PHILIPPINE BIDDING DOCUMENTS

Proposed Improvement of MEZ Secondary Gates
(Gates 1,2,4&5)

ABC Php2,024,602.58

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 8
Section II. Instructions to Bidders..... 11
1. Scope of Bid.....12
2. Funding Information 12
3. Bidding Requirements.....12
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices 12
5. Eligible Bidders.....13
6. Origin of Associated Goods.....13
7. Subcontracts 13
8. Pre-Bid Conference.....13
9. Clarification and Amendment of Bidding Documents.....13
10. Documents Comprising the Bid: Eligibility and Technical Components.....14
11. Documents Comprising the Bid: Financial Component 14
12. Alternative Bids 15
13. Bid Prices 15
14. Bid and Payment Currencies.....15
15. Bid Security.....15
16. Sealing and Marking of Bids.....15
17. Deadline for Submission of Bids 16
18. Opening and Preliminary Examination of Bids 16
19. Detailed Evaluation and Comparison of Bids.....16
20. Post Qualification.....16
21. Signing of the Contract 16
Section III. Bid Data Sheet..... 18
Section IV. General Conditions of Contract 21
1. Scope of Contract.....22
2. Sectional Completion of Works.....22
3. Possession of Site.....22
4. The Contractor's Obligations.....22
5. Performance Security.....22
6. Site Investigation Reports 23

7. Warranty....23
8. Liability of the Contractor....23
9. Termination for Other Causes....23
10. Dayworks....23
11. Program of Work....24
12. Instructions, Inspections and Audits....24
13. Advance Payment....24
14. Progress Payments....24
15. Operating and Maintenance Manuals....24
Section V. Special Conditions of Contract.... 26
Section VI. Specifications.... 28
Section VII. Drawings.... 41
Section VIII. Bill of Quantities.... 46
Section IX. Checklist of Technical and Financial Documents.... 50

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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c. The deadline for the submission and receipt of bids; and

d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

PHILIPPINE ECONOMIC ZONE AUTHORITY

Invitation to Bid for Proposed Improvement of MEZ Secondary Gates (Gates 1,2,4&5)

1. The **Philippine Economic Zone Authority**, through the Approved Corporate Budget for the Year 2024 intends to apply the sum of **Two Million Twenty-four Thousand Six Hundred Two Pesos and 58/100 Centavos (ABC Php2,024,602.58)** being the Approved Budget for the Contract (ABC) to payments under the contract for Proposed Improvement of MEZ Secondary Gates (Gates 1,2,4&5) and Project Identification Number 2024-005. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Philippine Economic Zone Authority** now invites bids for the above Procurement Project. Completion of the Works is required ninety days from the issuance of the Notice to Proceed (NTP). 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 **MEZ BAC Secretariat** and inspect the Bidding Documents at the address given below from Monday to Friday from 8:00am to 5;00pm.

5. A complete set of Bidding Documents may be acquired by interested bidders on 17 July 2024 from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos only [Php5,000.00]. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person,, or through email.

6. The **Philippine Economic Zone Authority** will hold a Pre-Bid Conference[1] on 25 July 2024 at 10:00 AM at MEZ Function Hall, 2nd Floor, PEZA MEZ Administration Building, Mactan Economic Zone, Lapu-lapu City, and/or through videoconferencing via MS Teams through the link, **https://tinyurl.com/fzj7ua3m**, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below, on or before **07 August 2024 at 10:00 AM**. Late bids shall not be accepted.

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

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 **07 August 2024 at 10:00** am at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. In the case the above date is declared a special non-working holiday, it will automatically be reset on the next working day.

11. The **Philippine Economic Zone Authority** 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.

12. For further information, please refer to:

    Secretariat, MEZ Bids and Awards Committee
    Philippine Economic Zone Authority
    Administration Building, AAI Compound
    Mactan Economic Zone, Lapu-lapu City
    Email: *mirzi.lamosao@peza.gov.ph**;** mezbac@peza.gov.ph*
    Telephone number: 032-340-0593

13. You may visit the following websites:

    For downloading of Bidding Documents:
    1.PEZA Website: **http://www.peza.gov.ph/index.php/bid-opportunities**
    2.Philgeps Website

17 July 2024

ARNEL M. SUYU
MEZ BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **Philippine Economic Zone Authority** invites Bids for the Proposed Improvement of MEZ Secondary Gates (Gates 1,2,4&5), with Project Identification Number **PEZA MEZ 2024-005**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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 Approved Corporate Budget for the Year 2024 in the amount of **Two Million Twenty-four Thousand Six Hundred Two Pesos and 58/100 Centavos (ABC Php2,024,602.58)**.

2.2. The source of funding is:

a. GOCC and GFIs, the 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:

a. 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 MEZ Function Hall, 2nd Floor, PEZA MEZ Administration Building, Mactan Economic Zone, Lapu-lapu City, and/or through videoconferencing via MS Teams 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:

a. 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 two copies 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

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

a. Information that specifies and complements provisions of the ITB must be incorporated.

b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

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:
1) Any civil works.

2) Completed within the last five (5) years prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td>Subcontracting is not allowed.</td></tr>
<tr><td>10.3</td><td>PCAB License with classifications under General Engineering, General Building, Category C or D, Size Range Small B</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>General Experience</u></th><th><u>Relevant Experience</u></th></tr>
<tr><td>Project Manager</td><td>5</td><td>3</td></tr>
<tr><td>Project Engineer</td><td>5</td><td>3</td></tr>
<tr><td>Construction Foreman</td><td>5</td><td>3</td></tr>
<tr><td>Safety Officer</td><td>3</td><td>2</td></tr>
</table></td></tr>
<tr><td>10.5</td><td>The minimum major equipment requirements are the following:
<table>
<tr><th><u>Equipment</u></th><th><u>Capacity</u></th><th><u>Number of Units</u></th></tr>
<tr><td>Electric Grinder</td><td>1.5KW</td><td>1</td></tr>
<tr><td>Welding Machine</td><td>200amp</td><td>1</td></tr>
<tr><td>Genset</td><td>5KVa</td><td>1</td></tr>
</table></td></tr>
<tr><td>12</td><td>[Insert Value Engineering clause if allowed.]</td></tr>
<tr><td>15.1</td><td>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 <u>Php40,492.05</u> [Insert 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 <u>Php101,230.13</u> [Insert five percent (5%) of ABC] if bid security is in Surety Bond.</td></tr>
<tr><td>19.2</td><td>Partial bids are not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</td></tr>
<tr><td>20</td><td>Within a non-extendable period of five (5) calendar days from receipt by the bidder of the Notice from the BAC that the bidder has the Lowest/ Single Calculated Bid (L/SCB) the bidder shall submit and/or present the following requirements for post qualification:

