

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Government of the Republic of the Philippines

Province of Albay

CITY OF TABACO

Procurement of Infrastructure Projects

CONSTRUCTION / REHABILITATION / IMPROVEMENT OF VARIOUS PUBLIC INFRASTRUCTURES (HEALTH STATION & FARM TO MARKET ROAD)

VARIOUS BARANGAYS, TABACO CITY

Contract ID No. 028-10-2022-INFRA

October 18, 2022

**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



Republic of the Philippines
Province of Albay
CITY GOVERNMENT OF TABACO
Tabaco City

Bids and Awards Committee

Invitation to Bid for
Construction / Rehabilitation / Improvement of Various Public Infrastructures
(Health Station & Farm to Market Road), Various Barangays, Tabaco City
Contract ID No. 028-10-2022-INFRA

1. The **City Government of Tabaco**, through the **Trust Fund-Local Government Support Fund-Support to the Barangay Development Program (LGSF-SBDP) 2022** intends to apply the sum of **Eight Million Pesos (Php 8,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Construction / Rehabilitation / Improvement of Various Public Infrastructures (Health Station & Farm to Market Road), Various Barangays, Tabaco City under Contract ID No. 028-10-2022-INFRA**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **City Government of Tabaco** now invites bids for the above Procurement Project. Completion of the Works is required **within 180 calendar days from receipt of Notice to Proceed**. 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 the **City Government of Tabaco** and inspect the Bidding Documents at the address given below from **9:00 A.M. to 4:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **October 18-November 08, 2022** 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 **Ten Thousand (P10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The **City Government of Tabaco** will hold a Pre-Bid Conference on **October 26, 2022, 9:30AM, BAC Conference Room, 2F Annex Bldg., Tabaco City Hall, Tabaco City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **9:00AM, November 08, 2022**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.

9. Bid opening shall be on **November 08, 2022, 9:30AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. **Other Necessary Information:**

Minimum PCAB License Category: General Engineering

Project Size Range: Buildings and Roadways – Small B

Minimum Manpower Requirements:

1 Project Manager	2 First Aider
1 Project Engineer	9 Skilled Laborer
2 Construction Foreman	15 Common Laborer
1 Safety Officer	

Minimum Equipment Required:

2 units Concrete Mixer, One bagger
2 units Concrete Vibrator, 5Hp Gasoline Drive unit with 2" shaft
1 unit Bar Cutter
1 unit Bar Bender
1 unit Welding Machine
1 unit Water Truck, 1000gal
1 unit Backhoe with Pavement Breaker and Bucket (0.80cu.m), wheel type
1 unit Road Roller, Vibratory, Single Smooth Drum
1 unit Road Grader, 140HP
Enough Handtools

11. The **City Government of Tabaco** 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:

Atty. Jovito Bron Coderis, Jr.
BAC Chairman / City Legal Office
BAC Office / City Legal Office
2F Annex Bldg., Tabaco City Hall, Tabaco City
Email: **bactabaco16@gmail.com**
Website: tabacocity.gov.ph

Engr. Roland B. Garcia
BAC TWG / OIC-GSO
General Services Office
2F Annex Bldg., Tabaco City Hall, Tabaco City

13. You may visit the following website:

For downloading of Bidding Documents: **www.tabacocity.com.ph**

October 18, 2022

(Sgd.)
ATTY. JOVITO BRON CODERIS, JR.
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **City Government of Tabaco** invites Bids for the **Construction / Rehabilitation / Improvement of Various Public Infrastructures (Health Station & Farm to Market Road), Various Barangays, Tabaco City under Contract ID No. 028-10-2022-INFRA**.

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 2022 in the amount of ***Eight Million Pesos (Php 8,000,000.00)***.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

5.2. The Bidder must have an experience of having completed a *Single Largest Completed Contract (SLCC)* that is similar to this Project, equivalent to at least

fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that subcontracting is not allowed.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

15. Bid Security

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

15.2. The Bid and bid security shall be valid until **March 08, 2023**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC

shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

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

Bid Data Sheet

ITB Clause			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be construction of buildings and rehabilitation/ improvement of roadways .		
7.1	Subcontracting is not allowed.		
10.3	PCAB Registration Particular includes the following: Kind of Project and Size Range: Buildings and Roadways – Small B		
10.4	The key personnel must meet the required minimum years of experience set below.		
	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>
	Project Manager	5	3
	Project Engineer	5	3
	Construction Foreman	3	1
	Safety Officer	1	1
	First Aider	1	1
10.5	The minimum major equipment requirements are the following:		
	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>
	Concrete Mixer	One bagger	1
	Concrete Vibrator	5Hp Gasoline Drive unit with 2” shaft	2
	Bar Cutter		1
	Bar Bender		1
	Welding Machine		1
	Water Truck	1000gal	1
	Backhoe with Pavement Breaker and Bucket	(0.80cu.m), wheel type	1
	Road Roller	Vibratory, Single Smooth Drum	1
	Road Grader	140HP	1
	Handtools		Enough
12	Alternative Bids shall not be accepted.		
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than Php 160,000.00 [2% of ABC] , draft/guarantee or irrevocable letter of credit; b. The amount of not less than Php 400,000.00 [5% of ABC] if bid security is in Surety Bond.		
16	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid. Should there be discrepancies, the original copy would prevail.		
19.2	Partial bids are not allowed.		
20	Other appropriate licenses and permits:		

	<i>a. Valid and Current Registration Certificate (SEC, DTI, or CDA, whichever is applicable), all pages</i> <i>b. Valid and Current Mayor's Permit</i> <i>c. Valid Tax Clearance for Bidding Purposes</i> <i>d. PCAB License</i> <i>e. Latest Audited Financial Statements stamped received by the BIR or its duly authorized institution</i> <i>f. BIR Registration Certificate</i>
21	Additional contract documents relevant to the Project: A. Construction Safety and Health Program approved by the DOLE; B. Contractor's All Risk Insurance (CARI); C. Construction Schedule and S-curve / Bar Chart / PERT CPM Network Diagram and detailed computations of contract time. D. Manpower Utilization Schedule E. Narrative Description of Construction Procedures and Methods F. Equipment Utilization Schedule

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

- 4.1. 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.
- 4.2. 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 Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	No sectional completion.
4.1	Upon receipt of Notice to Proceed.
6	None
7.2	Five (5) years.
10	No day works are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>[insert number]</i> 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 <i>[insert amount]</i> .
13	The amount of the advance payment is <i>15% of the total contract price and schedule of payment</i>
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 "as built" drawings are required is after completion of the project.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> .

