



J. H. CERILLES STATE COLLEGE

Mati, San Miguel, Zamboanga del Sur

BIDDING DOCUMENTS

**CONSTRUCTION OF REINFORCED CONCRETE WATER
TANK STAND AT JHCSC PAGADIAN CAMPUS**

Reference No.: 11827807

Public Bidding No.: PB25-18

Sixth Edition

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



J. H. CERILLES STATE COLLEGE

Mati, San Miguel, Zamboanga del Sur

Email address: bac@jhsc.edu.ph

Website: <http://www.jhsc.edu.ph/>

INVITATION TO BID FOR THE

CONSTRUCTION OF REINFORCED CONCRETE WATER TANK STAND AT JHCSC PAGADIAN CAMPUS

1. J. H. Cerilles State College, through the STF 2025 (Fund 164) intends to apply the sum of **ONE MILLION SEVENTY-FOUR THOUSAND PESOS ONLY. (PhP 1,074,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **CONSTRUCTION OF REINFORCED CONCRETE WATER TANK STAND AT JHCSC PAGADIAN CAMPUS**. Bids received in excess of the ABC shall be automatically rejected.
2. J. H. Cerilles State College now invites bids for the above Procurement Project. Completion of the Works is required within 70 calendar days. Bidders should have completed within five (5) years from the date of the deadline of submission of bids, a **SINGLE LARGEST COMPLETED 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. Interested bidders may obtain further information from JHCSC and inspect the Bidding Documents at the address given below from **Friday, 28 February 2025 to Friday, 21 March 2025, 8:00 AM – 5:00 PM**
4. A complete set of Bidding Documents may be acquired by interested Bidders **Friday, 28 February 2025 to Friday 21, March 2025** from BAC Secretariat and upon payment of **PHP5,000.00**, for the Bidding Documents.

Kindly coordinate with the Secretariat on the payment details. The Procuring Entity shall allow the bidders to present its proof of payment for the fees through the email address at bac@jhsc.edu.ph. It may also be downloaded for free of charge from the Philippine Government Electronic Procurement System (PhilGEPS) and the JHCSC website, provided that payment of the non-refundable fee as above for the Bid Documents shall be made prior to submission of bids. Payment of the bidding documents can be paid directly to the Cashier's Office of JHCSC or can be deposited through the JHCSC Landbank Account with the following details:

Landbank Account Name: **J. H. Cerilles State College**
Account No.: **0522-1109-90**

5. The J. H. Cerilles State College will hold a Pre-Bid Conference on **Friday, 7 March 2025, 10:00 AM** at BAC Office, J. H. Cerilles State College, Main Campus, Mati San Miguel, Zamboanga del Sur and/or through videoconferencing/webcasting via "Zoom/Google MEET", which shall be open to prospective bidders.
6. Bids must be duly received by the BAC Secretariat through manual submission at BAC Office, J. H. Cerilles State College, Main Campus, Mati San Miguel, Zamboanga del Sur on or **Friday, 21 March 2025 at 9:00 AM**. Late bids shall not be accepted.
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.
8. Bid opening shall be on **Friday, 21 March 2025, 10:00 AM** at BAC Office, J. H. Cerilles State College, Main Campus, Mati San Miguel, Zamboanga del Sur.
9. The J. H. Cerilles State College 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.

For further information, please refer to:

ENGR. ARCHEL B. BACUS

BAC Secretariat Chair

Cellphone No.: 099847839014

Email Address: bac@jhsc.edu.ph

Website: <http://www.jhsc.edu.ph>

Address: BAC Office, J. H. Cerilles State College Main campus,
Mati San Miguel Zamboanga del Sur



JOEL M. SABELLANO JR., DVM
Chairman, Bids and Awards Committee

SCHEDULE OF BIDDING ACTIVITIES (Subject to change)

