m.

This Item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with this Specification and in conformity with lines, grades, thickness and typical cross section shown on the Plans.

For Course Aggregate:

Sieve Designation		Mass Percent Passing
Standard, mm	US Standard	
75	3″	100
63	2-1/2″	90-100
50	2″	-
37.50	1-1/2″	25-60
25	1″	-
19	¾″	0-10

12.50	½"	0-5
4.75	No. 4	-

For Fine Aggregate:

Sieve Designation	Mass Percentage Passing
9.5mm (3/8")	100
4.75mm (No. 4)	95-100
2.36mm (No.8)	-
1.18mm (No.16)	45-80
0.60mm (No. 30)	-
0.30mm (No. 50)	5-30
0.15mm (No.100)	0-10

Material(s) to be used:

1. Reinforcing Steel Bar – Dowels – 16mm diameter (Grade 60)
2. Curing Compound
3. Asphalt Sealant
4. Ready Mix Concrete (3,500 psi @ 7 Days)
    - Portland Cement Type 1
    - Use 1-1/2" Course Aggregate
    - Use 1.18mm size Fine Aggregate
    - Additive for 7 days Curing Period

Equipment to be used:

1. Concrete Vibrator
2. Manual Concrete Screeder
3. Bar Cutter – For dowels
4. Minor Tools

Additional Instructions:

- No manual concrete mixing. (Mano-mano)

- No complete equipment no concrete pouring.
- 1 set consisting of 3 samples prepared per 75cu.m. or 1 set for each pouring day for beam sample.
- Samples shall be randomly pick by the Project in Charge/Project Designer.
- Samples will be tested for flexural at 7 days only.
- The Contractor shall provide the mold for the samples – 150mm x 150mm x 500mm Steel Beam Molds.
- The strength level of the concrete will be considered satisfactory if the averages of all sets of three (3) consecutive strength test results equal or exceed the specified strength, fc" and no individual strength test result is deficient by more than 15% of the specified strength, fc". Concrete deemed to be not acceptable using the above criteria may be rejected unless the Contractor can provide evidence, by means of core tests, that the quality of concrete represented by failed test results is acceptable in place. At least three (3) representative cores shall be taken from each member or area of concrete in place that is considered deficient. The location of cores shall be determined by the Engineer so that there will be at least impairment of strength of the structure. The obtaining and testing of drilled cores shall be in accordance with AASHTO T 24. Concrete in the area represented by the cores will be considered adequate if the average strength of the cores is equal to at least 85% of, and if no single core is less than 75% of, the specified strength, fc". If the strength of control specimens does not meet the requirements of this Subsection, and it is not feasible or not advisable to obtain cores from the structure due to structural considerations, payment of the concrete will be made at an adjusted price due to strength deficiency of concrete specimens as specified hereunder:

Deficiency in Strength of Concrete Specimens, Percent (%)	Percent (%) of Contract Price Allowed
Less than 5	100
5 to less than 10	80
10 to less than 15	70
15 to less than 20	60
20 to less than 25	50
25 or more	0

- Reinforcing bars shall be tested first before installing/fabricating.
- Thickness determination by concrete core drilling on a lot basis, 5 holes per kilometer per lane shall be drilled.

- The Contractor shall execute the drilling of core samples.
- In calculating the average thickness of the pavement, individual measurements which are in excess of the specified thickness by more than 5 mm will be considered as the specified thickness plus 5 mm and measurement which are less than the specified thickness by more than 25 mm shall not be included in the average. When the average thickness for the lot is deficient, the contract unit price will be adjusted for thickness in accordance with table below.

Deficiency in the Average Thickness per lot (mm)	Percent (%) of Contract Price Per Lot
0 - 5	100
6 – 10	95
11 – 15	85
16 – 20	70
21 – 25	50
More than 25	Remove and Replace/No Payment

Note: No acceptance and final payment shall be made on completed pavement unless core test for thickness determination is conducted.