Section VI. Specifications

Project Title: Construction/Rehabilitation/Improvement of Various Public Infrastructures (Health Station & Farm to Market Road)
Location: Various Barangays, Tabaco City
Contract ID No. 028-10-2022-INFRA
Approved Budget for the Contract (ABC): Php 8,000,000.00
Duration: 180 Calendar Days

Item No.	Project Description	Approved Budget per Item (Php)
1	Construction of Heath Station, Brgy. Sua-Igot, Tabaco City	4,000,000.00
2	Rehabilitation/ Improvement of Farm to Market Road, Barangay Tabiguian, Tabaco City	4,000,000.00

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

GENERAL CONDITIONS

The work to be executed under this project shall include the furnishing of all materials, labor, equipment, tools and everything listed mentioned or as scheduled on the drawings or herein specified or both for aforementioned locations as per plans and specifications.

PLAN AND SPECIFICATION

All drawings, small scale and detail drawings are intended to cooperate with the specifications and to form part thereof. Where figures scale. Anything shown in the drawings and not expressly set forth in the specification or vice-versa or anything not expressly set forth in either but which is reasonably implied shall be furnished and installed as though specifically shown and mentioned in both.

ITEMS OF WORK INCLUDED

1. Construction of Health Station, Brgy. Sua Igot, Tabaco City

A. Construction of the Main Building

Part A. Earthworks

Clearing & Grubbing

- This item of work consists of clearing, grubbing, removing, and disposing all vegetation and debris as designated in the Contract, except those objects that are designated to remain in place or are to be removed in consonance with other provisions of this Specification. The work shall also include the preservation from injury or defacement of all objects designated to remain.
- The engineer will establish the limits of work and designate all trees, shrubs, plants, and other things to remain. The Contractor shall preserve all objects designated to remain.

Structure Excavation

- This item of work includes excavation for footing and in conformity with the lines, grades, and dimensions shown on the Plans or established by the Engineer.

- All suitable materials removed from the excavation shall be used in the formation of the embankment, subgrade, shoulders, slopes, bedding, and backfill for structures, and for other purposes shown on the Plans or as directed.
- The Engineer will designate as unsuitable those soils that cannot be properly compacted in embankments. Only approved materials shall be used in the construction of embankments and backfills. Materials encountered in the excavation and determined by the Engineer as suitable for topping, road finishing, slope protection, or other purposes shall be conserved and utilized as directed by the Engineer. Borrow materials shall not be placed until after the readily accessible materials from roadway excavation has been placed in the fill, unless otherwise permitted or directed by the Engineer.

Embankment

- Prior to construction of embankment, all necessary clearing and grubbing in that area shall have been performed in conformity with Item Clearing and Grubbing.
- Embankments and backfills shall contain no muck, peat, sod, roots or other deleterious matter. Rocks, broken concrete or other solid, bulky materials shall not be placed in embankment areas where piling is to be placed or driven.

Gravel Fill

- This item shall consist of placing 100mm thick gravel fill in accordance with the specification and in conformity with the line, grades and dimensions shown on the plans or established by the engineer.

Part B. Plain and Reinforcing Concrete Works

Structural Concrete (Class A) 28 days

- This item shall consist of furnishing, bending, placing and finishing concrete in all structures except pavements in accordance with this specification and conforming to the lines, grades, and dimensions shown on the Plans. Concrete shall consist of a mixture of Portland Cement, fine aggregate, coarse aggregate, admixture when specified, and water mixed in the proportions specified or approved by the Engineer.

Reinforcing Steel (Deformed, Grade 40)

- This item covers the supply of labor, materials and equipment necessary for the installation of reinforcing steel bars (Grade 40) of structures. (Please refer to plans).
- Reinforcing bars shall be standard commercial, deformed steel such as NSC steel or other locally available equivalent. Steel bars shall be free from rust scales. Splices in bars shall be made at critical points of maximum stress.

Formworks and False Works

- This item of works includes the furnishing and installation of ¼" thk Marine plywood, 2"x3" coco lumber, tie wire and assorted nails.

- Construction of forms-construction from sufficiently tight to prevent leakage, securely brace and shore forms to prevent displacement and to safely support construction loads. Forms shall not be removed until concrete is set.

Part C. Finishing and Other Civil Works

Soil Poisoning

- At the time soil poisoning is to be applied, the soil to be treated shall be in friable condition with low moisture content so as to allow uniform distribution of the toxicant agents. Toxicants shall be applied at least 12 hours prior to placement of concrete which shall be in contact with treated materials.
- Treatment of the soil on the exterior sides of the foundation walls, grade beams and similar structures shall be done prior to final grading and planting or landscaping work to avoid disturbance of the toxicant barriers by such operations.

Storm Drainage and Sewerage System

- This item shall consist of furnishing all materials, equipment and labor for the complete installation of the storm drainage system to include all pipings, gutters, canal, catch basins, junction boxes, handholes, manholes, and other appurtenant structures, and sewerage system to include all sanitary sewer piping and septic vault where no public sewer exist, from the building to the point of discharge.

Plumbing Works

- All works shall comply with the requirements and provisions of the National Plumbing Code of the Philippines.
- All fixtures shall be separately trapped. The trap shall be placed as near as possible to the fixtures
- No fixtures shall be double trapped.
- Horizontal waste lines shall be secured by hooks to the building frames or embedded in concrete whenever necessary.
- Horizontal waste line receiving the discharge from two or more fixtures shall be provided with the vents connected to the stack vents at least 1.20m from the floor level.
- Waterlines: potable waterline pipes shall be extended to all the fixture outlets and equipment from the gate valve near the riser.
- Provide and install complete floor drains shown on plans, brass or nickel plated 4" x 4" with the waste line, P-traps and vents.
- All pipes, fitting traps, fixtures, appurtenances and devices of plumbing and drainage system shall be inspected and approved by the architect/engineer to ensure compliance with the entire requirement of all codes and regulations referred in these specifications.

