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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

**BIDDING DOCUMENTS
FOR**

CONTRACT ID#: 15OI0046

CONTRACT NAME: Desilting of Zapote River and Las Plñas River including
Tributaries

CONTRACT LOCATION: Las Plñas City

DATE OF OPENING OF BIDS: April 27, 2015

START DATE FOR ISSUANCE OF BIDDING DOCUMENTS: April 7, 2015

CONSTRUCTION FIRM: _____

ADDRESS : _____

LIST FOR THE BIDDING

Legal Documents

- 1) **DTI Business Name Registration or SEC Registration Certificate**
- 2) Valid and Current **Mayor's Permit** from Principal Place of Business
- 3) Tax Clearance per E.O. 398, Series of 2005, as finally reviewed and approved by the BIR.
- 4) Integrity Pledge for DPWH Construction (duly received by BAC-TWG, DPWH Central Office)

Technical Documents

- 5) Statement of all its **On-going and Complete Government and Private Contracts**, including Contracts but not yet started, if any, whether similar or not similar in nature and Complexity to the Contract to be bid, within the last three (3) years

Financial Documents

4. **Audited Financial Statements**, showing among others, the prospective bidder's total and current assets and liabilities, stamped and 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
5. Duly signed computation of the prospective bidder's computation for its **Net Financial Capacity(NFCC)**.

B) Class "B" Documents

6. Valid **Joint Venture Agreement**, if applicable. If no **Joint Venture Agreement (JVA)** sworn Statement by each partner that they will enter into and abide by provision of the **Joint Venture Agreement (JVA)** if awarded the contract

II. TECHNICAL ENVELOPE

1. Attached only One (1) Bid Security :

- (a) Surety Bond Callable upon demand issued by Surety or Insurance Company duly certified by the Insurance Commission ----- **5% of ABC**
- (b) Notarized Bid Securing Declaration

2. Technical Specifications:

- a) Duly Notarized Authority of the Signing Official.
- b) Duly Signed Project Contract Organizational Chart (list of contractor's viz, project manager, project engineers, materials engineers and foreman to be assigned to the contract to be bid, with their complete qualification and experience data, certificate, license, company/ firm identification card)
- c) Duly Signed Contractor's Certification of Key Personnel for the Contract with Key Personnel's Affidavits of Commitment to Work on the Contract
- d) Duly Signed List of Contractor's Equipment Pledged to the Contract (which are owned, leased, and or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/ vendor for the duration of the project)
- e) Duly Signed construction method
- f) Duly Signed Construction Schedule, Bar Chart with S-curve
- g) Notarized Affidavit of Site Inspection
- h) Sworn affidavit statement *by the prospective bidder or its duly authorized representative in the form prescribed by GPPB*

III. FINANCIAL ENVELOPE

1. Bid Form
2. Duly Signed Bid Prices in the Bill of Quantities
3. Duly Signed Detailed Estimates
4. Duly Signed Cash Flow by Quarter and Payments Schedule



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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract ID: 15OI0046
Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

Las Piñas – Muntinlupa District Engineering Office
2nd Street, Port Area, Manila

CHECKLIST FOR ELIGIBILITY

Name of Bidder : _____ Date : _____

I. ELIGIBILITY ENVELOPE

A) Class “A” Documents

Legal Documents

- 1) DTI Business Name Registration or SEC Registration Certificate
- 2) Valid and Current Mayor’s Permit from Principal Place of Business
- 3) Tax Clearance per E.O. 398, Series of 2005, as finally reviewed and approved by the BIR
- 4) Integrity Pledge for DPWH Constructor (duly received by BAC-TWG DPWH Central Office)

Technical Documents

- 5) Statement of all its on-going and Complete Government and Private Contracts, including Contracts but not yet started, if any, whether similar or not similar in nature and Complexity to the Contract to be bid, within the last three (3) years

Financial Documents

- 5. Audited Financial Statements, showing among others, the prospective bidder’s total and current assets and liabilities, stamped and 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
- 6. Duly signed computation of the prospective bidder’s computation for its Net Financial Capacity (NFCC).

B) Class “B” Documents

- 7. Valid Joint Venture Agreement, if applicable. If no **Joint Venture Agreement**(JVA) sworn Statement by each partner that they will enter into and abide by provision of the **Joint Venture Agreement** (JVA) if awarded the contract.



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Public Works and Highways (DPWH)
La District Engineering Office (LPMDEO)

Contract ID: 15010048
Contract Name: Desilting of Zapote River and Las Plñas River including Tributaries
Location of the Contract: Las Plñas City

Attachment A TABLE MJOR CATEGORIES OF WORK

Code	Categories of Work Description	Unit of Measure
BCB	Bridges- Construction- Bailey	Linear meter (lm)
BCC	Bridges- Construction- Concrete	Lm
BCS	Bridges- Construction- Steel	Lm
BCP	Bridges- Construction- With Bored Piles	Lm
BEL	Building- Electrical	Set
BIH	Building / Industrial Plant- High Rise	Storey
BIL	Buildings / Industrial Plant . Low Rise	Storey
BRB	Bridges- Rehabilitation- Bailey	Lm
BRC	Bridges- Rehabilitation- Concrete	Lm
BRP	Bridges- Rehabilitation- with bored Piles	Lm
BRR	Bridges- Rehabilitation- Retrofitting	Lm
BRS	Bridges- Rehabilitation- Steel	Lm
BRT	Bridges- Rehabilitation- Timber	Lm
FEN	Perimeter Fence	Square Meter (sq.m.)
FEX	Foundation Excavation	Cu.m.
FHD	Flood Control/ Hydraulics/ Dams	Cu.m.
FHG	Flood Control/ Hydraulics/ Dredging	Cubic Meter (Cu.m.)
FHN	Flood Control/ Hydraulics/ Drainage	Lm
FHP	Flood Control/ Hydraulics/ Pumping Station	Unit
FHR	Flood Control/ Hydraulics/ River Control	lm
FHW	Flood Control/ Hydraulics/ Water Supply	Lm
MBG	Maintenance of Building	Storey
MFC	Maintenance of Flood Control	Cu.m.
MRB	Maintenance Roads and Bridges	Kilometer (km)
PHC	Ports/ Harbor . Causeway	lm
PHW	Ports / Harbor . Wharf	Lm
RCA	Roads- New Construction- Asphalt	km
RCG	Roads- New Construction- Gravel	km
RCP	Roads- New Construction- PCCP	Km
REC	Reclamation Works	Cu.m.
RRA	Road- Rehabilitation- Asphalt	Km
RRG	Roads- Rehabilitation- Gravel	Km
RRP	Roads- Rehabilitation- PCCP	Km
TEA	Traffic Engineering- Signage	Piece
TEG	Traffic Engineering- Guardrails	Piece
TEP	Traffic Engineering- Pavement Marking	Lm
TES	Traffic Engineering- Signalization	Set
TEP-S	Traffic Engineering- Pavement Studs	Piece
TLS	Transmission Lines	Km



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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

Las Piñas – Muntinlupa District Engineering Office
2nd Street, Port Area, Manila

BAC’s CHECKLIST OF TECHNICAL ENVELOPE REQUIREMENT

Name of Bidder: _____ Date: _____

Approved Budget for the Contract (ABC): Php_____

Required: Only One (1) Form of Bid Security

(a) Surety Bond Callable upon Demand issued by Surety or Insurance
Company duly certified by the Insurance Commission as authorized
to issue such security ----- 5.0% of ABC _____

(b) Notarized Bid Securing Declaration

Validity Period ----- -120 calendar days from bid opening

LP.M.D.E.O.	SHERYLL B. MULINGBAYAN	ELENA M. CASTILAN	ELVIRA F. TRIA	ALBERTO M. SUPNET JR.	RESTITUTO C. ALFONSO	ELPIDIO Y. TRINIDAD	Form of Bid Security	_____
							Issuing Company	_____
							Number	_____
							Official Receipt No.	_____
							Validity Period	_____
							Callable on Demand	_____
							Bid Security Amount	_____

Initials of BAC Members if
Document is included.

1.

Bid Security

() Sufficient () Insufficient
2.

Duly Notarized Authority of Signing Official
3.

Duly Signed Project Contract Organizational Chart (list of contractors viz, project manger, project engineer and foreman to be assigned to the contract to be bid, with their complete qualification and experience data, certificate, license, company/ firm identification card)
4.

Duly Signed Contractors Certification of Key Personnel for the Contract with Key personnel’s affidavit of Commitment to Work on the Contract
5.

Duly Signed List of Contractors Equipment Pledged to the Contract (which are owned, leased, and under purchase agreements, supported by certification of availability of equipment from the equipment lessor/ vendor for the duration of the project)
6.

Duly Signed Construction Method
7.

Duly Signed Construction Schedule, Bar Chart with S-Curve
8.

Notarized Affidavit of Site Inspection
9.

Sworn Statement (in the form of prescribed by GPPB)

Note: Any missing document in the above-mentioned checklist is ground for outright rejection of the bid.

Remarks: () Complying () Non-Complying



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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract ID: 15OI0046
Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)
X-----X

BID-SECURING DECLARATION

Invitation to Bid/ Request for Expression of Interest No. _____

To: _____

I, the undersigned, declare that:

1. I understand that according that, to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I accept that ; (a) I will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order, and, (b) I will pay the applicable fine provided under Section 6 of the Guidance on the Use of Bid Securing Declaration, if I have committed any of the following actions:

(i) Withdraw my Bid during the period of bid validity required in the Bidding Documents; or

(ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
3. I 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 declared ineligible or post-disqualified upon receipt of your notice to such Effect, and (i) I failed to timely file a request for reconsideration or (ii) I file a waiver to avail of said right;

(c) `I am declared as the bidder with Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid, and I have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I have hereunto set my hands this ____ day of _____ at _____,

Authorized Representative
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__ at _____, Philippines. Affiant/s is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-813SC). Affiant/s exhibited to me his/ her _____, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____, 20__ at _____.