Payment will be made as per actual accomplishment based on Bill of Quantities

Item C.3. – Concrete Curb and Gutter, Class A/Type A (Cast in Place)

Quantity and Unit: approximately 251.70 ln.m.

This Item shall consist of the construction of curb and gutter either Precast or Cast in place, made of concrete in accordance with this Specification at the location, and in conformity with the lines, grades, dimensions and design, shown on the Plans or as required by the Engineer.

For Course Aggregate:

Sieve Designation		Mass Percent Passing				
Standard Mm	Alternate US Standard	Class A	Class B	Class C	Class P	Class Seal

63	2-1/2”	100	100	100	100	100
50	2”	95 – 100	95 – 100	90 – 100	95 – 100	95 – 100
37.5	1-1/2”	-	-	40 – 70	-	-
25	1”	35 – 70	35 – 70	0 – 15*	20 – 55	25 – 60
19.0	¾”	-	-		0 – 10*	-
12.5	½”	10 – 30	10 – 30			0 – 10*
9.5	3/8”	0 - 5	- 0 - 5			
4.75	No.4					

For Fine Aggregate:

Sieve Designation	Mass Percentage Passing
9.5mm (3/8”)	100
4.75mm (No. 4)	95-100
2.36mm (No.8)	-
1.18mm (No.16)	45-80
0.60mm (No. 30)	-
0.30mm (No. 50)	5-30
0.15mm (No.100)	0-10

Material(s) to be used:

1. Portland Cement Type 1
2. Use 1.18mm size Fine Aggregate
3. Use 1” Course Aggregate
4. Marine Plywood ½” thk. – formworks
5. Good Lumber – formworks
6. Assorted CWN – formworks
7. Miscellaneous

Equipment to be used:

1. Concrete Vibrator
2. One Bagger Mixer
3. Minor Tools

Additional Instructions:

- No manual concrete mixing. (Mano-mano)
- No complete equipment no concrete pouring.
- 1 set consisting of 3 samples prepared per 75cu.m. or 1 set for each pouring day for cylinder sample.
- Samples shall be randomly pick by the Project in Charge/Project Designer.
- Samples will be tested for compression at 7 days, 14 days, and 28 days.
- The Contractor shall provide the mold for the samples – 150mm x 300mm Steel Cylinder Molds.
- The strength level of the concrete will be considered satisfactory if the averages of all sets of three (3) consecutive strength test results equal or exceed the specified strength, fc" and no individual strength test result is deficient by more than 15% of the specified strength, fc". Concrete deemed to be not acceptable using the above criteria may be rejected unless the Contractor can provide evidence, by means of core tests, that the quality of concrete represented by failed test results is acceptable in place. At least three (3) representative cores shall be taken from each member or area of concrete in place that is considered deficient. The location of cores shall be determined by the Engineer so that there will be at least impairment of strength of the structure. The obtaining and testing of drilled cores shall be in accordance with AASHTO T 24. Concrete in the area represented by the cores will be considered adequate if the average strength of the cores is equal to at least 85% of, and if no single core is less than 75% of, the specified strength, fc". If the strength of control specimens does not meet the requirements of this Subsection, and it is not feasible or not advisable to obtain cores from the structure due to structural considerations, payment of the concrete will be made at an adjusted price due to strength deficiency of concrete specimens as specified hereunder:

Deficiency in Strength of Concrete Specimens, Percent (%)	Percent (%) of Contract Price Allowed
Less than 5	100
5 to less than 10	80
10 to less than 15	70
15 to less than 20	60
20 to less than 25	50
25 or more	0

Payment will be made as per actual accomplishment based on Bill of Quantities

Item C.4. – Sidewalk, Class A/Type A (100mm thk.)

Quantity and Unit: approximately 114.50 sq.m.

This Item shall consist of the construction of asphalt or Portland Cement concrete sidewalk in accordance with this Specification and to the lines, grades, levels and dimensions shown on the Plans, or as required by the Engineer.