- Use sanitary pipes, fittings, accessories, materials and all work obviously necessary for the proper functioning of all specifications or indicated in the drawings are included in this work.
- Preparation of surface Clean the floor thoroughly of all dirt, grease, paint drops, etc. leaving a surface suitable for the installation of the vinyl tile the resulting concrete surface therefore, shall be smooth, even thoroughly dry and clean, before a layer of the manufacturer's adhesive is laid to receive the tile in accordance with the manufacturer's primer.

Ceiling (4.5mm, Metal Frame, Fiber Cement Board)

- This item of work includes the installation of ceiling by using 4.5mm fiber cement board, wall angle, metal furring & carrying channels for joist and hangers, blind rivets, concrete nails and cornice.
- The ceiling must be installed 100mm from the bottom of the roof beam.
- All materials shall be of approved high quality. Please refer to the plan for the complete details.

Doors & Windows

- All doors specified in the plan must be manufactured in accordance to its sizes and by a manufacturer of good quality.
- Doors shall be extended through the full width of sills with ten on and mortise joints, glued well and planed. It shall hang straight and true to plump.
- Windows shall be of size and type indicted in the schedule and as specified therein.

Waterproofing (Cement-based)

- Furnish all materials, equipment, labor, plant and other facilities to complete all waterproofing works as shown on the plans and hereinafter specified.
- All works included under this division shall be subject to the General Conditions accompanying these specifications. The contractor is required to refer especially thereto.
- All concrete surface shall be wood toweled smooth, firm, dry, clean and free of loose or foreign materials and without any projects, indentation and other imperfections.
- Apply 2 coats of cold applied waterproofing and vertical wall to a height of 10" (250mm) unless otherwise shown on the drawings the area to be waterproofed.
- Pour all holes of exterior concrete hollow blocks with class B concrete (coarse, aggregate shall be of such size so that no voids are formed)
- The installation of waterproofing shall be done by an approved roofing contractor by the manufacturer.

- No substitution of materials shall be made unless authorized in writing by the Architect prior to starting the work of waterproofing.

Tiling Works

- This scope of works includes laying of tile workmanship (please refer to the plans for the details). The Tiles shall be laid according to details and color scheme approved by the consulting Architect and shall be carefully matched and the seams cut.
- All seams and edges shall be cemented carefully snug fit with the manufacturer's adhesive for the purpose. The surface of the finish floor shall be left smooth, clean and in first class condition.
- Before application of mortar bed, dampen the surface of the scratch coat evenly to obtain uniform suction. Use temporary or spot grounds to control the thickness of the mortar bed. Fill out the mortar bed even with grounds and rod it to a true plane.
- Apply the mortar bed over an area no greater than can be covered with tile while the coat is still plastic. Allow no single application of mortar to be $\frac{1}{4}$ inch thick. Completely immerse wall tiles in clean water and soak of at least $\frac{1}{2}$ hour. After removal, stack tiles on edge long enough to drain off excess water. Re-soak and drain individual tiles that dry along edges.
- Apply a bond coat $\frac{1}{32}$ – $\frac{1}{16}$ inches thick to the plastic setting bed or to the back of each sheet or tile. Press tiles firmly into the bed and beat into place within one hour. Lay tile fields in rectangular block areas not exceeding 25 by 25 inches.
- Wall to be finished with glazed tiles or elsewhere indicated as such on the drawings, shall be chipped off, cleaned thoroughly with wire brush, washed with clean water and the painted up solid with 1: 2 cement mortar before applying the wainscoting.
- The tiles and their accessories shall be free from imperfection that affects their quality, appearance and strength. The tiles should be thoroughly soaked in the water before installation. All tiles for wainscoting shall be set to correct grades and levels true to line, laid even and shall be set truly vertical in accordance with the details shown on the drawings. The tiles shall be firmly laid on 1: 2 cement mortars and the joint painted neatly with white cement paste.
- Glazed tile shall be cushion-edge locally manufactured of the size or type and pattern shown on drawings and/or specified above. Use Granito or Mariwasa or another approved equivalent.

Cement Plaster/ Floor Finish

- All concrete surfaces including those indicated as cement plaster/floor finish on plan, in all interior walls and other concrete surfaces without specified finish, shall be done and applied in accordance with the following provisions.
- Immediately after the removal of forms, all projecting wires and bolts and other devices used for tying forms shall be cut off at least $\frac{1}{2}$ cm. beneath the surface finishes. All holes voids, depressions and other defects shall be enlarged, roughened and repaired with mortar of the same grade as that even surface similar

surface all to the satisfaction of the Engineer. Cracks shall be cut out and the sides dove tailed to a depth of at least 5cm. and shall thereafter with a mortar of the same grade as that in the original surface.

- The concrete mixture to be used for all plastering works must be CLASS “A” MORTARS – 1:3 by volume.

Masonry Works

- This item of works includes the furnishing and installation of 6” and 4” concrete hollow blocks for exterior wall, reinforced with 10mm diameter rebars spaced at 600mm on center both ways. CHB shall be filled with mortar and ready to accept plaster finish.
- All masonry works shall be cement plastered smooth finish for the interior of the wall, and rough finished for the exterior.
- Forms shall result in a final structure that conforms to the shape, line and dimensions of the member as required by the design drawing and specifications. Forms shall be substantial and sufficiently tight to prevent leakage of the mortar. Forms and their support shall be designed so as not to damage previously placed structure.

Railings

- This item shall consist of furnishing and constructing posts and guardrails of the types called for in the contract and in accordance with this Specification, at the locations, and in conformity with the lines and grades shown on the Plans, or as required by the Engineer.