Witness my hand seal this _____ day of _____ 20__.

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Public Works and Highways (DPWH)
a District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

AUTHORITY OF SIGNING OFFICIAL: SOLE PROPRIETORSHIP
AFFIDAVIT

I, _____, Filipino, of legal age, _____ with residence at _____,
(Name of Proprietor) (civil status)

(Address)

after being sworn in accordance with law, do hereby depose and say:

1. That I am the Proprietor of _____,
(Name of Bidders)
a construction firm duly licensed, organized and existing by virtue of the laws of the Republic of
the Philippines, with office address _____.
(address)
2. That I am the official authorized, on behalf of the said firm, to transact business with The
Department of Public Works and Highways and other government offices concerned, and to do,
execute and perform any and all acts, including signing of relevant documents, in connection with
the bidding for the abovementioned contract.

IN WITNESS WHEREOF, I have hereunto set my hand this ____day of _____ 20__at _____, Philippines.

Name and Signature
Proprietor

ACKNOWLEDGMENT

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____,affiant exhibiting to me his/her
Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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Public Works and Highways (DPWH)
Las Piñas District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

AUTHORITY OF SIGNING OFFICIAL: CORPORATION
SECRETARY’S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____
(Name of the Corporate Secretary) (Name of Bidder)
a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

at the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____,
(date)
at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of
(Name of Bidder)

_____ (Contract ID and Name)
by the Las Piñas . Muntinlupa District Engineering Office; and that if awarded the said Contract shall enter into a contract with the the Second Metro Manila Sub-Engineering District; and in connection therewith hereby appoints _____, acting as the duly authorized and designated representative of
(Name of Bidder’s Representative)

_____ and granted full power and authority to do, execute and perform any and all
(Name of Bidder)
acts necessary and/or to represent _____ in the said bidding as fully and effectively as the
(Name of Bidder)
_____ might do if personally present with full power of substitution and revocation and
(Name of Bidder)
hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the Board hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction
(Name of Bidder)
of the Philippine government and hereby waive its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or
(Name of Bidder)
prohibition or restraining order against the **Las Piñas – Muntinlupa District Engineering Office** or any other government agency in connection with this Contract to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____
(Name of Bidder) (Date)

(Name and Signature)
Corporate Secretary

ACKNOWLEDGMENT

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Plñas River including Tributaries
Location of the Contract: Las Plñas City

AFFIDAVIT OF SITE INSPECTION

I, _____, of legal age, _____, Filipino, and residing at
(Name of Bidder’s Representative) (civil status)

(address of the Representative)

under oath, hereby depose and say:

1.

That I am the _____ of the _____
(Position in the Bidder’s Firm) (Name of Bidder)
with office at _____;
(address of the Bidder)
2.

That I have inspected the site for the abovementioned Contract at the above stated location; and
3.

That I am making this statement as part of the requirement for the Bid Proposal of the _____ for the said Contract.
(Name of the Bidder)

IN FAITH WHEREOF, I hereby affix my signature this ____ day of _____, 20 ____ at Manila, Philippines.

Name and Signature
Affiant

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

SUBSCRIBED AND SWORN TO before me this ____, day of _____ 20 ____, affiant exhibiting to me his/her
Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Plñas River including Tributaries
Location of the Contract: Las Plñas City

CONTRACTOR’S ORGANIZATIONAL CHART FOR THE CONTRACT

Submit a copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to it. Indicate in the chart the **Names** of the **Project Manager, Project Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman** and other **Key Engineering Personnel**.

Attached the required Proposed Organizational Chart for the Contract as Stated above

Submitted by:

Name and Signature of Bidder’s Authorized Representative

Date: _____

Position

Name of Bidder



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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

CONTRACTOR’S CERTIFICATION ON KEY PERSONNEL FOR THE CONTRACT

Date of Issuance

WILFREDO S. MALLARI
District Engineer

Las Piñas – Muntinlupa District Engineering Office
2nd Street, Port Area, Manila

Dear Sir/Madame:

Supplementing our Organizational Chart for the above stated Contract, we submit, and certify as true and correct, the following information:

1. We have engaged the services of the following key personnel to perform the duties of the positions indicated in the above stated Contract if it is awarded to us:

Proposed Position	Name	Cost of BiggestProjectHandled (PM)		Years of Experience	
		By Person	Min. Req¶.	Of Person	Min.Req¶.
Project Manager			50% of ABC		5
Project Engineer			50% of ABC		3
Materials Engineer			50% of ABC		3
Foreman			50% of ABC		2

2. We submit the enclosed Affidavits of Commitment to Work on the Contract of these key personnel.
3. We ensure that the abovementioned personnel shall employ their best care, skill, and ability in performing the duties of their respective positions in accordance with the provisions of the Contract, including the Conditions of Contract, Specifications, and Drawings, and that they shall be personally present it the jobsite during the period of their assignment in the Contract.
4. In the event that we choose to replace any of the abovementioned key personnel, we shall submit to you in writing at least fourteen (14) days before making the replacement, for your approval, the name and bio-data of the proposed replacement whose experience shall be equal to or better than the person to be replaced.
5. We understand that any violation of the above stated conditions shall be a sufficient ground for us to be disqualified from this Contract and future biddings of the DPWH.

Very truly yours,

Name and Signature of Bidder’s Authorized Representative

Position

Name of Bidder



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La District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

KEY PERSONNEL’S AFFIDAVIT OF COMMITMENT TO WORK ON THE CONTRACT

Date of Issuance

WILFREDO S. MALLARI
District Engineer

Las Piñas – Muntinlupa District Engineering Office
2nd Street, Port Area, Manila

Dear Sir/Madame:

1. I confirm that _____ has engaged my services for the position of
(Name of Contractor)
- _____ in the above stated Contract if it is awarded to the Contractor.
2. I, therefore, commit to assume the said position in the above stated Contract once it is awarded to the Contractor, and I shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of my assignment.
3. I do not allow the use of my name to enable the Contractor to qualify for the above stated Contract without my commitment to assume the said position, since I understand that to do so shall be a sufficient ground for my disqualification from this Contract and future biddings of the DPWH.
4. I submit, and certify as true and correct, my bio-data as follows:

a. Name:

b. Date of Birth:

c. Nationality:

d. Educational Attainment:

e. Specialty:

f. PRC License No. and Date:

g. Employment Record:

Name & Address of Employer	Position	From Mo./Yr.	To Mo./Yr.	Total Period Yrs. & Mos.

h. Work Experience (Projects Handled):

i. Project Name & Location ii. Owner's Name & Address iii. My Position	i. Project Description ii. Total Project Cost	i. Part of Project IHandled ii. Cost of Part	i. Start Date ii. Complete Date
Completed Projects:			
On-going Projects:			

Very truly yours,

Name and Signature of Personnel

Noted by:

Name and Signature of Contractor’s Authorized Representative

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

SUBSCRIBED and SWORN TO before me this _____ day of _____, 20____, at _____, affiant exhibiting to me his/her Residence Certificate No. _____ issued at _____ on _____.

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Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

KEY PERSONNEL’S AFFIDAVIT OF COMMITMENT TO WORK ON THE CONTRACT

Date of Issuance

WILFREDO S. MALLARI
District Engineer

Las Piñas – Muntinlupa District Engineering Office
2nd Street, Port Area, Manila

Dear Sir/Madame:

2. I confirm that _____ has engaged my services for the position of _____
(Name of Contractor)
- _____ in the above stated Contract if it is awarded to the Contractor.
2. I, therefore, commit to assume the said position in the above stated Contract once it is awarded to the Contractor, and I shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of my assignment.
3. I do not allow the use of my name to enable the Contractor to qualify for the above stated Contract without my commitment to assume the said position, since I understand that to do so shall be a sufficient ground for my disqualification from this Contract and future biddings of the DPWH.
4. I submit, and certify as true and correct, my bio-data as follows:
- a. Name: _____
 - b. Date of Birth: _____
 - c. Nationality: _____
 - d. Educational Attainment: _____
 - e. Specialty: _____
 - f. PRC License No. and Date: _____
 - g. Employment Record: _____

Name & Address of Employer	Position	From Mo./Yr.	To Mo./Yr.	Total Period Yrs. & Mos.

h. Work Experience (Projects Handled):

i. Project Name & Location ii. Owner's Name & Address iii. My Position	i. Project Description ii. Total Project Cost	i. Part of Project I Handled ii. Cost of Part	i. Start Date ii. Complete Date
Completed Projects:			
On-going Projects:			

Very truly yours,

Name and Signature of Personnel

Noted by:

Name and Signature of Contractor’s Authorized Representative

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

SUBSCRIBED and SWORN TO before me this _____ day of _____, 20____, at _____, affiant exhibiting to me his/her Residence Certificate No. _____ issued at _____ on _____.