For Course Aggregate:

Sieve Designation		Mass Percent Passing				
Standard Mm	Alternate US Standard	Class A	Class B	Class C	Class P	Class Seal
63	2-1/2"	100	100	100	100	100
50	2"	95 – 100	95 – 100	90 – 100	95 – 100	95 – 100
37.5	1-1/2"	-	-	40 – 70	-	-
25	1"	35 – 70	35 – 70	0 – 15*	20 – 55	25 – 60
19.0	¾"	-	-		0 – 10*	-
12.5	½"	10 – 30	10 – 30			0 – 10*
9.5	3/8"	0 - 5	- 0 - 5			
4.75	No.4					

For Fine Aggregate:

Sieve Designation	Mass Percentage Passing
9.5mm (3/8")	100
4.75mm (No. 4)	95-100
2.36mm (No.8)	-
1.18mm (No.16)	45-80
0.60mm (No. 30)	-
0.30mm (No. 50)	5-30
0.15mm (No.100)	0-10

Material(s) to be used:

1. Portland Cement Type 1
2. Use 1.18mm size Fine Aggregate
3. Use 1" Course Aggregate
4. Asphalt Sealant
5. Good Lumber – formworks
6. Curing Compound

Equipment to be used:

1. Concrete Vibrator
2. One Bagger Mixer
3. Concrete Cutter (14" Blade – 4 ¾" Cutting Depth)
4. Minor Tools

Additional Instructions:

- No manual concrete mixing. (Mano-mano)
- No complete equipment no concrete pouring.
- 1 set consisting of 3 samples prepared per 75cu.m. or 1 set for each pouring day for cylinder sample.
- Samples shall be randomly pick by the Project in Charge/Project Designer.
- Samples will be tested for compression at 7 days, 14 days, and 28 days.
- The Contractor shall provide the mold for the samples – 150mm x 300mm Steel Cylinder Molds.
- The strength level of the concrete will be considered satisfactory if the averages of all sets of three (3) consecutive strength test results equal or exceed the specified strength, fc" and no individual strength test result is deficient by more than 15% of the specified strength, fc". Concrete deemed to be not acceptable using the above criteria may be rejected unless the Contractor can provide evidence, by means of core tests, that the quality of concrete represented by failed test results is acceptable in place. At least three (3) representative cores shall be taken from each member or area of concrete in place that is considered deficient. The location of cores shall be determined by the Engineer so that there will be at least impairment of strength of the structure. The obtaining and testing of drilled cores shall be in accordance with AASHTO T 24. Concrete in the area represented by the cores will be considered adequate if the average strength of the cores is equal to at least 85% of, and if no single core is less than 75% of, the specified strength, fc". If the strength of control specimens does not meet the requirements of this Subsection, and it is not feasible or not advisable to obtain cores from the structure due to structural considerations, payment of the concrete will be made at an adjusted price due to strength deficiency of concrete specimens as specified hereunder:

Deficiency in Strength of Concrete Specimens, Percent (%)	Percent (%) of Contract Price Allowed

Less than 5	100
5 to less than 10	80
10 to less than 15	70
15 to less than 20	60
20 to less than 25	50
25 or more	0

Payment will be made as per actual accomplishment based on Bill of Quantities

Item D.1. Painting Works (Reflectorized Traffic Paint – Humps)

Quantity and Unit: approximately 44.66 sq.m.

This Item shall consist of furnishing and applying all paint materials including vehicles, pigments, pastes, driers, thinners and mixed paints for steel and wooden structures; sampling testing and packing; preparation of the surface and application of paint to structures.

Material(s) to be used:

1. Epoxy Paint Primer (1 – Coat)
2. Reflectorized Traffic Paint (2 – Coats, Yellow and Black)
3. Consumables

Equipment to be used:

1. Minor Tools

Payment will be made as per actual accomplishment based on Bill of Quantities

Item G.1. – Mobilization/Demobilization

Quantity and Unit: 1 lot

This item shall consist of mobilization and demobilization of manpower and equipment.