Painting Works

- The works covered by this section of the specification consist in the proper preparation of surface, furnishing of labor, material tools appliances, scaffolding and other necessary equipment and in the performing of all operations in connection with painting, varnishing and wall paper works, complete in accordance with the color scheme and specified therein.
- This section of the specification covers the complete painting and finishing of the wood surface, the painting of plasters, concrete, unfinished metal and other surfaces throughout the interior and exterior of the building.
- All paint materials shall meet the requirements of the specifications by the standardization committee on supplies and shall be delivered on the job in the original container, with labels intact and seal unbroken.
- Tinting colors for all paint shall be colors in oil, ground and pure in linseed oil and of the grade obtainable.
- Color pigments shall be used to produce the exact shades of paint, which shall conform of the approved color scheme of the building.
- Except as otherwise noted, color of the priming coat shall be lighter than the body coat and color of the body lighter than the finish coat. The first coat shall be white.

- Wood surfaces shall be thoroughly cleaned, smoothly had pressed and well sand papered before any paint or finish is applied.
- Before applying paint to concrete, cement plaster or other cement finishes, etc. This surface must be allowed to dry thoroughly.

Electrical Works

- The work to be undertaken here under includes the furnishing of all labor, materials, equipment, tools and supervision to the project and to complete the good working condition of the electrical system for the proposed building
- All works hereunder shall comply with the requirements of the latest edition of the Philippine Electrical Code of the Philippines and the Rules and Regulations of the Local Electric Company.

Mechanical Works

- This item shall consist of furnishing, installation and connection of the air-conditioning unit (package / split type) including the pair coil tube for the unit, please refer to the plans specified:

1 set	<i>Airconditioning Unit, 1.5Hp, Split Inverter Type, Wall Mounted w/ 30AT CB in NEMA 3R Enclosure (verify actual location)</i>
1 set	<i>Airconditioning Unit, 1.0Hp, Split Inverter Type, Wall Mounted Air Conditioning Unit w/ 30AT CB in NEMA 3R Enclosure (verify actual location)</i>

- This item shall consist of furnishing and installation and connection of the water pumping system including valves, refer to the plans specified:

1 set	<i>¾ Hp Water Pump</i>
1 set	<i>2000 L Stainless Water Tank w/ Stand & Complete Accessories</i>

- This item shall consist of furnishing and installation of Fire Protection Sprinkler System (AFSS) , refer to the plans specified:

1 set	<i>Fire Extinguisher, 10lbs, ABC with bracket</i>
3 set	<i>Smoke detector w/ base, battery operated, 9volts</i>
1 set	<i>Fire Alarm Bell, 6" dia</i>
1 set	<i>Fire Alarm Manual Station</i>

Fabrication & Installation of Signages & Logo

- The works includes fabrication of Signages and Logo, and Building Dedication Plaque made up of Stainless Steel.

Bunkhouse and Other Facilities

- This item includes the construction the temporary facilities for the engineer and temporary bunkhouse for rental basis including the power and water supply for the storage of the materials / equipment needed for the whole duration of the project

Occupational Construction Safety and Health

- The contractor needs to establish safety goals and objectives develop and implement a written Safety and Health program. The contractor also needs to provide a Part-Time Safety Practitioner and First Aider who undergone training at DOLE/ Red cross respectively.

Project Billboard/ Signboard

- Fabrication & installation of plywood size (1.2m x 2.4m) standard billboard with coco lumber frame.

2. *Rehabilitation/ Improvement of Farm to Market Road, Brgy. Tabiguian, Tabaco City*

Removal of Structures & Obstructions (0.15m thk PCCP)

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

Embankment

- Embankment construction shall consist of constructing roadway embankments, including preparation of the areas upon which they are to be placed; the construction of dikes within or adjacent to the roadway; the placing and compacting of approved material within roadway areas where unsuitable material has been removed; and the placing and compacting of embankment material in holes, pits, and other depressions within the roadway area.
- Embankments and backfills shall contain no muck, peat, sod, roots or other deleterious matter. Rocks, broken concrete or other solid, bulky materials shall not be placed in embankment areas where piling is to be placed or driven.

Grouted Riprap

- This Item shall consist of the furnishing and placing of riprap with or without grout as the case may be, with or without filter backing, furnished and constructed in accordance with this Specification and to the lines and grades and dimensions shown on the Plans.
- Stones for riprap shall consist of rock as nearly as rectangular in section as is practical, except that riprap of Class A may consist of round natural stones. The stones shall be sound, tough, durable, dense, resistant to the action of air and water, and suitable in all respects for the purpose intended.

Aggregate Sub-Base Course

- This item shall consist of furnishing, placing and compacting an aggregate subbase course on a prepared subgrade in accordance with this Specification and the lines, grades and cross-sections shown on the Plans, or as directed by the Engineer.

Aggregate Base Course

- This Item shall consist of furnishing, placing and compacting an aggregate base course on a prepared subgrade/subbase in accordance with this Specification and the lines, grades, thickness and typical cross-sections shown on the Plans, or as established by the Engineer.
- Aggregate for base course shall consist of hard, durable particles or fragments of crushed stone, crushed slag or crushed or natural gravel and filler of natural or crushed sand or other finely divided mineral matter. The composite material shall be free from vegetable matter and lumps or balls of clay, and shall be of such nature that it can be compacted readily to form a firm, stable base.

PCCP (200mm thk)

- This Item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with this Specification and in conformity with lines, grades, thickness and typical cross-section shown on the Plans.
- It shall conform to the applicable requirements of Item 700, Hydraulic Cement. Only Type I Portland Cement shall be used unless otherwise provided for in the Special Provisions. Different brands or the same brands from different mills shall not be mixed nor shall they be used alternately unless the mix is approved by the Engineer. However, the use of Portland Pozzolan Cement Type IP meeting the requirements of AASHTO M 240/ASTM C 695, Specifications for Blended Hydraulic Cement shall be allowed, provided that trial mixes shall be done and that the mixes meet the concrete strength requirements, the AASHTO/ASTM provisions pertinent to the use of Portland Pozzolan Type IP shall be adopted.

Removal & Disposal of Excavated/ Suitable Materials

- This Item shall consist of disposal of excavated and demolished materials on designated area as directed by the Engineer.

Bunkhouse and Other Facilities

- This item includes the construction the temporary facilities for the engineer and temporary bunkhouse for rental basis including the power and water supply for the storage of the materials / equipment needed for the whole duration of the project

Occupational Construction Safety and Health

- The contractor needs to establish safety goals and objectives develop and implement a written Safety and Health program. The contractor also needs to provide a Part-Time Safety Practitioner and First Aider who undergone training at DOLE/ Red cross respectively.