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La District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

KEY PERSONNEL’S AFFIDAVIT OF COMMITMENT TO WORK ON THE CONTRACT

Date of Issuance

WILFREDO S. MALLARI
District Engineer

Las Piñas – Muntinlupa District Engineering Office
2nd Street, Port Area, Manila

Dear Sir/Madame:

3. I confirm that _____ has engaged my services for the position of _____
(Name of Contractor)
- _____ in the above stated Contract if it is awarded to the Contractor.
2. I, therefore, commit to assume the said position in the above stated Contract once it is awarded to the Contractor, and I shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of my assignment.
3. I do not allow the use of my name to enable the Contractor to qualify for the above stated Contract without my commitment to assume the said position, since I understand that to do so shall be a sufficient ground for my disqualification from this Contract and future biddings of the DPWH.
4. I submit, and certify as true and correct, my bio-data as follows:
- a. Name:

b. Date of Birth:

c. Nationality:

d. Educational Attainment:

e. Specialty:

f. PRC License No. and Date:

g. Employment Record:

Name & Address of Employer	Position	From Mo./Yr.	To Mo./Yr.	Total Period Yrs. & Mos.

h. Work Experience (Projects Handled):

i. Project Name & Location ii. Owner's Name & Address iii. My Position	i. Project Description ii. Total Project Cost	i. Part of Project I Handled ii. Cost of Part	i. Start Date ii. Complete Date
Completed Projects:			
On-going Projects:			

Very truly yours,

Name and Signature of Personnel

Noted by:

Name and Signature of Contractor’s Authorized Representative

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

SUBSCRIBED and SWORN TO before me this _____ day of _____, 20____, at _____, affiant exhibiting to me his/her Residence Certificate No. _____ issued at _____ on _____.

Notary Public

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

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

KEY PERSONNEL’S AFFIDAVIT OF COMMITMENT TO WORK ON THE CONTRACT

Date of Issuance

WILFREDO S. MALLARI
District Engineer

Las Piñas – Muntinlupa District Engineering Office
2nd Street, Port Area, Manila

Dear Sir/Madame:

4. I confirm that _____ has engaged my services for the position of _____
(Name of Contractor)
- _____ in the above stated Contract if it is awarded to the Contractor.
2. I, therefore, commit to assume the said position in the above stated Contract once it is awarded to the Contractor, and I shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of my assignment.
3. I do not allow the use of my name to enable the Contractor to qualify for the above stated Contract without my commitment to assume the said position, since I understand that to do so shall be a sufficient ground for my disqualification from this Contract and future biddings of the DPWH.
4. I submit, and certify as true and correct, my bio-data as follows:
- a. Name: _____
 - b. Date of Birth: _____
 - c. Nationality: _____
 - d. Educational Attainment: _____
 - e. Specialty: _____
 - f. PRC License No. and Date: _____
 - g. Employment Record: _____

Name & Address of Employer	Position	From Mo./Yr.	To Mo./Yr.	Total Period Yrs. & Mos.

h. Work Experience (Projects Handled):

i. Project Name & Location ii. Owner's Name & Address iii. My Position	i. Project Description ii. Total Project Cost	i. Part of Project I Handled ii. Cost of Part	i. Start Date ii. Complete Date
Completed Projects:			
On-going Projects:			

Very truly yours,

Name and Signature of Personnel

Noted by:

Name and Signature of Contractor’s Authorized Representative

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

SUBSCRIBED and SWORN TO before me this _____ day of _____, 20____, at _____, affiant exhibiting to me his/her Residence Certificate No. _____ issued at _____ on _____.

Notary Public

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Public Works and Highways (DPWH)
La District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Plñas River including Tributaries
Location of the Contract: Las Plñas City
Scope of Work: Earthworks, Slope Protection and Flood Control

EQUIPMENT TO BE USED

Payloader	1
Crane w/ Bucket	1
Backhoe	2
Water Pump	2
Barge	2
Dumping Barge (Scow)	4
Dumptruck	5
Handtools	I.s.



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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Plñas River including Tributaries
Location of the Contract: Las Plñas City

LIST OF CONTRACTOR’S EQUIPMENT PLEDGED TO THE CONTRACT

Business Name: _____
Business Address: _____

Description	Model/Year	Capacity/ Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership/ Lease/Purchase
A. Owned							
I.							
II.							
III.							
IV.							
V.							

B. Leased							
I.							
II.							
III.							
IV.							
V.							

C. Under Purchase Agreements							
I.							
II.							
III.							
IV.							
V.							

Minimum equipments for the contract as prescribed in the Bid Data Sheet:

Name and Signature of Bidder’s Authorized Representative

Date: _____

Position

Name of Bidder

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

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

A F F I D A V I T

I, _____, _____, of legal age, _____,
(name of the affiant) (state nationality) (state status)
after having been duly sworn in accordance with law, do hereby depose and state:

1. I am sole proprietor of _____ with office address at _____
(name of bidder) (address of bidder)

2. As the owner and sole proprietor of _____ I have full power and authority to do, execute and
(name of bidder)
perform any and all acts necessary to represent it in the bidding for _____

_____ of the _____
(name of the project) (name of the Procuring entity)

3. _____ is not blacklisted+or barred from bidding by the Government of the Philippines or any of its
(name of bidder)
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;

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. _____ is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify
(name of bidder)
all the documents submitted;

6. I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working
group, member of the Bids 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. _____ complies with existing labor laws and standards;
(name of bidder)

8. _____ is aware of and has undertaken the following responsibilities as a Bidders:
(name of bidder)

- a) carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, of any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the _____
; and (name of the Project)

9. _____ did not give or pay directly or indirectly, any commission, amount, fee, or any form of
(name of bidder)
consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any
procurement project or activity.

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

(Bidder’s Representative/ Authorized Signatory)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, affiant exhibiting to me his/her Community
Tax Certificate No. _____ issued on _____ at _____, Philippines.

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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

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

A F F I D A V I T

I, _____, _____, of legal age, _____,
(name of the affiant) (state nationality) (state status)
after having been duly sworn in accordance with law, do hereby depose and state:

1. I am duly authorized and designated representative of _____ with office address at
(name of bidder)

(address of bidder)
2. I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the
_____ in the bidding as shown in the bidding as shown in the attached [state title of attached
(name of bidder)
document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the
members of the joint venture)];
3. _____ is not blacklisted+or barred from bidding by the Government of the Philippines or any of its
(name of bidder)
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;
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. _____ is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify
(name of bidder)
all the documents submitted;
6. None of the officers, directors, and controlling stockholders of _____ is related to the Head of the
(name of bidder)
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 the
third civil degree;
7. _____ complies with existing labor laws and standards;
(name of bidder)
8. _____ is aware of and has undertaken the following responsibilities as a Bidders:
(name of bidder)
- a) carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, of any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the _____
; and (name of the Project)
9. _____ did not give or pay directly or indirectly, any commission, amount, fee, or any form of
(name of bidder)
consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any
procurement project or activity.

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

(Bidder's Representative/ Authorized Signatory)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, affiant exhibiting to me his/her Community
Tax Certificate No. _____ issued on _____ at _____, Philippines.

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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Plñas River including Tributaries
Location of the Contract: Las Plñas City

CERTIFICATE OF AUTHENTICITY

I, _____, of legal age, _____ Filipino andresiding at
(Name of Bidder’s Representative) (civil status)
_____,
(address)

under oath, hereby depose and say:

1. That I am the _____ of the _____ with office address at
(Name of Bidder)

(Office Address of the Bidder);
2. That each of the documents submitted is in an authentic and original copy or a true and faithful reproduction of the original, complete and that all statements and information provided therein are true and correct;
3. That I am making this statement as part of the eligibility requirement of _____
for the project _____

IN FAITH, I hereby affix my signature this ____ day of _____ 20__, in the City of _____, Philippines.

Affiant

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

SUBSCRIBED AND SWORN to before me this ____ day of _____ 20__, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

Las Piñas – Muntinlupa District Engineering Office
2nd Street, Port Area, Manila

CHECKLIST OF FINANCIAL PROPOSAL REQUIREMENTS FOR THE BAC

Name of Bidder: _____ Date _____

LP.M.D.E.O.
SHERYLL B. MULINGBAYAN
ELENA M. CASTILAN
ELVIRA F. TRIA
ALBERTO M. SUPNET JR.
RESTITUTO C. ALFONSO
ELPIDIO Y. TRINIDAD

Initials of BAC Members if
Document is included.

1. Bid Form
2. Duly Signed Bid Prices in the Bill Quantity
3. Duly Signed Detailed Estimates
4. Duly Signed Cash Flow by Quarter and Payments

Note: Any missing document in the above-mentioned checklist is ground for outright rejection of the bid.

Remarks: () Complying () Non-Complying



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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City

FORM OF BID

Date: _____

Las Piñas – Muntinlupa District Engineering Office
2nd Street, Port Area, Manila

We, the undersigned, declare that:

- (a) we have examined and have no reservation on the Bidding Documents (BDs), including Supplemental Bid/ Bulletins (Addenda), for the above stated Contract.
- (b) we offer to execute the Works for this Contract in accordance with the said BDs, including the Bid Data Sheet, General and Special Conditions of Contract, Specifications and Drawings therein;
- (c) we present our Bid to execute the Works, consisting of our Technical Proposal (Annex ~~%A+~~) and our Financial Proposal (Annex ~~%B+~~);
- (d) our Technical Proposal includes the following required documents:
 - (1) Bid Security in the required form, amount and validity period, using Form DPWH-INFR-31 or 32, as applicable (Annex ~~%A-1+~~)
 - (2) Duly Notarized Authority of the Signing Official, using Form DPWH-INFR-33 or 34(Annex ~~%A-2+~~)
 - (3) Organizational Chart for the Contract, using Form DPWH-INFR-37 (Annex ~~%A-5+~~)
 - (4) Contractor's Certification of Key Personnel for the Contract with the Key Personnel's Affidavits of Commitment to Work on the Contract, using Forms DPWH-INFR-38 and 39(Annex ~~%A-6+~~)
 - (5) List of Contractor's Equipment Pledged for the Contract, using Form DPWH INFR-41(Annex ~~%A-8+~~)
 - (6) Duly Signed Construction Method
 - (7) Duly Signed Construction, Schedule, Bar Chart with S-Curve
 - (8) Notarized Affidavit of Site Inspection
 - (9) Sworn Statement (in the form of prescribed by GPPB)
- (e) our Financial Proposal includes the following required documents:
 - (1) Bid Form
 - (2) Bid prices in the Bill of Quantities Form, using Forms DPWH-INFR-47 and 48 (Annex ~~%B-1+~~)
 - (3) Detailed estimates (Annex ~~%B-2+~~)
 - (4) Cash flow by quarter and payment schedule, using Form DPWH-INFR-49 (Annex ~~%B-3+~~);
- (f) the total price of our Bid for this Contract based on the unit prices in the said Bill of Quantities, excluding any discounts offered in item (g) below, is: _____;

(total bid price in words and in figures)
- (g) our Bid shall be valid for a period of _____ days after the date fixed for the opening of bids in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted by you at anytime before the expiration of that period;
- (h) if our Bid is accepted and we receive from you a Notice of Award, we commit, within ten (10) days after our receipt of the said Notice, (1) to submit to you the required Performance Security and other documents prescribed in the Bidding Documents, (2) to sign the Contract Agreement;
- (i) we understand that this Bid, together with your written acceptance thereof through your Notice of Award, shall constitute a binding contract between us, until a formal Contract Agreement 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.