1. Latest income and business tax returns; BIR Form 1701Q and BIR Form 2550Q within the last six months preceding the date of bid submission, filed through e-FPS.
2. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;</td></tr>
</table>

	3. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; 4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR) 5. Audited Financial Statements stamp received by the BIR or BIR-accredited institutions.
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling. Shop drawings and project bar chart/ S-Curve and PERT/CPM

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

a. Information that complements provisions of the GCC must be incorporated.

b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date is ninety (90) calendar days from receipt of Notice to Proceed
4.1	Upon receipt of the Notice to Proceed, the Contractors Representative shall immediately coordinate with the Engineering Maintenance Division for instruction/briefing prior to implementation.
6	The site investigation reports are: Conduct of Site Inspection is required.
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.
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid. b.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within [4] 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%) of the contract amount].
13	The amount of the advance payment is shall not exceed 15% of the total contract price and schedule of payment.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which operating and maintenance manuals are required is [five days upon completion]. The date by which "as built" drawings are required is [five (5) upon 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 [equivalent to one percent (1%) of the contract price].

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current 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 Procuring Entity's Representative'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 Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

Republic of the Philippines
Philippine Economic Zone Authority

Mactan Economic Zone
Lapu-Lapu City

PROJECT TITLE	:	PROPOSED IMPROVEMENT OF MEZ SECONDARY GATES (GATES 1, 2, 4 & 5)
LOCATION	:	GATES 1, 2, 4 & 5, MACTAN ECONOMIC ZONE, BGRY. IBO, LAPU-LAPU CITY

APPROVED BUDGET OF CONTRACT : PHP 2,024,602.58

I. BACKGROUND

The PEZA through the approved allocation of its Corporate Operating Budget (COB) for C.Y 2024 intends to apply the sum of **Two Million Twenty-Four Thousand Six Hundred Two Pesos and 58/100 Centavos (PhP 2,024,602.58)** for project "Proposed Improvement of MEZ Secondary Gates (Gates 1,2, 4 & 5)" through the guidelines as per R.A 9184 and its Implementing Rules and Regulations.

II. GENERAL REQUIREMENTS

A. SCOPE

The CONTRACTOR will provide technical supervision, skilled personnel, tools, equipment and suitable highest quality materials within the specified period to complete the project on the following locations:

- Gate 1, 1st Avenue
- Gate 2, 1st Avenue.
- Gate 4, 3RD St.
- Gate 5, 3rd St.

1. MOBILIZATION / DEMOBILIZATION

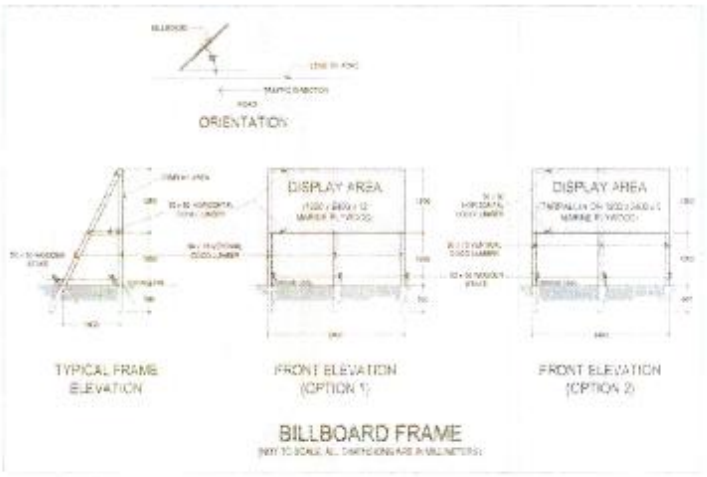
The contractor must have the necessary experience and expertise in the mobilization/demobilization of heavy equipment's used in the project.

Mobilization shall include transportation to the site of contractor's plant, materials, equipment, workers and furnishings and temporary facilities.

Demobilization shall include hauling and disposal of construction debris/excess materials, removal from the site of contractor's equipment and all temporary facilities. Demobilization also includes clean-up of the site after completion of the contract work.

2. PROJECT BILLBOARD

The CONTRACTOR shall install as per required, four (4) standard billboard size of (1200mm x 2400mm/4ft. 8ft.) and shall be strictly enforced. Project billboard shall be installed for government information projects to notify the public of the implementation of the project and to advise the road users of the on-going construction.



DPWH STANDARD PROJECT BILLBOARD

PEZA Name and Logo

3. CONSTRUCTION SAFETY & HEALTH and TRAFFIC MANAGEMENT

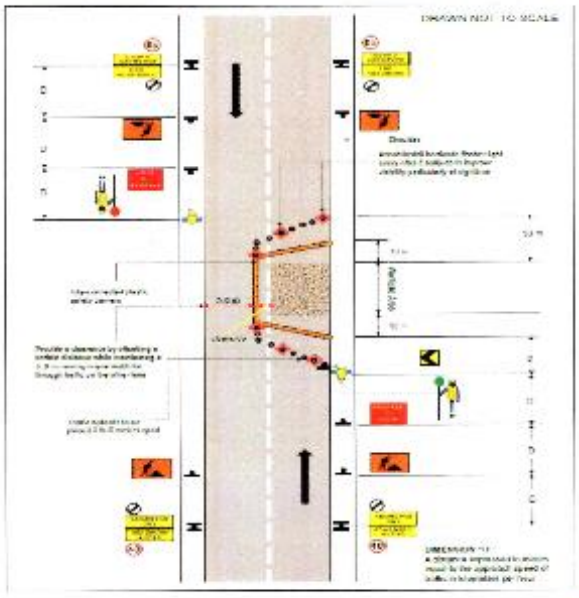
The CONTRACTOR shall submit appropriate Construction Safety and Health Program (CSHP) in accordance with DOLE D.O. no. 13, series of 1998. The proposed CSHP shall be approved by DOLE-BWC and shall submit a copy to the Authority.

The CONTRACTOR shall provide appropriate personal protective equipment. For general construction work, the required PPE for all workers but not limited to shall be safety helmet, safety gloves, safety shoes, safety vests, and protective shields and barriers whenever necessary by reason of the hazardous work process or environment.

Provide safety and warning signages. These will be posted in prominent positions at strategic location visible as far as possible.