No.	ACTIVITIES	DATE/SCHEDULE
1	Pre-Procurement Conference	Monday, February 24, 2025
2	Re-Posting/Advertisement (website, PhilGEPS, JHCSC Premises)	Friday, 28 February 2025 to Friday, 21 March 2025.
3	Issuance of Bid Documents	Friday, 28 February 2025 to Friday, 21 March 2025 (9:00AM to 5:00PM except Saturdays, Sundays and Holidays)
4	Pre-bid Conference	Friday, 7 March 2025 at 9:00 AM
5	Deadline for Request for Clarification, if any	Tuesday, 11 March 2025
6	Last day for the issuance of Supplemental/Bid Bulletin, if any	Friday, 14 March 2025
7	Deadline for submission of bids (BAC Office Main campus)	Friday, 21 March 2025
8	Opening of Bids	Friday, 21 March 2025 at 10:00 AM
9	Bid Evaluation	TBA
10	Sending of Notice to the Bidder with LCB advising them on the conduct of Post Qualification	TBA
11	Post Qualification on the Bidder with LCB or Succeeding LCB (if any)	TBA
12	BAC Deliberation on the results of Post Qualification	TBA
13	Issuance of BAC's Recommendation (Based on the results of Post Qualification)	TBA
14	Approval of BAC Resolution and Issuance of Notice of Award	TBA
15	Issuance of Notice to Proceed and Contract Signing	TBA

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **J. H. Cerilles State College** wishes to receive Bids for the project:

CONSTRUCTION OF REINFORCED CONCRETE WATER TANK STAND AT JHCSC PAGADIAN CAMPUS with Identification Number **PB25-18**.

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 **STF 2025 (Fund 164)** in the amount of **PHP 1,074,000.00**.

2.2. The source of funding is:

a. The Corporate Operating Budget, Approved by BOT.

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) within five (5) years that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

The Procuring Entity has prescribed that:

- a. Subcontracting is 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 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. In case of joint ventures, a special PCAB License, and registration for the type and cost of the contract for this Project, shall be required. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

10.4. A List of Contractor's key personnel (Project Engineers, Materials Engineers, Safety Officers, Foremen, Electrical Engineers or Electricians, Master Plumbers or Plumbers) 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

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 **120 days**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit Five (5) Copies of the First and second components of its Bid.

16.1. The 1st Envelope (Labeled as Technical Component Envelope) must be properly sealed and marked, it shall contain five (5) sets of hard copies of Technical Documents, one (1) set of documents (Labeled as Original Copy), and another four (4) sets of copies (Labeled as COPY 1, 2, 3, & 4)".

16.2 The 2nd Envelope (Labeled as Financial Component Envelope) must be properly sealed and marked; it shall contain five (5) sets of Financial Documents and one (1) set of documents (Labeled as Original Copy) and another four (4) sets of copies (Labeled as COPY 1, 2, 3, & 4)".

Documents submitted by the bidder should be in the same order as the Technical and Financial Documents checklist as provided in Section VIII of the Philippine Bidding Documents (PBD) with proper document tabbing to expedite evaluation during Bid opening.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time at its physical address as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause																			
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>a. <i>Similar Contract:</i> CONSTRUCTION OF WATER SUPPLY AT JHCSC PAGADIAN CAMPUS/ CONSTRUCTION OF REINFORCED CONCRETE WATER TANK STAND AT JHCSC PAGADIAN CAMPUS</p> <p>b. 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;</p> <p>c. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>																		
7.1	<i>Subcontracting is not allowed.</i>																		
10.3	A valid PCAB License is required.																		
10.4	<p>The key personnel should be of different persons and must meet the required minimum years of experience.</p> <p>Key personnel shall only take one specific function in the organization on this project, that is, two or more functions are not allowed (e.g. a Project Engineer can only take one slot function, and shall not function as both Project Engineer and Materials Engineer at the same time).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">General Experience</th> <th style="text-align: center;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1 - Materials Engineer</td> <td>License Material Engineer for at least 3 years</td> <td>At least 2 years experience as Material engineer</td> </tr> <tr> <td style="text-align: center;">1- Safety Officer</td> <td>Safety Officer Certificate</td> <td>At least 2 year experience as Safety officer</td> </tr> <tr> <td style="text-align: center;">1- Foreman</td> <td></td> <td>At least 3 years experience as Foreman on Building Projects</td> </tr> <tr> <td style="text-align: center;">3- Skilled Laborer</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">12 - Unskilled Laborer</td> <td></td> <td></td> </tr> </tbody> </table>	Key Personnel	General Experience	Relevant Experience	1 - Materials Engineer	License Material Engineer for at least 3 years	At least 2 years experience as Material engineer	1- Safety Officer	Safety Officer Certificate	At least 2 year experience as Safety officer	1- Foreman		At least 3 years experience as Foreman on Building Projects	3- Skilled Laborer			12 - Unskilled Laborer		
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Equipment</th> <th style="text-align: center;">Number of Units</th> </tr> </thead> <tbody> <tr> <td>One Bagger Mixer</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Bar Bender</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Bar Cutter</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Concrete Vibrator</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Welding Machine</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Equipment	Number of Units	One Bagger Mixer	1	Bar Bender	1	Bar Cutter	1	Concrete Vibrator	1	Welding Machine	1						
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12	<i>No further instructions.</i>																		
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than PHP 21,480.00, <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than PHP 53,700.00, <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.</p>																		
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.																		
20	<i>No further instructions.</i>																		