Name: _____
In the capacity of: _____
Signed: _____
Duly authorized to sign the Bid for and on behalf of: _____
Date: _____



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District Engineering Office (LPMDEO)

PROPOSAL

Contract ID: 15OI0046
Contract Name: Desilting of Zapote River and Las Plñas River including Tributaries
Location of the Contract: Las Plñas City
Scope of Work: Earthworks, Slope Protection and Flood Control

THIS CONTRACT CITES PERTINENT PROVISIONS OF
GOVERNMENT STANDARDS SPECIFICATIONS
AND
SUPPLEMENTAL SPECIFICATIONS

PROPOSAL OF: _____

ADDRESS: _____



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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Plñas River including Tributaries
Location of the Contract: Las Plñas City
Scope of Work: Earthworks, Slope Protection and Flood Control

Bill of Quantities

Columns (1), (2), (3), and (4) are to be filled up by the Procuring Entity			Columns (5) and (6) are to be filled up by the Bidders		
Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
Part A SPI-1	Engineering Facilities Construction of Field Office	Sq.m.	9.00	In words: Pesos_____	In words: Pesos_____
				_____	_____
				In figure: Php_____	In figure: Php_____
Part B SPL-2	Other General Requirements DPWH Project Billboard	Pc.	1	In words: Pesos_____	In words: Pesos_____
				_____	_____
				In figure: Php_____	In figure: Php_____
SPI-3	Health & Safety Requirements	Job	1	In words: Pesos_____	In words: Pesos_____
				_____	_____
				In figure: Php_____	In figure: Php_____
SPI-4	Mobilization	Job	1	In words: Pesos_____	In words: Pesos_____
				_____	_____
				In figure: Php_____	In figure: Php_____
Part C 103(1)a	Earthworks Structure Excavation (Soft Soil)	Cu.m.	291.06	In words: Pesos_____	In words: Pesos_____
				_____	_____
				In figure: Php_____	In figure: Php_____
Part D 505(5)	Slope Protection Grouted Riprap	Cu.m.	385.17	In words: Pesos_____	In words: Pesos_____
				_____	_____
				In figure: Php_____	In figure: Php_____
Sub-Total for this Page = = = =					

Submitted by:

Name of the Representative of the Bidder

Date: _____

Position

Name of the Bidder

Note: "please do not alter or reproduce this Bill of Quantity"



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Public Works and Highways (DPWH)
a District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Plñas River including Tributaries
Location of the Contract: Las Plñas City
Scope of Work: Earthworks, Slope Protection and Flood Control

Bill of Quantities

Columns (1), (2), (3), and (4) are to be filled up by the Procuring Entity			Columns (5) and (6) are to be filled up by the Bidders		
Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
405-2	Lean Concrete, (t=150mm.)	Cu.m.	19.26	In words: Pesos_____ In figure: Php_____	In words: Pesos_____ In figure: Php_____
Spl-5	Double Handling	Cu.m.	416.29	In words: Pesos_____ In figure: Php_____	In words: Pesos_____ In figure: Php_____
SPI-6	Water Control	Job	1	In words: Pesos_____ In figure: Php_____	In words: Pesos_____ In figure: Php_____
Part G SPI-7	Flood Control Cleaning & Desilting	Cu.m.	3,326.70	In words: Pesos_____ In figure: Php_____	In words: Pesos_____ In figure: Php_____
SPI-8	Hauling & Disposal of Spoils X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X	Cu.m.	3,326.70	In words: Pesos_____ In figure: Php_____	In words: Pesos_____ In figure: Php_____
Sub-Total for this Page = = = =					

Submitted by:

Name of the Representative of the Bidder

Position

Name of the Bidder

Date: _____

Note: "please do not alter or reproduce this Bill of Quantity"



Public Works and Highways (DPWH)
a District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Plñas River including Tributaries
Location of the Contract: Las Plñas City
Scope of Work: Earthworks, Slope Protection and Flood Control

SUMMARY OF BID PRICES

(All Items of Bill of Quantities)

[illegible]

Name: _____ in the capacity of _____

Signed: _____ Date: _____

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

Approved Budget Cost (A.B.C.) Php6, 764,829.41

Calendar Days _____



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District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Piñas River including Tributaries
Location of the Contract: Las Piñas City
Scope of Work: Earthworks, Slope Protection and Flood Control

SCOPE OF WORKS

Part A	Engineering Facilities
SPI-1	Construction of Field Office
Part B	Other General Requirements
SPL-2	DPWH Project Billboard
SPI-3	Health & Safety Requirements
SPI-4	Mobilization
Part C	Earthworks
103(1)a	Structure Excavation (Soft Soil)
Part D	Slope Protection
505(5)	Grouted Riprap
405-2	Lean Concrete, (t=150mm.)
Spl-5	Double Handling
SPI-6	Water Control
Part G	Flood Control
SPI-7	Cleaning & Desilting
SPI-8	Hauling & Disposal of Spoils



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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

Contract Name: Desilting of Zapote River and Las Plñas River including Tributaries
Location of the Contract: Las Plñas City
Scope of Work: Earthworks, Slope Protection and Flood Control

CASH FLOW BY QUARTER AND PAYMENT SCHEDULE

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

Submitted by:

Name and Signature of Bidder's Authorized Representative

Date: _____

Position

Name of Bidder



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Public Works and Highways (DPWH)
District Engineering Office (LPMDEO)

STANDARD BIDDING DOCUMENTS

TABLE OF CONTENTS

- 1. Special Condition of Contracts
- 2. Bid Data Sheet
- 3. Eligibility Requirements
- 4. Instruction to Bidders
- 5. General Condition of the Contract
- 6. D.O. No. 24, 90, 135, 176 and 197
- 7. Memorandum (Construction Safety and Health Program)



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Conditions of Contract

0	The Intended Completion Date is July 16,2016
1.24	The PROCURING ENTITY is Department of Public Works & Highways, National Capital Region, Las Piñas – Muntinlupa District Engineering Office , 2 nd Street, Port Area, Manila.
1.25	The PROCURING ENTITY's Representative is ELENA M. CASTILAN , BAC Chairman, Department of Public Works & Highways, National Capital Region, Las Piñas – Muntinlupa District Engineering Office , 2 nd Street, Port Area, Manila
1.26	The Site is located at Las Piñas City, Metro Manila
1.30	The Start Date is May 23,2015
1.33	The Works consist of Earthworks, Slope Protection and Flood Control
2.2	N/A
5.1	N/A
6.5	The contractor shall employ the following Key Personnel: Project Manager, Project Engineer, Materials Engineer, Foreman and Laborer
10	The Site Investigation Reports are: None
12.3	Five (5) Years
30.1	No day works are applicable to the contract
32.10	The Contractor shall submit the Work Program to the PROCURING ENTITY's Representative within 10 days upon receipt of Notice of Award .
47.2c	The expected rainy day/unworkable days for each month in the vicinity of the Site is given below: October November December
51.1	The date by which the as built % drawings are required is July 17,2016
51.2	The amount to be withheld for failing to supply the as built+Drawings by the date required is 10% of Contract Amount .

Bid Data Sheet

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Department of Public Works and Highways, National Capital Region, **Las Piñas**
– **Muntinlupa District Engineering Office (LPMDEO)**

The name of the contract is **Desilting of Zapote River and Las Piñas River including Tributaries, Las Piñas City**

The identification number of the Contract is **15OI0046**

2

The Funding Source is:

If the Funding Source is GOP: The government of the Philippines (GOP) through **GAA2015**

NOTE: in the case of National Government Agencies,
The General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or .
Controlled Corporations, Government Financial Institutions, and State Universities and colleges, the
Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units,
the Budget for the contract approved by the respective Sanggunian.

The name of the Project is **Desilting of Zapote River and Las Piñas River including Tributaries, Las Piñas City**

5.1

No further instructions.

5.2

Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.

5.4

The Bidder must have completed projects, within ten (10) years from the submission of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.5

No further instructions.

6.3

No further instructions.

7

No further instructions.

8.1

If the Funding Source is the GOP, state either ~~Subcontracting is not allowed.~~Or specify the portions of Works and the maximum percentage allowed to be subcontracted.

8.2

~~Not applicable~~

9.1

The Procuring Entity will hold a **pre-bid conference for project 1M and Above on April 15, 2015 – 10:00 A.M.** at Conference Room of **Las Piñas – Muntinlupa District Engineering Office(LPMDEO)**

Note: The pre-bid conference shall be held at least **twelve (12) calendar days** before the deadline for the submission of and receipt of bids. If the procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least **twelve (12) calendar days** before the deadline for the submission and receipt of bids.

10.1

The Procuring Entity's address is: 2nd Street, Port , Area Manila

SHERYLL B. MULINGBAYAN

OIC-BAC Secretariat

524-66-41

304-39-17

ELENA M. CASTILAN

BAC-Chairman

304-38-58

12.1

The first envelope shall contain the eligibility and technical documents stated in the **ITB** Clause.