Project Billboard/ Signboard

- Fabrication & installation of plywood size (1.2m x 2.4m) standard billboard with coco lumber frame.

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Section VII. Drawings

Copy of the Plans and Drawings can be found online at:

https://drive.google.com/drive/folders/12r63DbzIzLpCMhk_RyMUnUWTnZY-95-?usp=sharing

Section VIII. Bill of Quantities

Project Title: Construction/Rehabilitation/Improvement of Various Public Infrastructures
 (Health Station & Farm to Market Road)
Location: Various Barangays, Tabaco City
Contract ID No. 028-10-2022-INFRA
Approved Budget for the Contract (ABC): Php 8,000,000.00
Duration: 180 Calendar Days

BILL OF QUANTITIES

Item No.	Description of Work to be Done		Qty	Unit	Unit Price (Php)	Total Amount (Php)
1	Construction of Heath Station, Brgy. Sua-Igot, Tabaco City					
	Part A	Earthworks				
	800(1)	Clearing and Grubbing	109.25	sq.m.		
	803(1)a	Structure Excavation (Common Soil)	8.54	cu.m.		
	804(1)b	Embankment (From Borrow)	179.63	cu.m.		
	804(4)	Gravel Fill	12.84	cu.m.		
	Part B	Plain and Reinforced Concrete Works				
	900(1)c1	Structural Concrete (Class A) 28 days	39.57	cu.m.		
	902(1)a	Reinforcing Steel (Deformed, Grade 40)	5,125.50	kgs		
	903(2)	Formworks and False Works	100.28	sq.m.		
	Part C	Finishing and Other Civil Works				
	1000(1)	Soil Poisoning	100.28	liters		
	1001(5)b	Catch Basin (CHB)	7.00	each		
	1001(8)	Sewer Line Works	1.00	l.s.		
	1001(9)	Storm Drainage and Downspout	1.00	l.s.		
	1001(11)	Septic Vault	1.00	l.s.		
	1002(4)	Plumbing Fixtures	1.00	l.s.		
	1002(24)	Cold Water Lines	1.00	l.s.		
	1003(1)a1	Ceiling (4.5mm, Metal Frame, Fiber Cement Board)	52.50	sq.m.		
	1005(1)	Residential Casement (Steel)	14.04	sq.m.		
	1006 (6)	Steel Door and Frame	2.16	sq.m.		
	1010(2)	Doors (Wooden Panel / Flush)	11.19	sq.m.		
	1016(1)a	Waterproofing (Cement-Base)	58.54	sq.m.		
	1018(2)	Unglazed Tiles	48.30	sq.m.		
	1018(5)	Glazed Tiles	16.82	sq.m.		
	1018(6)	Textured Glazed Tiles	11.14	sq.m.		
	1018(7)	Textured Unglazed Tiles	17.95	sq.m.		
	1021(1)b	Cement Floor Finish (Colored)	15.84	sq.m.		
	1027(1)	Cement Plaster Finish	443.62	sq.m.		
	1032(1)a	Painting Works (Masonry/Concrete)	496.12	sq.m.		
	1046(2)a1	CHB Non Load Bearing, 100mm (Incl. RSB)	99.09	sq.m.		
	1046(2)a2	CHB Non Load Bearing, 150mm (Incl. RSB)	104.30	sq.m.		
	1051	Railings	26.00	LM		
	Part D	Electrical Works				
	1100(10)	Conduits, Boxes & Fittings	1.00	l.s.		
	1101	Wires and Wiring Devices	1.00	l.s.		
	1102(1)	Panelboard with Main & Brain Breakers	1.00	l.s.		
	1102(18)	Solar Panel with inverter, battery and other devices	1.00	l.s.		
	1103(1)	Lighting Fixtures & Lamps	1.00	l.s.		
	1109(1)	Grounding System	1.00	l.s.		
	Part E	Mechanical Works				
	1200(13)a	Airconditioning (Package/Split type)	1.00	l.s.		
	1201	Water Pumping System	1.00	l.s.		

	1202	Fire Protection Sprinkler System (AFSS)	1.00	l.s.		
	Part F	Other Miscellaneous Works				
	SPL 1	Fabrication & Installation of Signages & Logo	1.00	l.s.		
	Part G	Other General Requirements				
	SPL-2	Provision of Bunkhouse (Rental Basis) & Other Facilities	1.00	l.s.		
	B.5	Project & Community Billboard/Signboard	2.00	unit		
	B.7(2)	Occupational Safety and Health Program	1.00	l.s.		
	Subtotal					
2	Rehabilitation/ Improvement of Farm to Market Road, Barangay Tabiquian, Tabaco City					
	I	Removal of Structures & Obstructions (0.15m Thk PCCP)	294.00	sq.m		
	II	Surplus Excavation	295.50	sq.m		
	III	Grouted Riprap	148.50	cu.m		
	IV	Aggregate Sub-Base Course	147.00	cu.m		
	V	Aggregate Base Course	110.25	cu.m		
	VI	PCCP (200mm thk)	735.00	sq.m		
	VII	Removal & Disposal of Excavated/ Unsuitable Materials	339.60	cu.m		
	VIII	Bunkhouse (Rental Basis) and Other Facilities	1.00	lot		
	IX	Project Billboard/Signboard	1.00	unit		
	X	Occupational Construction Safety and Health	1.00	lot		
	Subtotal					
	Total					

Name of the Company/Bidder	Name of Authorized Representative	Signature of Authorized Representative

Section IX. Checklist of Technical and Financial Documents

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 sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (m) Cash Flow by Quarter.