Material(s) to be used:

1. None

Equipment to be used:

1. Depends on the number of manpower and equipment to be used in this project.

Payment will be made as per actual accomplishment based on Bill of Quantities

Item G.2. – Safety, Security, and Health Provision

Quantity and Unit: 1 lot

This item shall consist of the safety, security, and health of all workers/tenants/clients/employees affected by this project.

Material(s) to be used:

1. Safety boots (rental) of each worker
2. Safety helmets/hard hats (rental) of each worker
3. Safety gloves (rental) of each worker
4. Safety shirt (long sleeves)/vest(reflectorized) (rental) of each worker
5. 1 set of Covid Prevention Kit (Mask, alcohol, etc.)
6. 1 complete set of First Aid Kit
7. Caution Tape
8. 1 set of Safety Barricades/Signages

Equipment to be used:

1. None

Additional Instructions:

- No Proper PPE, No Work.
- Temporary PEZA ID Pass per worker/employee is required.
- Contractor shall coordinate with PEZA-FCU for scheduling of Safety Orientation before starting the project.

Payment will be made as per actual accomplishment based on Bill of Quantities

Section VII. Drawings

Please see attached “Annex A” (9 pages)

Section VIII. Bill of Quantities

Item No.	Unit	Item Description		Unit Cost	Total Cost
PART A		**SITE PREPARATION**			
Item A.1.	**sq.m.**	Removal of Existing PCC Pavement	**905.52**		
Item A.2.	**sq.m.**	Removal of Existing Sidewalk	**114.50**		
Item A.3.	**ln.m.**	Removal of Existing Curb and Gutter	**251.70**		
PART B		**EARTHWORKS**			
Item B.1.	**sq.m.**	Subgrade Preparation	**1,183.79**		
Item B.2.	**cu.m.**	Aggregate Subbase Course	**236.76**		
PART C		**CIVIL WORKS**			
Item C.1.	**sq.m.**	PCC Pavement (Unreinforced) 0.23m thk., 3,500 psi @ 7 Days (Premix Concrete/Ready Mix)	**861.02**		
Item C.2.	**sq.m.**	PCC Humps (Unreinforced) 0.33m thk., 3,500 psi @ 7 Days (Premix Concrete/Ready Mix)	**44.66**		
Item C.3.	**ln.m**	Concrete Curb and Gutter, Class A/Type A (Cast in Place)	**251.70**		
Item C.4.	**sq.m.**	Sidewalk, Class A/Type A (100mm thk.)	**114.50**		
PART D		**ARCHITECTURAL WORKS**			
Item D.1.	**sq.m.**	Painting Works (Reflectorized Traffic Paint - Humps)	**44.66**		
PART E		**OTHER GENERAL REQUIREMENTS**			
Item E.1.	**lot**	Mobilization/Demobilization	**1.00**		
Item E.2.	**lot**	Safety, Security, and Health Provision	**1.00**		
		TOTAL			

Name & Signature of Authorized Representative

Section IX. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

☐ (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 (please refer to FORM C); **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 (please refer to FORM D); **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 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; **and**

☐ (g) Original duly signed Omnibus Sworn Statement (OSS) (please refer to FORM F) **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.

Financial Documents

☐ (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (please refer to FORM G).

Class "B" Documents

☐ (i) 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** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

☐ (j) Original of duly signed and accomplished Financial Bid Form (please refer to FORM A); **and**

Other documentary requirements under RA No. 9184

☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**

☐ (l) 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**

☐ (m) Cash Flow by Quarter.