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12.1 (a) (i)	No No other acceptable proof of registration is recognized.
12.1 (a) (iii)	No further instructions.
12.1 (a) (iv)	No further instructions.
13.1	No additional Requirements
13.2	If the Funding Source is the GOP: The ABC is Php6, 764,829.41 Any bid with a financial component exceeding this amount shall not be accepted.
14.2	No further instructions.
16.1	The bid prices shall be quoted in Philippine Peso.
16.3	No further instructions.
17.1	Bids will be valid until August 24,2015
18.1	<p>The Bid Security to be attached is any of the following:</p> <ol style="list-style-type: none"> 1. Php,338,241.47 if bid security is in Surety Bond; or 2. Bid Securing Declaration
18.2	The bid security shall be valid until August 24,2015
18.5 (a) (iv)	<p>If the Funding Source is GOP or WB, maintain the ITB clause and include the following as additional grounds for forfeiture of bid security:</p> <ol style="list-style-type: none"> 1. Submission of eligibility requirements containing false information or falsified documents. 2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. 3. Allowing the use of one's name, or using the name of another for purposes of public bidding. 4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid. 5. Refusal or failure to post the required performance security within the prescribed time. 6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. 7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. 8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. 9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids post patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
18.5 (b) (iii)	No further instructions.
20.1	No further instructions.
20.3	Each Bidder shall submit [1] original and [2] copies (properly book bound and numbered/paginated consecutively) of the first and second components of its bid.

21	<p>The address for submission of bids is Las Piñas – Muntinlupa District Engineering Office (LPMDEO), 2nd Street, Port Area, Manila.</p> <p>The deadline for submission of bids is April 27, 2015 – 10:00A.M.</p>
24.1	<p>The place of bid opening is Las Piñas – Muntinlupa District Engineering Office (LPMDEO), 2nd Street, Port Area, Manila.</p> <p>The date and time of bid opening is April 27, 2015 – 2:00P.M.</p>
25.1	No further instructions.
27.3	No further instructions.
27.3 (b)	Bid modification is not allowed.
27.5	No further instructionsq
28.2 (b)	NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission
28.2 (d)	List licenses and permits relevant to the Project and the corresponding law requiring it.
31.4 (g)	List 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 Department of Labor and Employment, and PERT/CPM.
33.2	The effective date of the Contract is May 23,2015

SPECIFICATIONS

6. DPWH Standards

The DPWH Standard Specifications for Public Works and Highways (“Blue Book”) shall be the basis for the standards and codes to be met by the goods and materials to be furnished and work performed or tested for the Contract. In particular, Volume II, 2004 edition, of these Specifications shall be used if the Contract pertains to Highways, Bridges and Airports. Volume III, 1995 edition, shall be used if the Contract pertains to Buildings, Flood Control and Drainage, or Water Supply.



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Part I – Section II: Eligibility Requirements

Notes on the Eligibility Requirements

This Section provides the information necessary for prospective bidders to prepare responsive applications for eligibility to bid for the Contract in accordance with the requirements of the PROCURING ENTITY.

This provisions contained in this Section are to be used unchanged.

g registered with the DPWH Registry of Contractors for Civil Works
uirements or criteria to be declared eligible for a particular contract

1.1 Legal Requirements

a. Citizenship

The prospective bidder must either of the following:

- (1) A Filipino citizen/sole proprietorship.
- (2) A partnership duly organized under the laws of the Philippines and of which at least seventy-five percent (75%) of the interest belongs to citizens of the Philippines.
- (3) A corporation duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines.
- (4) A person/entities forming themselves into a joint venture, ie., a group of two (2) or more persons/entities that intend to be jointly severally responsible or liable for a particular contract, provided that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest in the joint venture concerned shall be at least seventy-five (75%).
- (5) A cooperative duly with Cooperative Development Authority.

b. PCAB License

The prospective bidder must have a license issued by the Philippine Contractors Accreditation Board (PCAB), in accordance with the provisions of R.A. 4566 (**IRR-A Section 23.11.2.2**) for the Allowable Range of Contract Cost (ARCC) applicable to the type and cost of the contract to be bid. According to PCAB Resolution No. 001, series of 2004, and Government Procurement Policy Board (GPPB) Resolution No. 012-2004, the ARCC is as follows:

Registration Particulars				
Category	Allowable Range of Contract Cost (In Million Pesos)			
	Prior to and up to 2003-2004 (For Projects advertised for bidding prior and up to June 30m 2004)	2004-2005 & 2005-2006 (For Projects advertised for bidding from July 1, 2004 to June 30, 2006)	2006-2007 & 2007-2008 (For Projects advertised for bidding from July 1, 2006 to June 30, 2008)	2008 2009 & 2009-2010 (For Projects advertised for bidding from July 1, 2008 to June 30, 2010)
Small A	Up to 0.5	Up to 0.5	Up to 0.5	Up to 0.5
Small B	Up to 3	Up to 10	Up to 20	Up to 30
Medium A	Up to 15	Up to 50	Up to 100	Up to 150
Medium B	Up to 30	Up to 100	Up to 200	Up to 300
Large A Large B	Up to 50 Less than or above 50	Up to 150 Less than or above 150	Up to 300 Less than or above 300	Up to 500 Less than or above 500

c. Business Permit

The prospective bidder must have a valid Business Permit from the City or Municipality, using **Form DPWH-INFR-11**.

d. BIR Tax Clearance

The prospective bidder must have a valid Business Permit from the City or Municipality, using **Form DPWH-INFR-12**, showing that it has no tax liability.

e. Non-Inclusion Blacklist

der must not be blacklisted+ or barred from bidding by the
by its Affidavit using **Form DPWH-INFR-18**.

Relationships with DPWH Personnel Concerned

Section 47 of the IRR-A, the prospective bidder should not be related to the Head of the Procuring Entity by consanguinity or affinity up to the third civil degree or any of the officers or employees of the Procuring Entity having direct access to information that may substantially affect the result of the bidding, such as, but not limited to, the members of the Implementing Unit (IU), and the designers of the project. This prohibition shall apply to the following persons:

- (1) If the bidder is an individual or a sole proprietorship, to the bidder himself.
- (2) If the bidder is a partnership, to all its officers and members.
- (3) If the bidder is a corporation, to all its officers, directors and controlling stockholders.
- (4) If the bidder is a joint venture, to each of the members of the joint venture for the applicable items (1) through (3) above.

The information/data pertaining to the requirements under items a-1 to a-3 above should already be available in the Contractor's Information (CI) stored in the computerized Registry of the Contractors and thus, do not have to be resubmitted by the prospective bidder in its LOI. The documents for the requirements under items a-4 and a-5 above shall be submitted to the BAC by the prospective bidder as part of its LOI.

2.2 Technical Requirements

Work Experience

The prospective bidder must have satisfactorily completed a single contract similar to that to be bid, and whose value, adjusted to current prices using the consumer price indices of the National Statistics Office available at the GEPS website, is at least fifty percent (50%) of the ABC to be bid (IRR-A Section 23.11.2.3). Small A and Small B contractors without similar experience on the contract to be bid, however, may be allowed to bid if the cost of such contract is not more than fifty percent (50%) of the range of contract cost allowed for them in their PCAB license.

The required work experience can be obtained by computer processing of the CI already stored in the DPWH Registry of Contractors and, thus, does not have to be resubmitted by the prospective bidder in its LOI.

2.3 Financial Requirements

The prospective bidder must meet the requirement for Net Financial Contracting Capacity (NFCC) in item a below. If its NFCC is not sufficient to meet the requirement, it must meet the requirement for either the credit line commitment in item b or the cash deposit certificate in item c below.

a. Net Financial Contracting Capacity (NFCC)

The prospective bidder must have an NFCC at least equal to the ABC, calculated as follows (**IRR-A Section 23.11.2.5**):

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) \text{ multiplied by } K] \text{ minus the value of all outstanding works or projects under ongoing contracts, including awarded contracts yet to be started.}$$

Where:

$K = 10$ for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

b. Credit Line Commitment

The prospective bidder must have a certificate of commitment from a licensed bank to extend to it a credit line which shall be used exclusively to finance the contract, if awarded to the bidder, and which shall be at least equal to ten percent (10%) of the ABC, as indicated in its accomplished **Form DPWH-INFR-16**.

deposit
er must have a certificate of cash deposit, issued by a licensed
used exclusively to finance the contract, if awarded to the bidder,
t least equal to ten percent (10%) of the ABC, as indicated in its
DPWH-INFR-17.

The data needed under item C-1 above to derive the NFCC should already be available in the CI filed in the computerized DPWH Registry of Contractors and, therefore, do not have to be resubmitted by the prospective bidder in its LOI. If the NFCC is insufficient, however, the document needed under item C-2 or C-3 shall be submitted by the prospective bidder as part of its LOI.

- 2.4
- Each subcontractor nominated by a prospective bidder in its LOI must also meet the foregoing eligibility criteria under Clause 2.1 to 2.3 above for the portion of the contract works to be done by that subcontractor. Notwithstanding the nomination of the subcontractor, the prospective bidder must meet all eligibility criteria for the entire contract works as if it were to undertake the contract by itself alone, without any subcontractors.

2.