Annex A. Forms & Templates

Name of the Procuring Entity: *LGU-Tabaco City*
Contract ID No. *028-10-2022-INFRA*
Name of the Project: *Construction / Rehabilitation / Improvement of Various Public Infrastructures (Health Station & Farm to Market Road)*
Project Location: *Various Barangays, Tabaco City*

List of ALL Ongoing Government & Private Contracts whether similar or not similar in nature including contracts awarded but not yet started

Business Name : _____

Business Address : _____

Name of Contract/Location And Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description (sole contractor, subcontractor or partner in JV)	% of Participation		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Note: This statement shall be supported with: 1 Notice of Award and/or Contract 2 Notice to Proceed issued by the owner						Total Cost		

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

Name of the Procuring Entity: **LGU-Tabaco City**
Contract ID No. **028-10-2022-INFRA**
Name of the Project: **Construction / Rehabilitation / Improvement of Various Public Infrastructures (Health Station & Farm to Market Road)**
Project Location: **Various Barangays, Tabaco City**

Statement of SINGLE LARGEST COMPLETED CONTRACT (SLCC) which is similar in nature

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	%		

Note: This statement shall be supported with:
1 Notice of Award and/ or Notice to Proceed;
2 Owner's Certificate of Final Acceptance or Completion, or
3 CPES Satisfactory Final Rating

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Name of the Procuring Entity: **LGU-Tabaco City**

Contract ID No. **028-10-2022-INFRA**

Name of the Project: **Construction / Rehabilitation / Improvement of Various Public Infrastructures (Health Station & Farm to Market Road)**

Project Location: **Various Barangays, Tabaco City**

Net Financial Contracting Capacity (NFCC)

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

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

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

NFCC = 15 (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

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.: 028-10-2022-INFRA**

To: **The City Government of Tabaco**
Tabaco City

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]

Name of the Procuring Entity: **LGU-Tabaco City**
Contract ID No. **028-10-2022-INFRA**
Name of the Project: **Construction / Rehabilitation / Improvement of Various Public Infrastructures (Health Station & Farm to Market Road)**
Project Location: **Various Barangays, Tabaco City**

QUALIFICATION OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

Business Name : _____
Business Address: _____

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

Note: Attach individual resume and PRC License of the (professional) personnel

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Name of the Procuring Entity: **LGU-Tabaco City**
Contract ID No. **028-10-2022-INFRA**
Name of the Project: **Construction / Rehabilitation / Improvement of Various Public Infrastructures (Health Station & Farm to Market Road)**
Project Location: **Various Barangays, Tabaco City**

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

Business Name : _____
Business Address: _____

Description	Quantity	Model/ Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lessor or Vendor
<u>A. Owned</u>								
i.								
ii.								
iii.								
iv.								
v.								
<u>B. Leased</u>								
i.								
ii.								
<u>iii.</u>								
iv.								
v.								
<u>C. Under Purchase Agreements</u>								
i.								
ii.								
iii.								
iv.								

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

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]

Bid Form for the Procurement of Infrastructure Projects

BID FORM

Date : _____
Project Identification No.: 028-10-2022-INFRA.

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

¹ currently based on GPPB Resolution No. 09-2020

for the [Name of Project] of the [Name of the Procuring Entity].

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: _____

Name of the Procuring Entity: **LGU-Tabaco City**
Contract ID No. **028-10-2022-INFRA**
Name of the Project: **Construction / Rehabilitation / Improvement of Various Public Infrastructures (Health Station & Farm to Market Road)**
Project Location: **Various Barangays, Tabaco City**

BILL OF QUANTITIES

Item No.	Description of Work to be Done		Qty	Unit	Unit Price (Php)	Total Amount (Php)
1	Construction of Heath Station, Brgy. Sua-Igot, Tabaco City					
	Part A	Earthworks				
	800(1)	Clearing and Grubbing	109.25	sq.m.		
	803(1)a	Structure Excavation (Common Soil)	8.54	cu.m.		
	804(1)b	Embankment (From Borrow)	179.63	cu.m.		
	804(4)	Gravel Fill	12.84	cu.m.		
	Part B	Plain and Reinforced Concrete Works				
	900(1)c1	Structural Concrete (Class A) 28 days	39.57	cu.m.		
	902(1)a	Reinforcing Steel (Deformed, Grade 40)	5,125.50	kgs		
	903(2)	Formworks and False Works	100.28	sq.m.		
	Part C	Finishing and Other Civil Works				
	1000(1)	Soil Poisoning	100.28	liters		
	1001(5)b	Catch Basin (CHB)	7.00	each		
	1001(8)	Sewer Line Works	1.00	l.s.		
	1001(9)	Storm Drainage and Downspout	1.00	l.s.		
	1001(11)	Septic Vault	1.00	l.s.		
	1002(4)	Plumbing Fixtures	1.00	l.s.		
	1002(24)	Cold Water Lines	1.00	l.s.		
	1003(1)a1	Ceiling (4.5mm, Metal Frame, Fiber Cement Board)	52.50	sq.m.		
	1005(1)	Residential Casement (Steel)	14.04	sq.m.		
	1006 (6)	Steel Door and Frame	2.16	sq.m.		
	1010(2)	Doors (Wooden Panel / Flush)	11.19	sq.m.		
	1016(1)a	Waterproofing (Cement-Base)	58.54	sq.m.		
	1018(2)	Unglazed Tiles	48.30	sq.m.		
	1018(5)	Glazed Tiles	16.82	sq.m.		
	1018(6)	Textured Glazed Tiles	11.14	sq.m.		
	1018(7)	Textured Unglazed Tiles	17.95	sq.m.		
	1021(1)b	Cement Floor Finish (Colored)	15.84	sq.m.		
	1027(1)	Cement Plaster Finish	443.62	sq.m.		
	1032(1)a	Painting Works (Masonry/Concrete)	496.12	sq.m.		
	1046(2)a1	CHB Non Load Bearing, 100mm (Incl. RSB)	99.09	sq.m.		
	1046(2)a2	CHB Non Load Bearing, 150mm (Incl. RSB)	104.30	sq.m.		
	1051	Railings	26.00	LM		
	Part D	Electrical Works				
	1100(10)	Conduits, Boxes & Fittings	1.00	l.s.		
	1101	Wires and Wiring Devices	1.00	l.s.		
	1102(1)	Panelboard with Main & Brain Breakers	1.00	l.s.		
	1102(18)	Solar Panel with inverter, battery and other devices	1.00	l.s.		
	1103(1)	Lighting Fixtures & Lamps	1.00	l.s.		
	1109(1)	Grounding System	1.00	l.s.		
	Part E	Mechanical Works				
	1200(13)a	Airconditioning (Package/Split type)	1.00	l.s.		
	1201	Water Pumping System	1.00	l.s.		
	1202	Fire Protection Sprinkler System (AFSS)	1.00	l.s.		
	Part F	Other Miscellaneous Works				