21	<p>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.</p> <ul style="list-style-type: none"> • Organizational Chart for the contract to bid; • Duly signed Bio-Data of Contractor's Key Personnel; • Duly notarized Affidavit of Commitment from the bidder's Key Personnel • Duly signed Construction Schedule, S-Curve and PERT-CPM Network Diagram • Duly signed Manpower Schedule • Duly signed Construction Method in narrative form • Certification of Site Inspection issued by the Manager or his authorized representative • Construction safety and health program approved by DOLE <i>(As stipulated in the DPWH Department Order No. 98, series of 2014, winning bidder may submit only a copy of this document prior to the contract approval, provided that the approved Construction Safety and Health Program should be submitted by the contractor to the Implementing Office concerned during the implementation stage, but not later than on the date the contractor files claim for advance payment or first progress billing)</i>
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

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

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

9. Termination for Other Clauses

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

GCC Clause	
2	<i>Project Duration is 70 CD.</i>
4.1	<i>Schedule of Delivery is in Full.</i>
6	The site investigation reports are: MATI, SAN MIGUEL, ZAMBOANGA DEL SUR
7.2	Fifteen (15) years.
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 10 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 1% of every Progress Billing of the Contractor.
13	The amount of the advance payment is 15% of the Contract Cost.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment. (Not applicable)
15.1	The date by which operating and maintenance manuals are required is "None" The date by which "as built" drawings are required is 7 calendar days after submission of the Letter of Completion.
15.2	No amount will be withheld for failing to submit "as built drawings within the date required. However, the approved As-Built Drawings shall form part of the requirements in processing the final Progress Billing payment.

Section VI. Specifications

Project: CONSTRUCTION OF REINFORCED CONCRETE WATER TANK STAND AT JHSC PAGADIAN CAMPUS
PB No.: PB25-18
ABC: PHP 1,074,000.00