All entrance/exits to and from the construction sites shall be properly protected so as prevent any danger to persons engaged in the road asphalt overlay activities using such entrances/exits in the performance of their work.

The contractor is responsible in the implementation of the traffic management procedures to ensure the safety of the road workers, road users, and manage potential hazards associated with the traffic environment during the project.



4. CARPENTRY AND JOINTRY WORKS

Unless otherwise specified, the Contractor shall furnish all materials, tools, equipment and labor required for the completion and satisfactory performance of work in strict compliance with this specifications and plans/drawings.

Lumber shall be of approved quality of the respective kinds required for the various parts of the work, well-seasoned, thoroughly dry and free from large, loose or unsound knots, cracks and other imperfections thereby impairing its strength, durability and appearance.

Framing lumber shall be of rough dimensions.
All exposed woodwork shall be smoothly dressed and well sandpapered.
All joints and connections shall be glued and nailed.

Rough lumber for framing and siding boards shall air dried or sun dried. Dressed lumber for exterior and interior finishing, for doors and windows, cabinets and flooring boards shall be kiln dried.

Plywood shall conform to the requirements of the Philippine Trade Standards 631-02.

5. CONCRETE WORKS

The item shall consist of furnishing, placing, and finishing concrete on buildings and related structures.

Portland cement
Only Type I Portland Cement shall be used unless otherwise specified. The measured cement shall be within (+) or (-) minus 2 percent of the design cement content.

Concrete Aggregates
Concrete aggregates shall conform to the requirements of subsection 311.2.2 and 311.1.3 under item 311 and ASTM C 33 for lightweight aggregates except that gradation shall conform to Class "A" requirements.

Except as permitted, the maximum size of the aggregates shall not be larger than one-fifth (1/5) of the narrowest dimensions between sides of forms of the member for which the concrete is to be used not larger than (3/4) of the minimum clear spacing between individual reinforcing bars, and in no case larger than 50mm (2") in diameter.

Water
Water used in mixing concrete shall be potable, clean and free from injurious effects of oils, acids, alkalis, salts, organic materials or other substances that are maybe deleterious to concrete and reinforcement. Water shall be tested in accordance with and shall meet the requirements of Item 714, Water.

Reinforcing Steel
This shall conform to the requirements specified under Reinforcing Steel Bars.

Curing
Curing materials shall conform to the requirements of Item 311.2.8

Forms
Plywood, metal, plastic materials, or surfaced lumber form shall be used for all concrete work whether cast-in-place or pre-cast, free from roughness and surface irregularities, substantially watertight and adequately braced and tied to prevent sag or movement when concrete is places.

Concrete Proportions and Consistency
The proportions of aggregates to cement for any concrete shall be such as to produce a mixture which will work readily with the corners and angles of the form all around reinforcement with the method of placing employed on the work, but without permitting the materials to segregate or excess free water to collect on the surface. The method of measuring concrete materials shall be such that the proportions can be accurately controlled and easily checked at any time during the work.

All concrete shall be mixed for a period of not less than 1 ½ minutes after all materials, including water, are in the mixer.

6. PAINTING WORKS

Paint, except, aluminum paint, shall consist of pigments of the required fineness and composition ground to the desired consistency in linseed oil in a suitable grinding machine, to which shall be added additional oil, thinner and drier as required.

7. MASONRY WORKS

The work includes furnishing and placing of concrete masonry units in conformity with the lines, grades and cross-sections shown or specified in the drawings.

Mortar and Grout
Portland cement shall be used for mortar or grout.
Mortar shall be freshly prepared and uniformly mixed in the ration of 1part Portland cement, damp loose sand and not less than 2 ½ and not more than 3 times the sum of the volume of the cement.

Grout for pouring shall be fluid consistency and mixed in the ratio by volumes, 1part Portland cement, 2 ½ minimum to 3 parts maximum damp loose sand where the grout space is less than 3" in its least dimension. Fluid consistency shall be as fluid as possible for pouring without the segregation of constituent parts.

Aggregates
Aggregates shall be clean, sharp, and well graded, and free from injurious amount of dust, lumps, shale, alkali, surface coatings and organic matter.

Water
Water shall free from deleterious quantities of acids, alkalis and organic materials.

Reinforcing Steel
Deformed steel bar reinforcement shall be rust free and conform to ASTM Designation A 305

Steel bar reinforcement shall to ASTM Designation A-15 or A16

Concrete Hollow Blocks
Average strength for non-load bearing concrete hollow blocks shall not be less than 700 psi and % water absorption of 240kg/cm3 max; Moisture content maximum of 45.

Average strength for load bearing concrete hollow blocks shall not be less than 1,000 psi and % water absorption of 240kg/cm3 max; Moisture content maximum of 45.

8. REINFORCING STEEL BARS

Bar reinforcement for concrete structures shall be deformed and rust free. The reinforcement to be used in the project shall deformed bars of high tensile strength class SD 40-70,000 and SD 60-90,000 and minimum yield strength of SD 40-275.9 Mpa and SD 60-415 Mpa and corresponding % of elongation as specified.

9. ELECTRICAL WORKS

All electrical installations shall conform with the Latest edition of the Phil. Electrical Code, rules and regulations of Local and National Authority concerned in the enforcement of the Electrical Laws, Municipal Ordinances and Government agencies having jurisdiction over the Project.

All electrical materials and equipment be used in this project shall be new and approved type for both location and purpose they intended.

All electrical installations shall be done under the direct supervision of a Duly licensed Electrical Engineer or Master Electrician.

II. STANDARD OF WORKMANSHIP, MATERIALS AND PERFORMANCE

The CONTRACTOR shall assign shall execute all works accordingly and workmanlike manner and shall do all necessary works whether its clearly specified in these specifications.

All Material shall be the standard product of reputable manufacturer and shall bear the name of the manufacturer.

All materials shall be subject to inspection and approval of the PEZA personnel in-charge. All the materials and equipment installed without prior approval of PEZA personnel in-charge shall be at the risk of rejection.

III. SITE PREPARATION

A. SITE PREPARATION

1. All existing structures and obstructions shall be removed and hauled outside MEZ.

2. Use every possible precaution to prevent damage to existing conditions to remain such as structures, utilities, walks on or adjacent to the site of the Work.

3. Provide barricades, fences, or other barriers to protect existing conditions to remain from damage during construction.