	SPL 1	Fabrication & Installation of Signages & Logo	1.00	l.s.		
	Part G	Other General Requirements				
	SPL-2	Provision of Bunkhouse (Rental Basis) & Other Facilities	1.00	l.s.		
	B.5	Project & Community Billboard/Signboard	2.00	unit		
	B.7(2)	Occupational Safety and Health Program	1.00	l.s.		
	<i>Subtotal</i>					
	2 Rehabilitation/ Improvement of Farm to Market Road, Barangay Tabiguian, Tabaco City					
	I	Removal of Structures & Obstructions (0.15m Thk PCCP)	294.00	sq.m		
	II	Surplus Excavation	295.50	sq.m		
	III	Grouted Riprap	148.50	cu.m		
	IV	Aggregate Sub-Base Course	147.00	cu.m		
	V	Aggregate Base Course	110.25	cu.m		
	VI	PCCP (200mm thk)	735.00	sq.m		
	VII	Removal & Disposal of Excavated/ Unsuitable Materials	339.60	cu.m		
	VIII	Bunkhouse (Rental Basis) and Other Facilities	1.00	lot		
	IX	Project Billboard/Signboard	1.00	unit		
	X	Occupational Construction Safety and Health	1.00	lot		
	<i>Subtotal</i>					
	<i>Total</i>					

Name of the Company/Bidder	Name of Authorized Representative	Signature of Authorized Representative

Name of the Procuring Entity: *LGU-Tabaco City*
Contract ID No. *028-10-2022-INFRA*
Name of the Project: *Construction / Rehabilitation / Improvement of Various Public Infrastructures (Health Station & Farm to Market Road)*
Project Location: *Various Barangays, Tabaco City*

Contract Name : _____
Location : _____

CASH FLOW BY QUARTER AND PAYMENT SCHEDULE

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

Submitted by:

Name of the Representative of the Bidder : _____ Name of the Bidder: _____
Position : _____ Date _____

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

*[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the
Notice of Award]*

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
- b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- c. Performance Security;
 - d. Notice of Award of Contract and the Bidder’s conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[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/manufacture/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]

NAME OF THE CONTRACTOR
ADDRESS OF THE CONTRACTOR

ATTY. JOVITO BRON CODERIS, JR.
BAC CHAIRMAN
LGU-TABACO CITY

ORIGINAL - TECHNICAL COMPONENT

**CONSTRUCTION / REHABILITATION / IMPROVEMENT OF VARIOUS
PUBLIC INFRASTRUCTURES (HEALTH STATION & FARM TO
MARKET ROAD), VARIOUS BARANGAYS, TABACO CITY**
Contract ID No. 028-10-2022-INFRA

DO NOT OPEN BEFORE NOVEMBER 08, 2022, 9:30AM

NAME OF THE CONTRACTOR
ADDRESS OF THE CONTRACTOR

ATTY. JOVITO BRON CODERIS, JR.
BAC CHAIRMAN
LGU-TABACO CITY

ORIGINAL – FINANCIAL COMPONENT

**CONSTRUCTION / REHABILITATION / IMPROVEMENT OF VARIOUS
PUBLIC INFRASTRUCTURES (HEALTH STATION & FARM TO
MARKET ROAD), VARIOUS BARANGAYS, TABACO CITY**
Contract ID No. 028-10-2022-INFRA

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NAME OF THE CONTRACTOR
ADDRESS OF THE CONTRACTOR

ATTY. JOVITO BRON CODERIS, JR.
BAC CHAIRMAN
LGU-TABACO CITY

ORIGINAL BID

**CONSTRUCTION / REHABILITATION / IMPROVEMENT OF VARIOUS
PUBLIC INFRASTRUCTURES (HEALTH STATION & FARM TO
MARKET ROAD), VARIOUS BARANGAYS, TABACO CITY**
Contract ID No. 028-10-2022-INFRA

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NAME OF THE CONTRACTOR
ADDRESS OF THE CONTRACTOR

ATTY. JOVITO BRON CODERIS, JR.
BAC CHAIRMAN
LGU-TABACO CITY

COPY NO. 1 - TECHNICAL COMPONENT

**CONSTRUCTION / REHABILITATION / IMPROVEMENT OF VARIOUS
PUBLIC INFRASTRUCTURES (HEALTH STATION & FARM TO
MARKET ROAD), VARIOUS BARANGAYS, TABACO CITY**
Contract ID No. 028-10-2022-INFRA

DO NOT OPEN BEFORE NOVEMBER 08, 2022, 9:30AM

NAME OF THE CONTRACTOR
ADDRESS OF THE CONTRACTOR

ATTY. JOVITO BRON CODERIS, JR.
BAC CHAIRMAN
LGU-TABACO CITY

COPY NO. 1 – FINANCIAL COMPONENT

**CONSTRUCTION / REHABILITATION / IMPROVEMENT OF VARIOUS
PUBLIC INFRASTRUCTURES (HEALTH STATION & FARM TO
MARKET ROAD), VARIOUS BARANGAYS, TABACO CITY**
Contract ID No. 028-10-2022-INFRA

DO NOT OPEN BEFORE NOVEMBER 08, 2022, 9:30AM

NAME OF THE CONTRACTOR
ADDRESS OF THE CONTRACTOR

ATTY. JOVITO BRON CODERIS, JR.
BAC CHAIRMAN
LGU-TABACO CITY

COPY NO. 1

**CONSTRUCTION / REHABILITATION / IMPROVEMENT OF VARIOUS
PUBLIC INFRASTRUCTURES (HEALTH STATION & FARM TO
MARKET ROAD), VARIOUS BARANGAYS, TABACO CITY**
Contract ID No. 028-10-2022-INFRA