Item Number	Description	Quantity	Statement of Compliance																										
1	<p>CONSTRUCTION OF REINFORCED CONCRETE WATER TANK STAND AT JHSC PAGADIAN CAMPUS Inclusive of:</p> <p>Materials</p> <p>Equipment to be used</p> <p>Labor</p> <p>The minimum equipment required are the following:</p> <table border="1" data-bbox="363 725 790 938"> <thead> <tr> <th>No.</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>One Bagger Mixer</td> </tr> <tr> <td>1</td> <td>Bar Bender</td> </tr> <tr> <td>1</td> <td>Bar Cutter</td> </tr> <tr> <td>1</td> <td>Concrete Vibrator</td> </tr> <tr> <td>1</td> <td>Welding Machine</td> </tr> </tbody> </table> <p>The key personnel should be of different persons and must meet the required minimum years of experience.</p> <p>Key personnel shall only take one specific function in the organization on this project, that is, two or more functions are not allowed (e.g. a Project Engineer can only take one slot function, and shall not function as both Project Engineer and Materials Engineer at the same time).</p> <table border="1" data-bbox="363 1256 790 1503"> <thead> <tr> <th>No.</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project Engineer</td> </tr> <tr> <td>1</td> <td>Materials Engineer</td> </tr> <tr> <td>1</td> <td>Safety Officer</td> </tr> <tr> <td>1</td> <td>Foreman</td> </tr> <tr> <td>3</td> <td>Skilled Laborer</td> </tr> <tr> <td>12</td> <td>Unskilled Laborer</td> </tr> </tbody> </table>	No.	Description	1	One Bagger Mixer	1	Bar Bender	1	Bar Cutter	1	Concrete Vibrator	1	Welding Machine	No.	Description	1	Project Engineer	1	Materials Engineer	1	Safety Officer	1	Foreman	3	Skilled Laborer	12	Unskilled Laborer	1 lot	<p>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance offered.</p> <p>Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross- referenced to that evidence as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post- qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause</p>
No.	Description																												
1	One Bagger Mixer																												
1	Bar Bender																												
1	Bar Cutter																												
1	Concrete Vibrator																												
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No.	Description																												
1	Project Engineer																												
1	Materials Engineer																												
1	Safety Officer																												
1	Foreman																												
3	Skilled Laborer																												
12	Unskilled Laborer																												