4. Restoration of affected structures shall also be included in the project.

IV. PUNCH LIST, CLEANING, CLEARING AND TURN-OVER

1. Correct all noted punch lists, defects and/or needed replacements identified and observed.
2. Restore to its original condition any facilities and fixtures that has been damaged arising during implementation, if any.
3. Clean, clearing of the area, and hauling and disposal of debris properly before turn-over.
4. Demobilize and turn-over the entire project for acceptance of MEZ or its authorized representative.

V. WARRANTY

1. The CONTRACTOR shall guarantee the work done to be free from defects for a period of one (1) year. Form of warranty shall be in accordance with the provisions in Section 62 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184.

VI. RESPONSIBILITIES OF THE CONTRACTOR

1. The principal features of the work do not in any way limit the responsibilities of the CONTRACTOR to the general description of his/her scope of work. He/she shall perform all the work fully and make operational to the intent of the project

2. The CONTRACTOR warrants that it is authorized to engage in and perform the Works; that it has inspected all relevant documents, and has informed itself fully as to the conditions which might affect the nature, extent, and the cost of the Works; that it has sufficient operating capital to perform and complete the Works; that it has sufficient and adequate equipment, parts, labor and materials that may be needed in the performance thereof; that it has the required knowledge, experience, skill and professional competence to undertake the same; and that it has experienced, skilled, and professionally equipped personnel to be assigned for this purpose.

3. The CONTRACTOR warrants that the method or process it will follow for the Works is the one that will best accomplish the desired results under the existing state of technology; that all materials it will supply or use shall be the best available or obtainable in accordance with the approved Contract and the instructions of the PEZA

4. The CONTRACTOR shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.

5. The CONTRACTOR shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. He/she shall provide/equip its workers with Personal Protective Equipment (PPE) during the course of construction/installation. He/she shall observe the Mactan Economic Zone's regulations to be issued together with the Work Permit.

6. The CONTRACTOR shall be responsible for securing MEZ issued work permits and compliance with other MEZ rules and regulations related to the construction works. All workers/engineers working at site are required to wear company uniforms indicating their company name.

7. The CONTRACTOR is not allowed to erect quarters for workers within MEZ premises; sleeping is also not allowed. CONTRACTOR's workers are limited to the designated working area only. Loitering around and inside the MEZ premises is not allowed.

8. The CONTRACTOR shall be responsible for clearing and cleaning of the designated project site of unused materials, left over and other debris at the site and disposal of the same outside of the MEZ premises. A daily inspection of the work area shall be conducted by the CONTRACTOR and MEZ or its authorized representative to ensure that the working area is clean and in order at all times.

9. The CONTRACTOR shall protect adjacent areas against any damage by his/her employees, or by his/her materials, equipment and tools during the execution of the work. Any damage done by him/her or his/her employees shall be repaired at his own expense, without additional compensation beyond the contract.

10. Permits, Laws, Ordinances and Standards – the installation provided for and specified herein shall comply with laws and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the CONTRACTOR. Said requirements shall be turned-over to MEZ upon project completion.

11. The CONTRACTOR shall assign a fulltime Project In-Charge (PIC')/Supervisor for the project to supervise the works mentioned herein. Said PIC/Supervisor must be the one to report on a weekly/monthly basis of the status/progress of the project as agreed during the kick-off meeting and who shall the one responsible for all coordination works with the MEZ or its authorized representative.

12. All other items of work not specifically mentioned but are necessary to complete the works in accordance with the plans and specifications and other related documents shall be provided by the CONTRACTOR at no additional cost to the MEZ.

VII. SUBMITTALS

1. Before commencing any work or providing any materials at the jobsite for this project, the CONTRACTOR shall submit samples, project Bar Chart/S-Curve and PERT/CPM Network Diagram for the MEZ's approval within five (5) calendar days upon receipt of Notice to Proceed.

2. The CONTRACTOR shall submit to MEZ, the proposed delivery of materials, tools and equipment, and manpower schedules for proper monitoring five (5) calendar days upon receipt of Notice to Proceed.

3. The CONTRACTOR shall submit samples and/or technical brochures of all materials to be used in the project within five (5) calendar days upon receipt of Notice to Proceed which include but may not be limited to the following for

4. MEZ's approval: a. Material list/brochures with technical specifications, b. Manufacturer's printed product installation instructions.

5. The CONTRACTOR is required to have a suitable Construction Safety and Health Program, which must be in accordance with Occupation Safety and Health (OSH) Standard, rules and issuances by the DOLE within five (5) calendar days upon receipt of Notice to Proceed. The program shall state the following:

   i. Composition of Construction Safety and Health Committee.
   ii. Specific safety policies which the CONTRACTOR shall observe at the area of construction which include but not limited to Fall Protection, Chemical Hazards, and Materials Handling and Storage.
   iii. Penalties and sanctions for violations of the program.
   iii. The manner of disposing waste arising from the construction.

v. The safety program shall also include the appointment of a full-time safety officer-in-charge of the implementation of the said program.

VIII. PEZA's RESPONSIBILITIES

1. The Engineering and Maintenance Division (EMD) shall be the main responsible unit in monitoring the implementation of the Works in accordance with the conditions of the Contract.

2. The PEZA shall constitute an Inspectorate Team which shall be responsible in assisting the EMD in recommending appropriate measures and improvements, when necessary, as well as to make preliminary inspection, submit a punch-list to the contractor and recommend the acceptance of the project for the approval of the concerned PEZA official.

3. Pay the contractor for the supply of materials, labor and equipment for the project "Proposed Improvement of MEZ secondary gates (gates 1,2,4 & 5)".

IX. PAYMENT SCHEDULE

1. The PEZA shall, upon a written request by the Contractor, allow an advance payment/mobilization fee in the amount not to exceed fifteen percent (15%) of the total contract price. The fee shall be paid only upon the submission to and acceptance by the PEZA of an irrevocable standby letter of credit of equivalent value from an accredited financial institution or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the PEZA.

2. The Contractor may submit a request for progress payment for every 50%, 75% and 100% work accomplishment. Progress payments maybe paid by the PEZA to the contractor upon Certification issued by the PEZA.

3. Progress payment shall be adjusted by deducting the amount in the recoupment of the advance payment, and additional retention money amounting to 15% and 10 % of the progress billing respectively.

4. The total "retention money" shall be due for release upon the request of the Contractor for the substitution of the retention money with an irrevocable letter of credit or surety bond callable on demand and upon issuance of the Certificate of Inspection and Acceptance by the PEZA.