APPENDICES

The following forms that shall form part of the supplier's bid submission are downloadable in Microsoft Word form at this link:

https://www.gppb.gov.ph/downloadables.ph

Section X.
Bidding Forms

Form A

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: [name and address of Procuring Entity]

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

a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract];*

b. We offer to execute the Works for this Contract in accordance with the PBDs;

c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;

d. The discounts offered and the methodology for their application are: *[insert information]*;

e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties],* which are itemized herein and reflected in the detailed estimates,

f. Our Bid shall be valid within the 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 guidelines[1] for this purpose;

h. We are not participating, as Bidders, in more than one Bid in this bidding process,

[1] currently based on GPPB Resolution No. 09-2020

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: _____

Form B

AUTHORIZED REPRESENTATIVE FORM

I, _____ of _____, with

Print Name of Company Owner Print Name of Company

Office address at _____, hereby authorize _____or

Print Name of representative

designated representative(s) of _____ to appear on

Print Name of Company

my behalf for the signing of documents unless I have limited my authorization to the following authorization:

_____

_____

This authorization is effective on _____. By signing this for, I revoke any previous authorizations that I have signed with regards to my authorization. This authorization shall continue in effect until revoked by me in writing.

Sincerely,

_____

Name of Company Owner

____(*Date signed*)_____

Form C

STATEMENT OF ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

[shall be submitted with the Bid]

Name of Bidder: _____

Bidder's Address: -
_____

Name of Contract and Amount of Contract	a. Owner Name b. Address	Contract Duration	Date of Contract	Date of Delivery	Kinds of Goods	% of Accomplishment		Value of Outstanding Works/Uncompleted Portion
						Planned	Actual	
Government								
Private								
						Total Cost		

_____

Name and Signature of Authorized Representative

_____

Date

Form D

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

[shall be submitted with the Bid]

Name of Bidder: _____

Name of Contract	a. Date of the Contract b. Date Started c. Date of Completion	a. Contract Duration b. Address c. Telephone Nos.	Kinds of Goods Sold	Amount of Completed Contracts	Date Delivery	End-user's Acceptance/Official Receipt/Sales Invoice issued

_____

Name and Signature Authorized Representative

_____

Date

Bidder's Address: _____

Form E

Format of Curriculum Vitae (CV) for ALL Proposed Personnel to be assigned to the Project

CONTRACTOR'S LETTERHEAD

(Recent ID Photo)

Proposed Position:					
FULL NAME of Personnel:					
Profession:					
Years of Professional Experience:					
PRC ID NO. (Note: *attach photocopy of PRC ID*, if applicable)					
Reg. Date:					
Valid Until:					
PTR NO. ((Note: *attach photocopy of PTR receipt*, if applicable)					
Date & Place of Issue:					
Date of Birth:		Nationality		Years with the Firm/Entity	

INSTRUCTION:

This form should be accomplished and submitted as part of the Technical Documents.

RESPONSIBILITIES in relation to the Project:
Outline of Experience/s relative to Proposed Position in relation to the Project:
RELEVANT TRAININGS Attended (Attach photocopy of Certificate/s):
EDUCATION:

_____

SIGNATURE of the Proposed
Personnel over printed name

The **(bidder**) firmly commits to engage and assign the above person as (**position)** should the project be awarded.

SIGNATURE of Authorized Representative: _____

Name of Authorized Representative: _____

Position of Signatory: _____

Name of Bidder: _____

Address: _____

Tel. / Phone Number: _____

Email Address: _____

NOTE:

Compliance to Data Privacy Act. *PEZA is committed to safeguarding the privacy and security of your personal data. The information provided in this form shall only be used in accordance with the Data Privacy Act and for the purpose for which this document is submitted. All personal information shall be handled and used only by authorized PEZA personnel. Any transmittal of personal information shall only be made with the concerned departments or units.*

Form F

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;
   b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
   c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
   d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

Form G

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

Summary of the Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the 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.

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

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

NFCC = K (Current Assets – Current Liabilities) minus 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.

Where:

K = 15

NFCC = **PhP**_____

Attached are certified true copies of the Audited Financial Statements stamped "RECEIVED" by the BIR for the years_____and_____, including the Auditor's

/Accountant's Certificate.

Date: _____

Submitted by:

Authorized Signature

Name & Title of Authorized Signatory Name of Bidder

Bidder's Address Contact Number

Republic of the Philippines
gppb
Government Procurement Policy Board