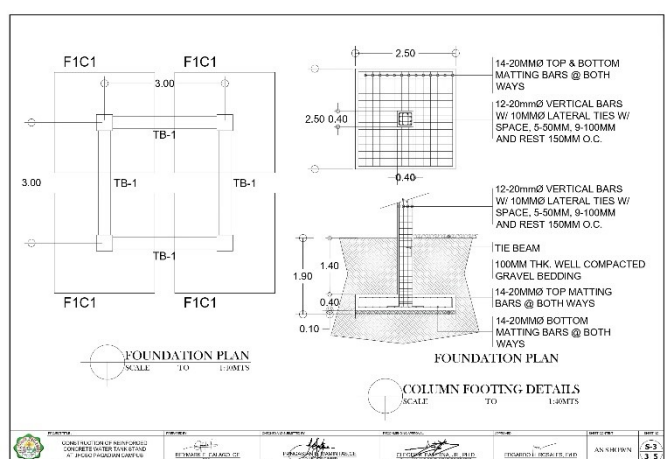
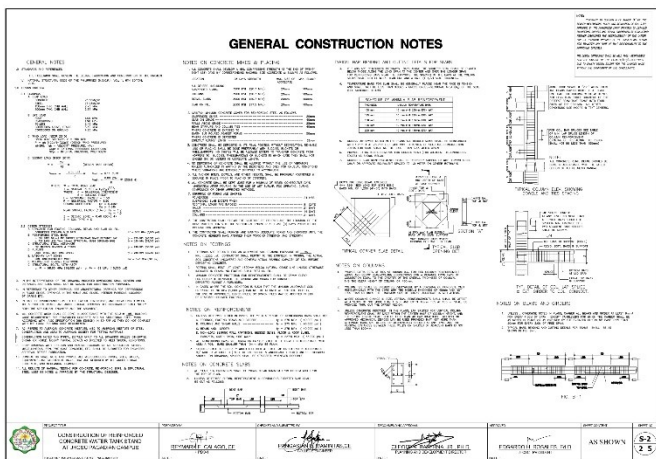
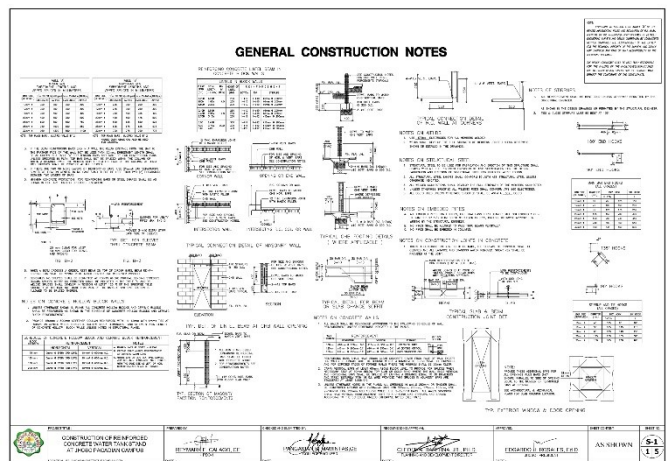
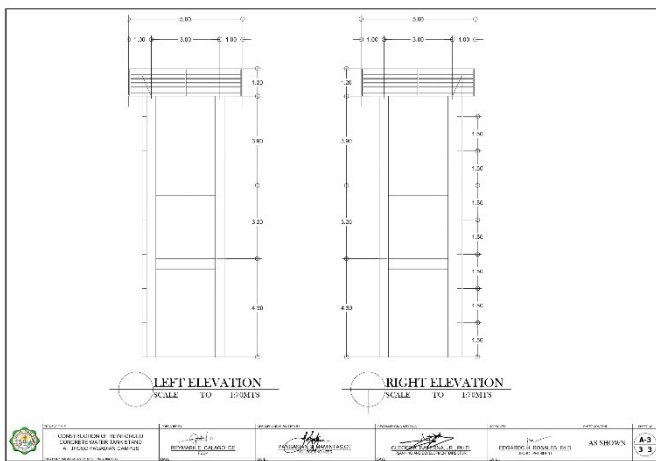
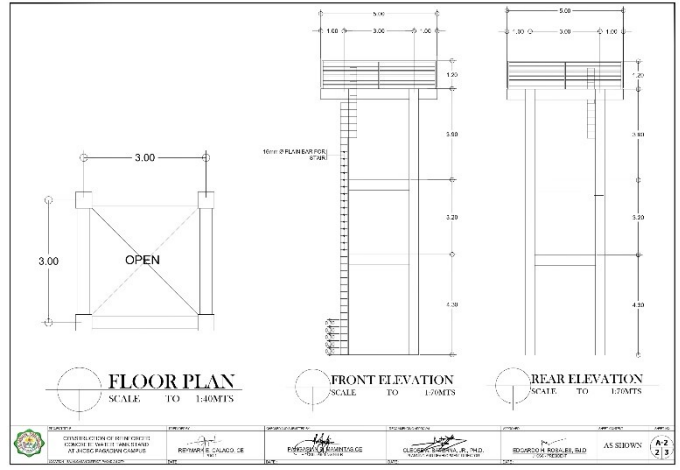
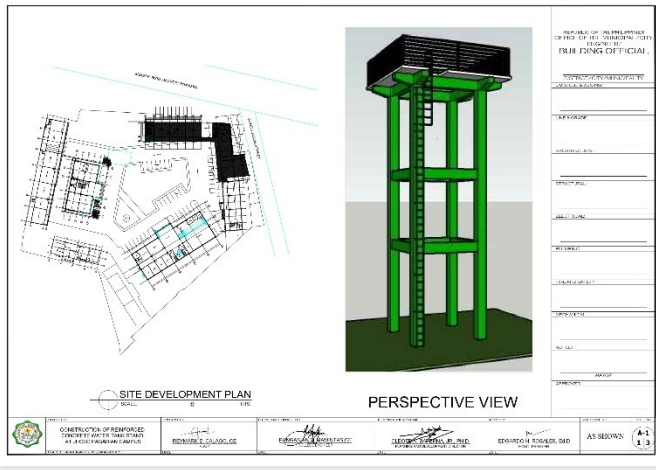
I hereby commit to comply with all the above technical specifications according to the lot that I bid. If found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