X. PROJECT DURATION

1. The project duration covering the proposed improvement of MEZ secondary gates (Gates 1,2,4 & 5) works shall be for a period of **ninety (90) calendar days** from the issuance of Notice to Proceed (NTP).

2. The CONTRACTOR's proposed Work Plan shown in Gantt Chart, which is a mandatory part of the Technical Proposal, should provide a more detailed schedule of activities. Unless approved in writing by MEZ on the written request of the CONTRACTOR, the coverage - from mobilization to demobilization, should not extend beyond the derivable dates as indicated here below.

Work Clusters	Nth Cal-days from Contractor's Date of Issuance of Notice-to-Proceed	
	Start	Finish
1. Notice to Proceed	1st	1st
2. Mobilization of construction materials and consumables; deployment of personnel and equipment; secure necessary permits; provision of safety signage's and paraphernalia; and, submission of shop drawings and project bar cart/ S-Curve and PERT/CPM for MEZ's approval prior to project implementation	2nd	5th
3. Improvement of MEZ Secondary Gates (1,2,4 and 5)	6th	83rd
4. Punch-listing, Rectification of Punch-list items, Cleaning, Restoration of all affected facilities/areas/landscape, and other related fixtures due to works, and Project turn-over	84th	90th

JOSEPHUS D. CANDO
PDO I/PME

JESSALYN D. FLORES
PDO I/Electrical Engineer

LOUIE EVANS E. ESOTO
DIVISION CHIEF II, EMD

ARNEL M. SUYU
ZM/OIC-DM, OPERATIONS

EMMANUEL D. CORTERO
ZONE ADMINISTRATOR, MEZ

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

ELECTRICAL NOTES:

ALL ELECTRICAL WORKS AND INSTALLATIONS HEREIN SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST APPROVED EDITION OF THE PHILIPPINE ELECTRICAL CODE AND REGULATIONS OF THE LOCAL AND NATIONAL AUTHORITIES CONCERNED IN THE ENFORCEMENT OF ELECTRICAL LAW AND ORDINANCES

ALL ELECTRICAL INSTALLATIONS HEREIN SHALL BE DONE UNDER THE SUPERVISION OF A DULY LICENSED ELECTRICAL PRACTITIONER

ALL MATERIALS TO BE USED SHALL BE NEW AND APPROVED TYPE TO ANY PURPOSE INTENDED.

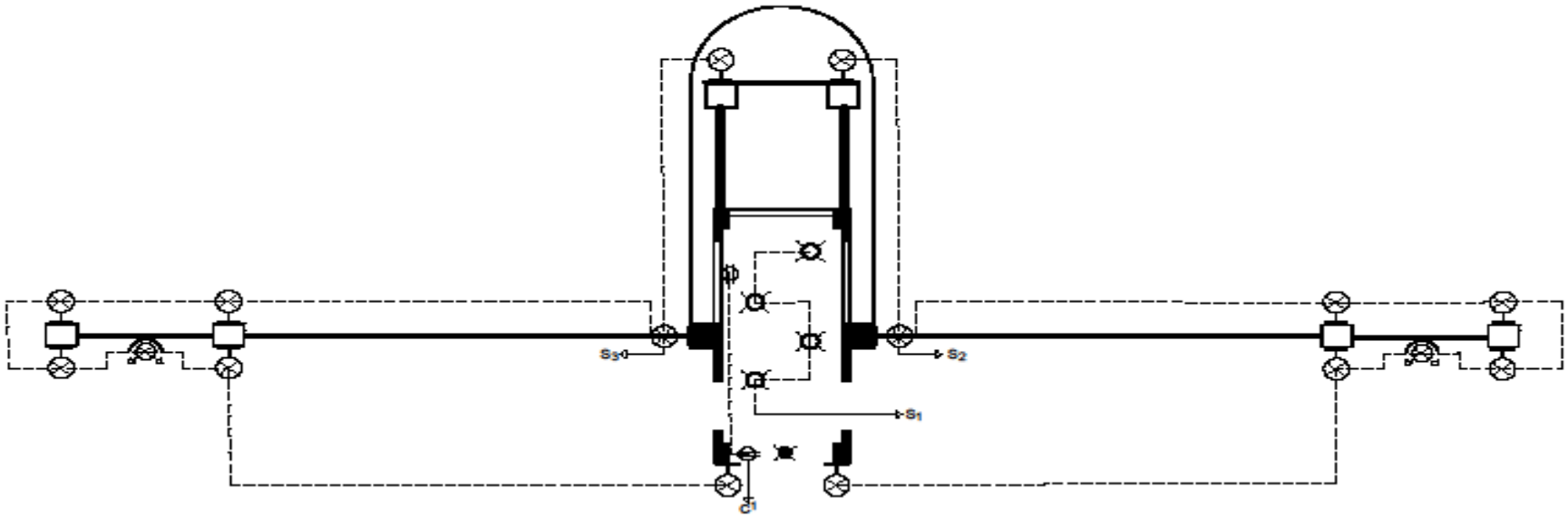
NO BRANCH CIRCUIT SHALL BE HAVE A LOAD OF MORE THAN 80% OF ITS RATING

ELECTRICAL REQUIREMENTS SHALL BE 220 VOLTS,1-PHASE, 60HZ, SUPPLY

LEGEND

	1 - 12 watts Pin Light
	2- 5 watts Wall Light
	Emergency Light
	1 - 200w Flood Light
	Convenience Outlet
S1	One - Gang Switch
S2	Two - Gang Switch
S3	Three - Gang Switch
	Switch and Circuit Line
	Switch and Circuit Run

LOCATION PLAN



ELECTRICAL LAY-OUT

FROM THE OFFICE OF :	PROJECT TITLE:	PREPARED BY:	CHECKED AND VERIFIED:	RECOMMENDING APPROVAL:	APPROVED BY:	SHEET NO.
PHILIPPINE ECONOMIC ZONE AUTHORITY	PROPOSED ELECTRICAL PLAN FOR GATE 1,2,4 & 5	JESSALYN D. FLORES PDO I / ELECTRICAL ENGINEER	LOUIE EVANS E. ESOTO DIVISION CHIEF II, EMD	ARNEL M. SUYU ZMOIC-OM, OPERATIONS	MR. EMMANUEL D. CORTERO ZONE ADMINISTRATOR, MEZ	E 1/1

SCOPES OF WORK:

GATE 1:

1. REMOVAL OF DOOR JAMBS
2. REPAINTING OF WALLING AND CEILING
3. REPLACEMENT OF CERAMIC FLOOR TILES
4. MINOR CORRECTION AND VARNISH APPLICATION OF WALL BRICKS
5. REMOVAL AND REPLACEMENT OF FIXED GLASS WINDOW
6. CONSTRUCTION OF NEW TRELLIS (SEE DETAILS)
7. RE-INSTALLATION OF GATE
8. INSTALLATION OF OPEN SHELVES
9. MINOR REPAIR, MODIFICATION AND RE-PAINTING OF GATE
10. INSTALLATION OF ID/GATE PASS HOLDER
11. ELECTRICAL WORKS

GATE 2:

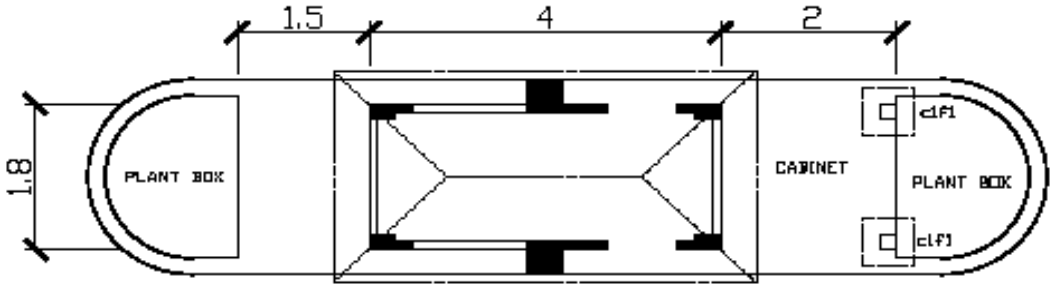
1. REMOVAL OF DOOR JAMBS
2. MINOR REPAIR OF CEILING
3. REPAINTING OF WALLING AND CEILING
4. REPLACEMENT OF CERAMIC FLOOR TILES
5. MINOR CORRECTION AND VARNISH APPLICATION OF WALL BRICKS
6. REMOVAL AND REPLACEMENT OF FIXED GLASS WINDOW
7. INSTALLATION OF OPEN SHELVES
8. CONSTRUCTION OF NEW TRELLIS (SEE DETAILS)
9. MINOR REPAIR, MODIFICATION AND RE-PAINTING OF GATE
10. INSTALLATION OF ID/GATE PASS HOLDER
11. ELECTRICAL WORKS

GATE 4:

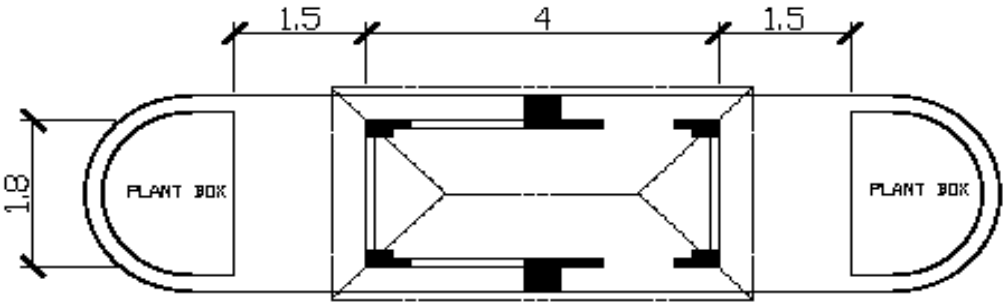
1. REMOVAL OF DOOR JAMBS
2. REPAINTING OF WALLING AND CEILING
3. REPLACEMENT OF CERAMIC FLOOR TILES
4. MINOR CORRECTION AND APPLICATION OF VARNISH APPLICATION OF WALL BRICKS
5. REMOVAL AND REPLACEMENT OF FIXED GLASS WINDOW
6. CONSTRUCTION OF NEW TRELLIS (SEE DETAILS)
7. INSTALLATION OF OPEN SHELVES
8. MINOR REPAIR, MODIFICATION AND RE-PAINTING OF GATE
9. INSTALLATION OF ID/GATE PASS HOLDER
10. ELECTRICAL WORKS

GATE 5:

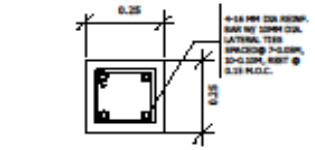
1. REMOVAL OF DOOR JAMBS
2. MINOR REPAIR OF CEILING
3. REPAINTING OF WALLING AND CEILING
4. REPLACEMENT OF CERAMIC FLOOR TILES
5. MINOR CORRECTION AND VARNISH APPLICATION OF WALL BRICKS
6. REMOVAL AND REPLACEMENT OF FIXED GLASS WINDOW
7. INSTALLATION OF OPEN SHELVES
8. CONSTRUCTION OF NEW TRELLIS (SEE DETAILS)
9. MINOR REPAIR AND RE-PAINTING OF GATE
10. INSTALLATION OF ID/GATE PASS HOLDER
11. ELECTRICAL WORKS