DO NOT OPEN BEFORE NOVEMBER 08, 2022, 9:30AM

NAME OF THE CONTRACTOR
ADDRESS OF THE CONTRACTOR

ATTY. JOVITO BRON CODERIS, JR.
BAC CHAIRMAN
LGU-TABACO CITY

COPY NO. 2 - TECHNICAL COMPONENT

**CONSTRUCTION / REHABILITATION / IMPROVEMENT OF VARIOUS
PUBLIC INFRASTRUCTURES (HEALTH STATION & FARM TO
MARKET ROAD), VARIOUS BARANGAYS, TABACO CITY**
Contract ID No. 028-10-2022-INFRA

DO NOT OPEN BEFORE NOVEMBER 08, 2022, 9:30AM

NAME OF THE CONTRACTOR
ADDRESS OF THE CONTRACTOR

ATTY. JOVITO BRON CODERIS, JR.
BAC CHAIRMAN
LGU-TABACO CITY

COPY NO. 2 – FINANCIAL COMPONENT

**CONSTRUCTION / REHABILITATION / IMPROVEMENT OF VARIOUS
PUBLIC INFRASTRUCTURES (HEALTH STATION & FARM TO
MARKET ROAD), VARIOUS BARANGAYS, TABACO CITY
Contract ID No. 028-10-2022-INFRA**

DO NOT OPEN BEFORE NOVEMBER 08, 2022, 9:30AM

NAME OF THE CONTRACTOR
ADDRESS OF THE CONTRACTOR

ATTY. JOVITO BRON CODERIS, JR.
BAC CHAIRMAN
LGU-TABACO CITY

COPY NO. 2

**CONSTRUCTION / REHABILITATION / IMPROVEMENT OF VARIOUS
PUBLIC INFRASTRUCTURES (HEALTH STATION & FARM TO
MARKET ROAD), VARIOUS BARANGAYS, TABACO CITY**
Contract ID No. 028-10-2022-INFRA

DO NOT OPEN BEFORE NOVEMBER 08, 2022, 9:30AM

NAME OF THE CONTRACTOR
ADDRESS OF THE CONTRACTOR

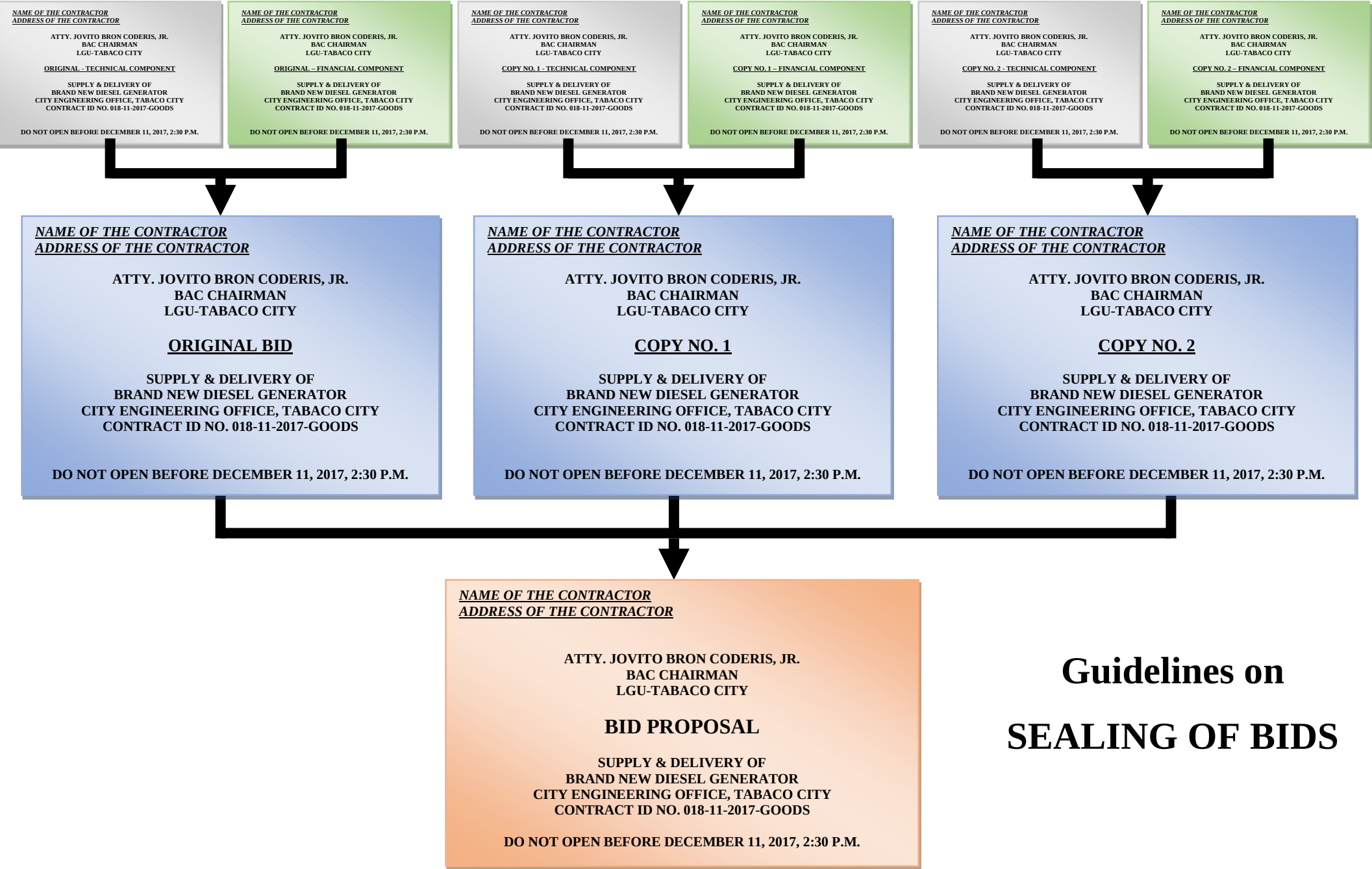
ATTY. JOVITO BRON CODERIS, JR.
BAC CHAIRMAN
LGU-TABACO CITY

BID PROPOSAL

**CONSTRUCTION / REHABILITATION / IMPROVEMENT OF VARIOUS
PUBLIC INFRASTRUCTURES (HEALTH STATION & FARM TO
MARKET ROAD), VARIOUS BARANGAYS, TABACO CITY**

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**Guidelines on
SEALING OF BIDS**