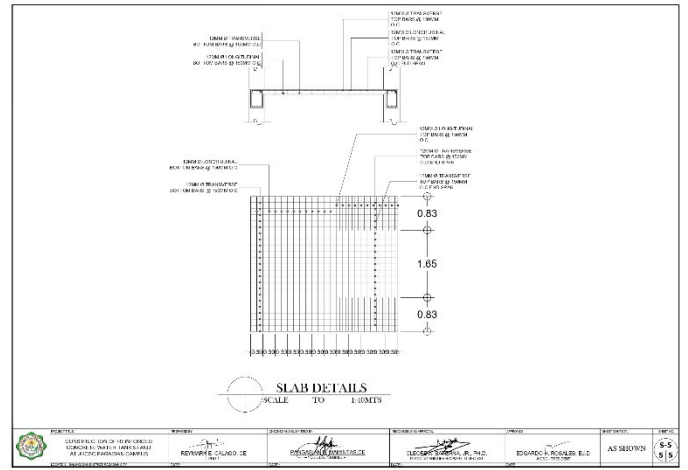
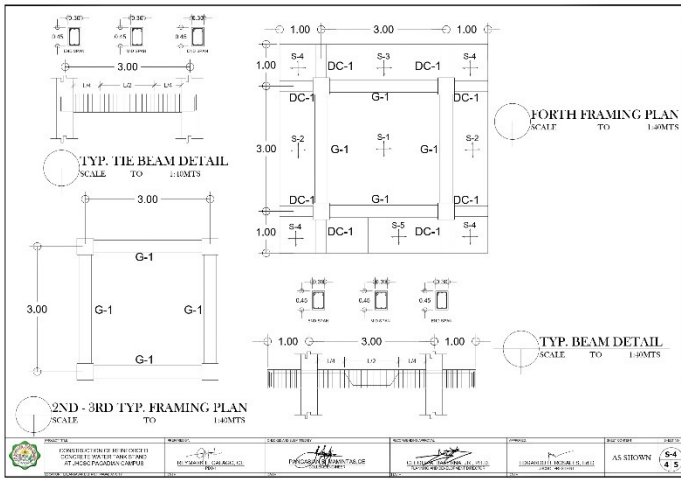
Signature over Printed Name

Position

Department/Division

Section VII. Drawings





Section VIII. Bill of Quantities



Project Title : CONSTRUCTION OF REINFORCED CONCRETE WATER TANK STAND AT JHCS PAGADIAN CAMPUS
 Project Location :BALANGASAN DISTRICT, PAGADIAN CITY

BILL OF QUANTITIES OF PROPOSED WORK

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
PART B OTHER GENERAL REQUIREMENTS (VOLUME III)					
B.5	Project Billboard / Sign Board	each	2.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
B.7(1)	Occupational Safety and Health Program	l.s.	1.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
B.9	Mobilization / Demobilization	l.s.	1.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
SUB-TOTAL PART B				Amount in Words Amount in Figures	
PART C EARTHWORKS (VOLUME III)					
803 (1)a	Structure Excavation (Common Soil)	cu.m	49.88	Amount in Words Amount in Figures	Amount in Words Amount in Figures
804 (1)a	Embankment (From Structure Excavation)	cu.m	29.07	Amount in Words Amount in Figures	Amount in Words Amount in Figures
804 (7)	Embankment (Gravel Bedding)	cu.m	0.66	Amount in Words Amount in Figures	Amount in Words Amount in Figures
SUB-TOTAL PART C				Amount in Words Amount in Figures	
PART D PLAIN AND REINFORCED CONCRETE (VOLUME III)					
900 (1)c2	Structural Concrete for Footings and Slab on Fill (Class A, 28 Days)	cu.m	10.50	Amount in Words Amount in Figures	Amount in Words Amount in Figures
900 (2)c4	Structural Concrete for Columns (Class A, 28 Days)	cu.m	8.60	Amount in Words Amount in Figures	Amount in Words Amount in Figures
900 (2)c5	Structural Concrete for Suspended Slab (Class A, 28 Days)	cu.m	3.13	Amount in Words Amount in Figures	Amount in Words Amount in Figures
900 (2)c6	Structural Concrete for Girders / Beams (Class A, 28 Days)	cu.m	7.35	Amount in Words Amount in Figures	Amount in Words Amount in Figures
902 (1)a1	Reinforcing Steel (Deformed), Grade 40	kgs.	6,997.58	Amount in Words Amount in Figures	Amount in Words Amount in Figures
903 (2)	Formworks and Falseworks	sq.m.	223.00	Amount in Words Amount in Figures	Amount in Words Amount in Figures
SUB-TOTAL PART D				Amount in Words Amount in Figures	
PART E FINISHINGS AND OTHER CIVIL WORKS (VOLUME III)					
1047 (2)a	Structural Steel	kgs.	513.45	Amount in Words Amount in Figures	Amount in Words Amount in Figures
SUB-TOTAL PART E				Amount in Words Amount in Figures	
GRAND TOTAL				Amount in Words Amount in Figures	