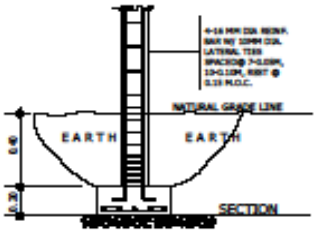
PROPOSED FLOOR PLAN

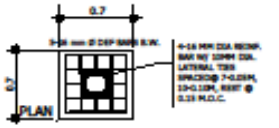


EXISTING FLOOR PLAN



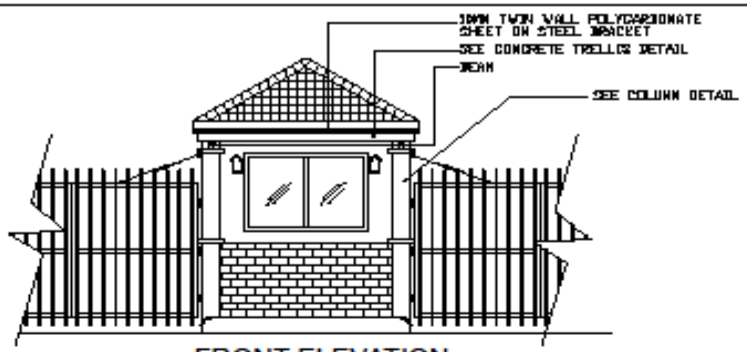
c1f1 DETAILS



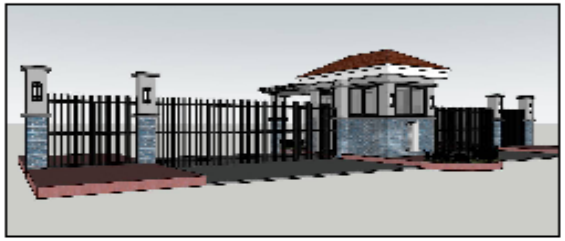


c1f1 DETAIL

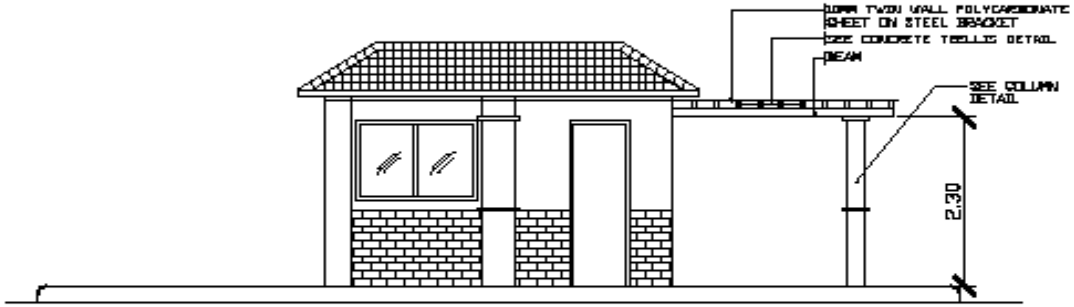
FROM THE OFFICE OF :	PROJECT TITLE:	PREPARED BY:	CHECKED AND VERIFIED:	RECOMMEDING APPROVAL:	APPROVED BY:	SHEET NO.
PHILIPPINE ECONOMIC ZONE AUTHORITY	PROPOSED IMPROVEMENT OF MEZ SECONDARY GATES	MARIA DINALYNN Z. FLORES ESO II/ARCHITECT	LOUIE EVANS E. ESOTO DIVISION CHIEF II, EMD	ARNEL M. SUYU ZM/OIC-OM, OPERATIONS	MR. EMMANUEL D. CORTERO ZONE ADMINISTRATOR, MEZ	A 1



FRONT ELEVATION



PERSPECTIVE

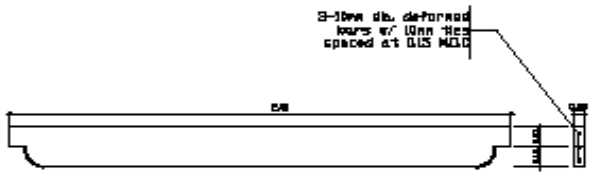


LEFT SIDE ELEVATION

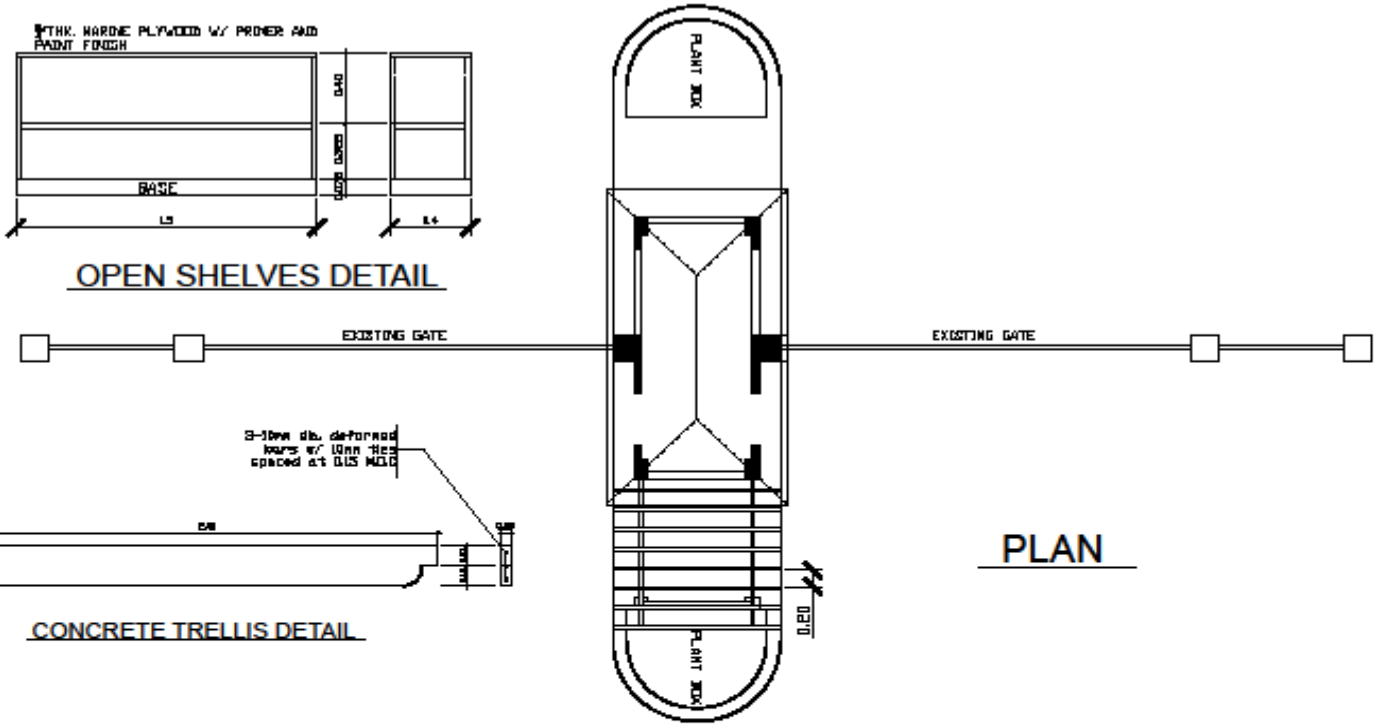
REAR ELEVATION

FROM THE OFFICE OF :	PROJECT TITLE:	PREPARED BY:	CHECKED AND VERIFIED:	RECOMMENDING APPROVAL:	APPROVED BY:	SHEET NO.
PHILIPPINE ECONOMIC ZONE AUTHORITY	PROPOSED IMPROVEMENT OF MEZ SECONDARY GATES	MARIA DINALYNN Z. FLORES ESO II/ARCHITECT	LOUIE EVANS E. ESOTO DIVISION CHIEF II, EMD	ARNEL M. SUYU ZMO/C-OM, OPERATIONS	MR. EMMANUEL D. CORTERO ZONE ADMINISTRATOR, MEZ	A 2