DPWH Registry of Contractors

To be registered with the DPWH Registry of Contractors for Civil Works Projects, as a pre-requisite to LOI processing, a contractor/prospective bidder must submit to the Central BAC-TWG/Secretariat the Contractor's Confidential Application Statement for Registration or CCASR (**Form DPWH-INFR-08**) which includes the Class %A+Documents required under **IRR-A, Section 23.6**, as follows:

3.1

Legal Documents

- a.
- Valid PCAB licensed and registration for the type and cost of contract to be bid (Form DPWH-INFR-09). In the case of a joint venture, the license and registration must be those of the joint venture, not of any of its members.
- b.
- DTI business name registration in the case of a Single Proprietorship (**Form DPWH-INFR-10**); or SEC registration certificate, in the case of a Partnership or Corporation.
- c.
- Valid and current City/Municipal Business permit to operate (**Form DPWH-INFR-11**). In the case of a joint venture, the business permit or municipal license must be of the joint venture, not any of its members.
- d.
- BIR Tax Clearance per E.O. 298, series of 298, which also contains the Taxpayer's Identification Number (**Form DPWH-INFR-12**, which is BIR Form No. 17.14B).

3.2

Technical Documents

- a.
- Record of the prospective bidder's completed contracts, both government and private, including the following information for each contract:

(1)

Contract ID, name and location. (2) Contract start and actual completion dates.

(2)

Owner's name and address.

(3)

Nature of work and size/dimensions.

(4)

Contractor's role (whether sole contractor, sub-contractor, or partner in a joint venture) and participation percentage.

(5)

Total as-built cost at completion.
- b.
- Record of the prospective bidder's on-going contracts, including those awarded but not yet started, both in the government and the private sector, indicating the following for each contract:

(1)

Contract ID, name and location.

(2)

Contract start and actual completion dates.

(3)

Owner's name and address.

(4)

Nature of work and size/dimensions.

(5)

Contractor's role and participation percentage.

3.3 Financial Document

The prospective bidder's audited financial statement, stamped and received by the BIR or its duly accredited and authorized institutions, for the immediately preceding calendar year, showing, among others, the prospective bidder's total and current assets and liabilities.

3.4 Prospective bidders may download the CCASR form from the DPWH website.

3.5 The Central BAC-Secretariat will only process CCASRs with complete registration requirements. It will enter the data from the CCASR into the computer and run the computer program to generate the Contractor's Registration Certificate CRC (Form DPWH-INFR-13) and the accompanying Contractor's Information or CI (**Form DPWH-INFR-14**). The CRC will state that the contractor is recognized to undertake specific types of civil works projects with their respective cost ranges. The CI will present part of the eligibility data required in Clause @, Section II, Part I of these BDs (Eligibility Requirements), particularly the contractor's capability in terms of its legal (PCAB license, classification and validity, business permit, etc.), financial (total and current assets and liabilities, net worth, and annual turnover), and technical (completed and ongoing projects with nature, costs, and status) aspects.

3.6 At any time, a contractor/prospective bidder may update its CI by submitting the appropriate CCASR documents to the BAC concerned which will transmit them to the Central BAC-TWG/Secretariat for processing and issuance of the update CI.

3. Eligibility Check or Screening

4.1 The BAC that receives the prospective bidder's LOI shall immediately transmit it to the Regional BAC through its Secretariat for processing if the ABC is P30 million or less, or to Central BAC through its Secretariat for processing if the ABC is more than the P30 million. The BAC of the Procuring Entity shall also submit to the Regional BAC-Secretariat or Central BAC-Secretariat (as the case may be) the Contract Profile (CP), using **Form DPWH-INFR-21**. The CP will give the basic contract data, including the ABC, works similar to those of the contract to be bid, and contract duration.

4.2 The Regional BAC-Secretariat or Central BAC-Secretariat shall enter the data from the LOI and CP into the computer and run the computer program which will combine these data with the CI already stored in the computerized DPWH-Registry of Contractors. By matching the prospective bidder's capability data in its LOI and CI against the eligibility requirements from the CP, the computer program will automatically determine whether or not the prospective bidder meets the eligibility requirements and, therefore, will generate the Notice of Eligibility or Notice of Ineligibility. The BAC concerned will transmit these Notices to the prospective bidders.

4.3 During the post qualification of the bidder with the lowest calculated bid, the BAC shall also complete the eligibility screening of the subcontractors nominated by the bidder in its LOI, following the same criteria and procedure described above for the eligibility screening and post qualification of the said bidder. The subcontractors must be found eligible and post qualified for the portions of the contract works that they will do, as a pre-requisite to the award of the contract to the bidder. Should any subcontractor be declared ineligible or post disqualified, the said bidder must directly undertake the portion of the works intended to be done by the subcontractor.

4.4 A prospective bidder that is found ineligible has seven (7) calendar days, from its receipt of the Notice of Ineligibility, within which to file with the BAC a written request for reconsideration. The BAC will resolve the request within seven (7) calendar days after receiving it. It may ask the bidder to clarify its eligibility documents. If the request is denied, the bidder may file a protest in writing to the Head of the Procuring Entity within seven (7) calendar days from its receipt of the BAC decision. The protest shall be in the form of a verified position paper accompanied by a non-refundable protest fee equivalent to one percent (1%) of the ABC. The protest shall be resolved strictly based on the records of the BAC. The Head of the Procuring Entity shall resolve the protest within seven (7) calendar days from his receipt thereof. The decision of the Head of the Procuring Entity on the protest shall be final up to the limits of his contract approving pursuant to the provisions of existing laws.

Section II. Instructions to Bidders

Notes on the Instruction to Bidders

This section of the Bidding Documents provides the information necessary for bidders to prepare responsive Bids, in accordance with the requirements of the Procuring Entity. It also provides information on the eligibility check, Bid submission, opening and evaluation, and on the award of contract.

This Section contains that are to be used unchanged. Section III. Bid Data Sheet consists of provisions that supplement, amend, or specify in detail information or requirements included I this Section and which are specific to each procurement.

Matters governing the performance of the Contractor, payments under the contract, or matters affecting the risks, and obligations of the parties under the contract are not normally included in this section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

A. General

the **BDS** invites bids for the construction of Works, as described in Section VI. The location number of the Contract is provided in the **BDS**.

1.2. The successful bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.16.

2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the Contract for Works.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1 The Procuring Entity, as well as bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:

- (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) **Corrupt practice**+means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
 - (ii) **Fraudulent practice**+means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open completion;
 - (iii) **Collusive practices**+means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) **Coercive practices**+ means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (b) will reject a proposal for a award it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1 (a).

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

4. Conflict of Interest

4.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) Bidder controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the participation of the design or technical specifications of the goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporary seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office

project consultants, by consanguinity of affinity up to the third civil degree. On the part of the Bidder, to the following persons:

(b) If the Bidder is an individual, to the Bidder himself;

(c) If the Bidder is a partnership, to all its officers and members;

(d) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and

(e) If the Bidder is a joint venture (JV), the provision of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise indicated in the **BDS**, the following persons shall eligible to participate in this Bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines.
- (d) Cooperatives duly under the laws of the Philippines, and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines; and
- (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.

5.3. Government Corporate Entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.

5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

5.5. Unless otherwise provided in the **BDS**, the Bidder must submit a computation of its Net Financial Contracting (NFCC) or a Commitment from a Universal or Commercial bank to extend a credit line in its favor if awarded the contract for this project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

The NFCC = {(Current assets minus current liabilities) (K)} minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

6. Bidder's Responsibilities

6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause 12.1(b) (iii).

6.2. The Bidder is responsible for the following

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/as provided under **ITB** Clause 10.3.
- (e) Ensuring that it is not ~~blacklisted~~ or barred from Bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPBB;

Documents submitted in satisfaction of the bidding requirements is an authentic copy and all statements and information provided therein are true and correct;

the Procuring Entity or its duly authorized representative/s to verify all the documents

is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

- (i) Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and
- (j) Complying with existing labor laws and standards, if applicable.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site and determined the general characteristics of the contract works and the conditions for this Project. Unless otherwise in the **BDS**, failure to furnish all information or documentation required in this Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including (a) the location and the nature of the contract, project, or 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.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out o the data furnished by the procuring entity.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 9.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. Bidders should note that the Procuring Entity will only accept bids only from those that have paid the non refundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.
- 6.9 All bid documents for procurement of contract for infrastructure project shall variably contains a provision mandating all Prospective bidders to state in their bid documents a complete technical description of their pledged equipment, whether owned or leased, such as but not limited to engine number, year model chassis number, plated number, etc. in additional, the prospective bidders should also be required to state in their bid documents the particular place or site where the equipment are located as provided for under D.O. No. 09, 2012 Annex A and should also contain a provision that failure of a prospective bidder to comply with the said requirements shall result in the bidder's automatic post disqualification for award of contract and forfeiture of its security. (Pre D.O. No. Series of 2012)

7. Origin of GOOD and Services

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

A. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

- 10.1. Bidders who have purchased the Bidding Documents may request for clarification(s) on any part of the Bidding Documents or for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

issued upon the Procuring Entity's initiative for purposes for clarifying or modifying any not later than seven (7) calendar days before the deadline for the submission and the Bidding Documents shall be identified as an amendment.

by the BAC shall be posted on the Philippine Government Electronic Procurement of the Procuring Entity concerned, if available. It shall be the responsibility of all bidders to inquire and secure Supplemental/Bid Bulletin that may be issued by the Procuring Entity. However, bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

B. Preparation of Bids

11. Language of Bids

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern, for purposes of interpretation of the Bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents .

Class %A+Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within ten (10) years from the submission of bids, unless otherwise stated in the BDS, including contracts awarded but not yet started in the BDS, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - (iii.1) name of the contract;
 - (iii.2) date of the contract;
 - (iii.3) contract duration;
 - (iii.4) owner's name and address;
 - (iii.5) nature of work;
 - (iii.6) contractor's role (whether sole contractor subcontractor, or partner in a JV) and percentage of participation;
 - (iii.7) total contract value at award;
 - (iii.8) date of completion or estimated completion time;
 - (iii.9) total contract of value at completion, if applicable;
 - (iii.10) percentages of planned and actual accomplishments, if applicable.
 - (iii.11) value of outstanding works, if applicable;
 - (iii.12) the statement shall be supported by the notices of award and/or notices to proceed by the owners; and
 - (iii.13) the statement shall be supported by the Constructors Performance Evaluation System (CPES) rating sheets, and/or certificates of completion and owner's acceptance, if applicable;
- (iv) Unless otherwise provided in the **BDS**, valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project;
- (v) Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped and 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;
- (vi) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and

Class %B+Documents:

- (vii) If applicable, valid Joint Venture Agreement (JVA) or, in lieu thereof, 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 shall be included in the bid.
- #### (b) Technical Documents .
- (i) Bid security as prescribed in **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

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draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

ty bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instruments:

ments, which shall include the following:

- (ii.1) Organizational chart for the contract to be bid:
- (ii.2) List of contractor’s personnel (viz, project Manager, Project Engineers, Materials Engineers, and Foremen),to be assigned to the contract to be bid, with their complete qualification and experience data; and
- (ii.3) List of contractor’s equipments unit, which arte owned, leased, and/or under purchase agreements, supported by certification of availability of equipments from the equipments lessor/ vendor for the duration of the project; and
- (iii) Sworn statements in accordance with section 25.2 (b) (iv) of the IRR of RA 9184 and using the form prescribed in section IX. Bidding Forms.

13. Documents comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form in accordance with form prescribed in section IX, Bidding Forms: and
- (b) Any other document required in the **BDS**.

13.2. Unless indicated in the BDS, all Bids that exceed the ABC shall not be accepted

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid an offer made by a Bidder in addition or as a substitution to its original bid which may be included as part of this original bid or submitted separately therewith for purposes of bidding. A Bid with option is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 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
- 14.3 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid)

15. Bid Prices

- 15.1 The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill or Quantities. Bids not addressing or providing all of the requires items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus no price is indicated, the same shall be considered as non-responsive, but specifying a ~~0~~+(zero) for the said item would mean that it is being offered for free to the Government
- 15.3 All duties, taxes, and other levies payable by the contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4 Unless otherwise provided in the **BDS**, all bid prices for the give scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as indicated in the **BDS** and specified in **GCC** Clause 48 and its corresponding **SCC** provision.

16. Bid Currencies

- 16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purpose of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purpose of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid prices is expressed to Philippine Pesos at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security

so be extended corresponding to the extension of the bid validity period at the least. Without forfeiting its bid security, but his bid shall no longer be considered for furthering the request shall not be required or permitted to modify its bid.

18.1. The bid security in the stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) cash or cashier's/ manager's check issued by a universal or commercial bank.	two percent (2%)
(b) bank draft/ guarantee or irrevocable letter of credit issued by a universal or commercial bank: provided, however, that it shall be confirmed or commercial bank, if issued by a foreign bank.	
(c) surety bond callable upon demand issued by a surety or insurance company duly certified by the insurance commission as authorized to issue such security; and/or	five percent (5%)
(d) any combination of the foregoing.	proportionate to share of form with respect to total amount of security
(e) Notarized Bid Securing Declaration	

For biddings conducted by local government units, the Bidder may also submit bid securities in the form of cashier's/ manager's check, bank draft/ guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/ or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with Lowest Calculated Responsive Bid has signed the Contract and furnished the Performance Security , but in no case later than expiration of Bid Security Validity period indicated in **ITB** Clause 18.2
- 18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security pursuant to **ITB** Clause 32, the successful Bidder's Bid security will be discharged, but in no case later than the Bid security validity period as indicated in **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) If a Bidder:
- (i) Withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) Does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
 - (iii) Fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in **ITB** Clause 28.2; or
 - (v) Any other reason stated in the **BDS**.

19. **Format and Signing of Bids**

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 21.1 and the second shall contain the financial component of the bid.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare an original of the first and second envelopes as described in **ITB** Clause 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original prevail.
- 19.4. The bid, except for un amended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder
- 19.5. Any interlineations, ensures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of then Bidder.

20. **Sealing and Marking of Bids**

- 20.1. Unless otherwise indicated in the **BDS**, Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked "ORIGINAL- TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL- FINACIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. The **First envelope** shall contain two folders one for the **Eligibility documents** and **Technical documents** and the second envelope shall contain the **Financial documents**



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envelopes shall be similarly sealed duly marking the inner envelopes as %COPY
T+ and %COPY NO.____- FINANCIAL COMPONENT+ and the outer envelope as
e envelopes containing the original and the copies shall be enclosed in one single

the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be
zed representative/s.

- 20.5. All envelopes shall:
- (a) Contain the name of the contract to be bid in capital letters;

(b) Bear the name and address of the Bidder in capital letters;

(c) Be addressed to the Procuring Entity, BAC identified in **ITB** Clause

(d) Bear the specific identification of this bidding process indicated in the invitation to Bid; and

(e) Bear a warning %DO NOT OPEN BEFORE% the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.6 If Bids are not sealed and marked as required, the procuring Entity will assume no responsibility for the misplacement or premature opening of the bid. Moreover, failure to comply with the required sealing and marking of bids shall be a ground for disqualification.

C. Submission and Opening of Bids

21. Deadline of Submission of Bids

Bids must be received by the Procuring Entity, BAC at the address and on or before the date time indicated in the **BDS**.

22. Late BIDS

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to Clause 21, shall be declared %late+ and shall not be accepted by the Procuring Entity

23. Modification and Withdrawal of Bids

- 23.1. The bidder may modify its bid after it has submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidders shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as %TECHNICAL MODIFICATION+ or %FINANCIAL MODIFICATION+ and stamped %received+ by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the BDS to determined each Bidder's compliance with the documents prescribed in ITB Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary %pass/fail+ criterion. If a bidder submits the required documents, it shall be rated %passed+ for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall not be considered as %failed+. Otherwise, the BAC shall rate the said bid envelope as %passed+.
- 24.2. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated %passed+. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as %failed+. Only bids that are determined to contain all the bid requirements for both components shall be rated %passed+ and shall immediately be considered for evaluation and comparison.
- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to that representative during the bid opening. If the representative is not in attendance, the Bid shall e returned unopened by registered mail. The Bidder may withdrawn its bid prior to the deadline for the submission and receipt of bids, provided that that corresponding letter withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class %A+ Documents, the said certification may be submitted in lieu of the requirements enumerated in ITB Clause 12.1 (a), items (i) to (vi).

as described in ITB Clause 5, the Class %A+Documents enumerated in ITB Class appropriate equivalent documents, if any, issued by the country of the foreign Bidder

ment shall likewise submit the documents required in ITB Clauses 12.1 (a) (i) and ents required under ITB Clauses 12.1 (a) (vi) by any of the joint venture partners

- 24.7.
- A Bidder determined as %ailed+has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification within which to file a request for reconsideration with the BAC: Provided, however that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a request for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the request for reconsideration or protest has been resolved.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1.
- Members of the BAC, including its staff and personnel, as well as its Secretariat and TTWG, are prohibited from making or accepting any kind of communication with bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the **BDS** or in the case of ITB Clause 26.
- 25.2.
- Any effort by the bidder to influence the Procuring Entity l the Procuring Entity's decision in respect of Bid evaluation, Bid comparison or contract award will result in the rejection of the Bidder's Bid.

26. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for clarification of its bid. All responses to request for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not ne considered.

27. Detailed Evaluation and Comparison of Bids

- 27.1.
- The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2.
- In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:

(a)

The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

(b)

The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 27.3.
- The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated %passed+ using non-discretionary %pass/fail+ criterion. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:

(a)

Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considers non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a %0+(zero) for the said item would mean that it is being offered for free to the Procuring Entity; and

(b)

Arithmetical corrections. Consider computational errors, omissions, and other bid modifications, if allowed in the **BDS**, to enable proper comparison of all eligible bids. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 27.4.
- Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.
- 27.5.
- Unless otherwise indicated in the **BDS**, the Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 27.6.
- Bids shall be evaluated on an equal footing ensure fair competition. For this purpose, all bidders shall be requires to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

28. Post Qualification

- 28.1.
- The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2.
- Within a non-extendible period of three (3) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

(a)

Tax clearance per Executive Order 398, Series of 2005;

(b)

Latest income and business tax returns in the form specified in the **BDS**;

(c)

Certificate of PhilGEPS Registration; and

and permits required by law and stated in the **BDS**.

to duly submit the requirements under this Clauses or a finding against the veracity of the bid security and disqualification of the Bidder for award.

upon an examination of the documentary evidence of the Bidder's qualifications 2 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary pass/fail criterion.

- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price of its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactory. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated and Responsive Bid is determined for contract award.
- 28.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of government owned and government-owned and/or controlled corporations (GOCCs) and government financial institutions (GFIs), the period provided herein shall be fifteen (15) calendar days.

29. Reservation Clause

- 29.1. Notwithstanding the eligibility or post-qualification of a bid, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity;
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (c) The bidder with the Lowest Calculated Responsive Bid refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

30. Contract Award

- 30.1. Subject to **ITB** Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB).
- 30.2. Prior to the expiration of the period of Bid validity, the Procuring Entity shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within the prescribed period from receipt by the Bidder of the notice that It has the Lowest Calculated and Responsive Bid:
 - (i) Valid JVA, if applicable, within ten (10) calendar days;



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se and registration for the type and cost of the contract to be bid for foreign bidders, calendar days, if allowed under a Treaty of International or Executive Agreement Clause 12.1 (a) (iv);

s security in accordance with **ITB** Clause 32;

rovided in **ITB** Clause 31; and

- (d) Approval by higher authority, if required.