Section IX. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
And
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
And
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);
And
- (e) Philippine Contractors Accreditation Board (PCAB) license and registration.

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) within five (5) years similar to the contract to be bid, except under conditions provided under the rules; **and**
- (h) Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
- (j) Original copy of Notarized Bid Securing Declaration; **and** Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (Project Engineer, Materials Engineer, Safety Officer Foreman, License Electrical Engineer or Electrician Master Plumber or Plumber, Skilled Laborer, Unskilled Laborer), to be assigned to the contract to be bid, with their complete qualification and experience data as follows:
 - b.1. Duly Signed Bio-data of Contractor's Key Personnel;
 - b.2. Duly notarized affidavit of commitment Officer, from the bidder's key personnel;
 - b.3. Duly signed Manpower Schedule;
 - 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 for the duration of the project, as the case may be;
 - d. Duly signed Construction Method in narrative form;
 - e. Certification of Site Inspection issued by the Manager or his authorized representative.
- (k) Original duly signed Omnibus Sworn Statement (OSS) Revised, see Annex 4;
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

- (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;
or
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

- (n) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (o) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (p) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (q) Cash Flow by Quarter.

Section X. Bidding Forms



**LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING
 CONTRACTS AWARDED *BUT NOT YET STARTED***

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded		% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%	b. Date Started	c. Date of Completion	Planned	Actual	
Government									
Private									

Note: (In case of no ongoing contract, the bidder shall submit this duly signed form and indicate "No ongoing contracts" or "None" or "Not Applicable (N/A)" under the Column for Name of Contract (first column from left)

This statement shall be supported with:

- 1 Notice of Award and/or Contract / P. O
- 2 Notice to Proceed issued by the owner
- 3 Certificate of Accomplishment / Progress Report / Statement of Work Accomplished signed by the owner/proponent of the project

Submitted by: _____
 Printed Name and Signature of Authorized Representative

Designation: _____
 Date: _____

Name of Procuring Entity: **J. H. CERILLES STATE COLLEGE**

Name of the Project: _____

Location of the Project: _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACTS (SLCC)

Business Name : _____

Business Address : _____

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

Note: This statement shall be supported with:

- 1 Contract
- 2 CPES rating sheets and/or Certificate of Completion
- 3 Certificate of Acceptance

Submitted by : _____
(Printed Name & Signature)

Designation : _____

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

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the

Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

- A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from date of bid submission.

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

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

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC =P _____

K = 15 regardless of contract duration

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped “RECEIVED” by the BIR or its duly accredited or authorized institution for the preceding year which should not be earlier than two (2) years from date of bid submission.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative Date: _____

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

JOINT VENTURE AGREEMENT FORM

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

-and-

_____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the hereunder stated project to be conducted by the (Name of the Procuring Entity).

NAME OF PROJECT	CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

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

Done this _____ day of _____, in the year of our Lord _____.

SIGNED IN THE PRESENCE OF:

Witness

Witness

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Pagadian City, Philippines, this ____ day of _____, 20__ personally appeared:

GOVERNMENT-ISSUED
IDENTIFICATION CARD

<u>Name</u>	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
_____	_____	_____	_____
_____	_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a JOINT VENTURE AGREEMENT consisting of pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC
Until December 31, 20__

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 20 _____

Annex 7

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 allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

¹ currently based on GPPB Resolution No. 09-2020

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