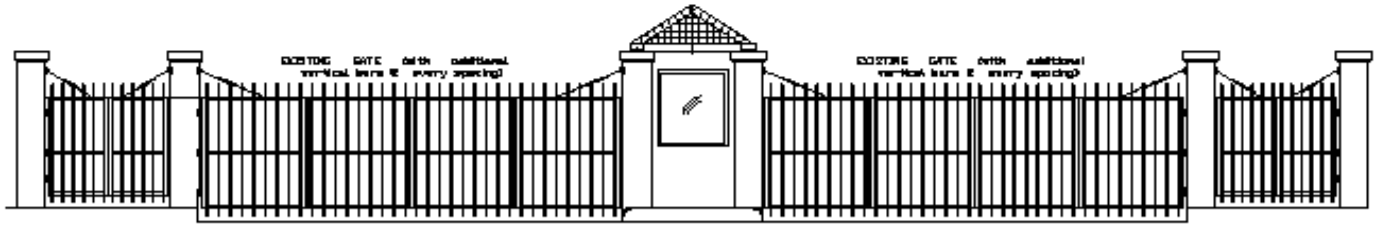
OPEN SHELVES DETAIL



CONCRETE TRELLIS DETAIL



PLAN



REAR ELEVATION

FROM THE OFFICE OF :	PROJECT TITLE:	PREPARED BY:	CHECKED AND VERIFIED:	RECOMMENDING APPROVAL:	APPROVED BY:	SHEET NO.
PHILIPPINE ECONOMIC ZONE AUTHORITY	PROPOSED IMPROVEMENT OF MEZ SECONDARY GATES	MARIA DINALYNN Z. FLORES ESO II/ARCHITECT	LOUIE EVANS E. ESOTO DIVISION CHIEF II, EMD	ARNEL M. SUYU ZM/OIC-DM, OPERATIONS	MR. EMMANUEL D. CORTERO ZONE ADMINISTRATOR, MEZ	A 3

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and

b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.

b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

Republic of the Philippines
Philippine Economic Zone Authority
Mactan Economic Zone
Lapu-Lapu City

Contract ID	:
Contract Name	: Proposed Improvement of MEZ Secondary Gates (Gates 1,2 4 & 5)
Location of Contract	: Mactan Economic Zone, Lapu-lapu City

BILL OF QUANTITIES

(Columns (1), (2), (3) and (4) are to be filled by the procuring entity)				*(Columns (5) and (6) are to be filled by the bidder)*	
Pay Item No. (1)	**Description (2)**	**Unit (3)**	**Quantity (4)**	**Unit Price (Pesos) (5)**	**Amount (Pesos) (6)**
1	Mobilization	Lot	1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)
2	Project Billboard/Signboard	Lot	1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)
3	Occupation Safety & Health Program, Traffic Mangement		1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)
4	Removal of Door Jambs	Lot	1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)
5	Repainting of Walling and Ceiling	Lot	1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)
6	Replacement of Ceramic Floor Tiles	Lot	1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)
7	Replacement of Fixed Glass Window	Lot	1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)
8	Minor Correction and Varnish Application of Wall Bricks		1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)

9	Construction of New Trellis (Gates 1,2,4 & 5		1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)
10	Reinstallation of Gate (Gate 1) and Repainting of Gates (1,2,4 & 5)		1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)
11	Installation of Open Shelves (0.6 x 1.80 m, 2 layers)		1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)
12	Electrical Works	Lot	1	In Words: (Pesos) In Figures: (PhP)	In Figures: (Php)

Submitted by:

_____ Date _____

Name and Signature of Bidder's Representative

_____

Position

_____

Name of Bidder

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

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; **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 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) **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).

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; **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 shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; **and**

☐ (m) Cash Flow by Quarter.

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

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

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

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

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

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

f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;

g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines[1] 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

---

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

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: _____

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
   c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

   [If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards

Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

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

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

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

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

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

    a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
        i. Procuring Entity has no claims filed against the contract awardee;
        ii. It has no claims for labor and materials filed against the contractor; and
        iii. Other terms of the contract; or

    b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, IF ANY, WHETHER SIMILAR OR NOT IN NATURE AND COMPLEXITY TO THE CONTRACT TO BE BID

This is to certify that [NAME OF BIDDER] has the following ongoing and awarded but not yet started contracts:

A. NAME OF CONTRACT B. NATURE OF WORK C. LOCATION OF PROJECT	DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACTING PARTY A. BUSINESS NAME B. ADDRESS C. CONTACT NUMBER(S)	A. DATE STARTED B. TARGET DATE OF COMPLETION	% ACCOMPLISHMENT		VALUE OF OUTSTANDING WORKS/UNDELIVERED PORTION (PHP)	REMARKS
					PLANNED	ACTUAL		
Government								
Private								
					TOTAL COST		-	

Instructions:

a.) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of _____. (The day before the deadline of submission and opening of bids)

b.) The total cost of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

c.) This statement shall be supported with:
- i. Contract; or
- ii. Notice of Award (from contracting party), as applicable; or
- iii. Notice to Proceed (from contracting party), as applicable

d.) If there is **no ongoing contract** including awarded but not yet started as of the aforementioned period, **state NONE or N/A**.

e.) **This statement shall be completely filled up as required without any alterations to the format.**

_____
Name and Signature of Authorized Representative

_____
Date

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

This is to certify that **[NAME OF BIDDER]** has the following SLCC within **five (5)** years prior to the opening of bids.

A. NAME OF CONTRACT B. DEFINITION OR DESCRIPTION OF SIMILAR PROJECT C. LOCATION OF PROJECT	DATE OF CONTRACT	AMOUNT OF COMPLETED CONTRACT	CONTRACTING PARTY A. BUSINESS NAME B. ADDRESS C. CONTACT NO.	A. DATE AWARDED B. DATE STARTED C. DATE OF COMPLETION/DELIVERY/ CONTRACTING PARTY'S ACCEPTANCE	REMARKS
Government					
Private					

Instructions:

a.) This statement shall be supported with any of the following:
   i. Owner's Certificate of Final Acceptance; or
      - Name of project owner that issued the certificate;
      - Name of Contractor/Constructor;
      - Name of Contract; and
      - Contract Duration.
   ii. Final Rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES); or
   iii. Equivalent Document in case of Private Contracts

_____
Name and Signature of Authorized Representative

_____
Date

b.) **This statement shall be completely filled up as required without any alterations to the format.**

Republic of the Philippines
gppb
Government Procurement Policy Board