31. Signing of the Contract

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its Bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/ statements submitted;
 - (d) Performance Security;
 - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
 - (f) Notice of Award of Contract; and
 - (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from Procuring Entity and in no case later than the signing of the contract.
- 32.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) cash or cashier's/manager's check issued by a universal or commercial bank.	five percent (5%)
(b) bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank: provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank.	
(c) surety bond callable upon demand issued by a surety or insurance company duly certified by the insurance commission as authorized to issue such security; and/or	thirty percent (30%)
(d) any combination of the foregoing.	proportionate to share of form with respect to total amount of security

- 32.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the Lowest Calculated and Responsive Bid is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

33. Noticed to Proceed

- 33.1. Within three (3) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.
- 33.2. The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the Contract, unless otherwise specified in the **BDS**.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The details in the GCC and SCC, and submission thereof, along with others required documents listed therein, expressing all the rights and obligations of the parties, should be complete.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced through the SCC.

to identify defined terms.

jointly by the Procuring Entity and the Contractor to resolve disputes in the first case 21.

- 1.2. **Bill of Materials** refers to a list of the specific items of Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3. The Completion Date is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with GCC Clause 49.
- 1.4. The Contract is the Contract between the Procuring Entity and the Contractor to execute, complete and maintain the Works.
- 1.5. The Contract price is the price stated in the Letter of Acceptance and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.
- 1.6. Contract Time Extension is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.7. The Contractor is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.8. The Contractor's Bid is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.9. Days are calendar days; months are calendar months.
- 1.10. Day works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.11. A Defect is any part of the Works not completed in accordance with the Contract.
- 1.12. The Defects Liability Certificate is the certificate issued by Procuring Entity's representative upon correction of defects by the Contractor.
- 1.13. The Defects Liability Period is the one year period between project completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
- 1.14. Drawings are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations and other information provided or approved for the execution of this Contract.
- 1.15. Equipment refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.16. The Intended Completion Date refers to the date specified in the SCC when the Contractor is expected to have completed the Works. The intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.17. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.18. The Notice to Proceed is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.19. Permanent Works all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.20. Plant refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.21. The Procuring Entity is the party who employs the Contractor to carry out the works stated in the SCC.
- 1.22. The Procuring Entity's Representative refers to the Head of the Procuring Entity or his duly authorized representative, identified in the SCC, who shall be responsible for surveying the execution of the Works and administering this Contract.
- 1.23. The Site is the place provided by the Procuring entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.24. **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.25. **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the established from the work schedule. This actually described as a percentage of the Whole Works.
- 1.26. **Specification** means the description of Works to be done and the qualities of materials to be used, equipment to be installed and the mode of construction.
- 1.27. The **Start Date**, as specified in the SCC, is the date when the contractor is obliged to commence execution of the Works. It does not necessarily conclude with any of the Site Possession Dates.
- 1.28. A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.29. **Temporary Works** are works designed, constructed, installed and removed by the Contractor that are needed for construction or installation of Permanent Works.
- 1.30. **Works(s)** refer to the Permanent Works and temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's



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g out of all duties and obligations of the Contractor imposed by this Contract as

Contract, singular also means plural, male also means female or neuter, and the other way around. Readings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.

- 2.2. If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Work, the Completion Date, and the Intended Completion Date 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. **Governing Language and Law**

- 2.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.
- 2.2. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

3. **Communications**

Communications between parties that are to in Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

4. **Possession of Site**

- 5.1. On the date specified in the **SCC**, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with 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.
- 5.2. If possession of the portion is not given by the date stated in the **SCC** Clause 5.1, 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 shall be in accordance with **GCC** Clause 47.
- 5.3. The contractor shall bear all costs and charges for special or temporary right-of-way require by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4. The contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to carried out.

5. **The Contractor's Obligations**

- 5.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All materials and Plant on Site shall be deemed to be property of the Procuring entity.
- 5.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with e)the Program of Works submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 5.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 5.4. The Contractor shall carry out all instructions of the Procuring entity's Representative that comply with the applicable laws where the Site is located.
- 5.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **SCC**, 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.
- 5.6. If the Procuring entity's representative asks the Contractor to remove a member of the Contractors staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the site within seven (7) days and has no further connection within the Works in this Contract.
- 5.7. During Contract Implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 5.8. The contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 5.9. The contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor or any such modification thereto.
- 5.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's representative's instruction in dealing with them.



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CC, within ten (10) calendar days from receipt of the Notice of Award from the
r than the signing of the contract by both parties, the contractor shall furnish the
described in ITB Clause 32.2

favor of the Procuring Entity shall be forfeited in the event it is established that the obligations under the Contract.

- 7.3. The performance security shall remain valid until issuance by the Procuring entity of the Certificate of final Acceptance,
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring entity.
 - (b) The Contractor has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 7.5. The contractor shall post an additional performance security following the amount and form specified in ITB Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6. In case of a reduction in the contract value or for completed Works under the contract which are usable and accepted by the Procuring entity the use of which, in the judgment of the implementing agency or the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 7.1. The contractor, by entering into the contract with the Procuring Entity, acknowledges the right of the procuring Entity to institute action pursuant to Act 3688 against any subcontractor be that an individual, firm, partnership, corporation/, or association supplying the contractor with labor, materials and/or equipment for the performance of this Contract.

- 8.1. Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in the **ITB** Clause 8.1.
- 8.2. Subcontracting of any portion of the Work does not relieve the contractor of any liability and obligation under this Contract. The Contractor 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.
- 8.3. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this contract, subject to compliance with the required qualifications and approval of the Procuring Entity.

9.1. The contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring entity may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages shall not affect the Contractor. Once cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this contract, the Procuring entity shall rescind this Contract, without prejudice to other courses of action and remedies open to it.

9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the payment to the date of repayment, at the rates specified in **GCC** Clause 40.1.

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

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.

12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

12.2. The defects liability period for infrastructure projects shall be one year from project completion up to final acceptance by the Procuring entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the Head of the Procuring entity has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

ly with the preceding paragraph, the Procuring entity shall forfeit its performance s) to attachment or garnishment proceedings, and perpetually disqualify it from payables of the GOP in his favor shall be offset to recover the costs.

by the Procuring Entity, the Contractor shall be held responsible for %Structural deficiencies in one or more key structural elements or structure, or %Structural Failures, I elements in an infrastructure facility fails or collapses, thereby rendering the facility

or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:

- (a) Contractor . Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
 - (b) Consultants . Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
 - (c) Procuring Entity’s Representative/Project Manager/Construction Managers and Supervisors . The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project.
 - (d) Third Parties- Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like in which case the applicable warranty to such structure should be levied to third for their construction or restoration works.
 - (e) Users . Incases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.
- 12.5. The warranty against Structural Defects/failures, except those occasioned on force majeure, shall cover the period specified in the **SCC** reckoned from the date of issuance of the Certificate of final Acceptance by the Procuring Entity.
- 12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Minimum Amount if Percentage (%) of Total Contract Price
(a) cash or letter of credit issued by universal or commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank.	five Percent (5%)
(b) bank guarantee confirmed by universal or commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank	ten Percent (10%)
(c) surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the insurance commission	thirty Percent (30%)

- 12.7. The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after lapse of said one year period.
- 12.8. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

13. 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.

14. Procuring Entity’s Risk

- 14.1. From the Start date until the Certificate of final Acceptance has been issued, the following are risks of the Procuring Entity:
- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plats, Materials and Equipment), which are due
 - (i) any type of use or occupation of the site authorized by the Procuring entity after the official acceptance of the works; or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to Works, Plants, Materials and Equipment to the extent that it is due to a fault of the Procuring entity or in the Procuring entity’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.



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- and at his own expense, obtain and maintain, for the duration of this Contract, the

ice
- (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;

(c) Personal injury or death of Contractor’s employees; and

(d) Comprehensive insurance for third party liability to Contractor’s direct or indirect act or omission causing damage to third persons.
- 15.2. The Contractor shall provide evidence to the Procuring Entity’s Representative that the insurances required under this Contract have been affected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity’s Representative. Such evidence and such policies shall be provided to the Procuring Entity’s through the Procuring Entity’s representative.
- 15.3. The Contractor shall notify the insurances in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity’s Representative the insurance policies in force including the receipts for payment of the current premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity’s Representative.
- 15.4. If the Contractor fails to obtain and keep in force the insurance referred to herein or any other insurance which may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor’s expense, take whatever measure is deemed necessary for its protection and that of the Contractor’s personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under **GCC** Clause 40 until the Contractor complies with this Clause.
- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring entity’s demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:

(a) The issuer of the insurance policy to be replaced has:

(i) become bankrupt

(ii) been placed under receivership or under a management committee;

(iii) been sued for suspension of payment ; or

(iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or

(vi) Where reasonable grounds exist that the insurer may not be able, fully promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

- 16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
- 16.2. due to the Contractor’s fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
- 16.3. Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- 16.4. The Contractor:

(a) Abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the procuring entity;

(b) Does not actually have on the project Site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;

(c) Does not execute the Works in accordance with this Contract or persistently or flagrantly to carry out its obligations under this Contract;

(d) Neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or

(e) Sub-lets any part of this Contract without approval by the Procuring Entity.
- 16.5. All materials on the Site, Plant, Equipment and Works shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the contractor’s default.

contract with the Procuring entity if the works are completely stopped for a continuous
days through no fault of its own, due to any of the following reasons:

entity to deliver, within a reasonable time, supplies, materials, right of way, or other
sh under the terms of this Contract; or

- (b) The prosecution of the Works is disrupted by the adverse peace and order situation, as certified by the Armed forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

18. Termination for Other Causes

- 18.1. The procuring entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate this Contract for the convenience of the Procuring entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.
- 18.2. The Procuring entity or the contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
- 18.3. Fundamental breaches of Contract shall include, but shall not limited to, the following:
 - (a) The contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Works and the stoppage has not been authorized by the Procuring Entity’s Representative;
 - (b) The Procuring Entity’s Representative instructs the Contractor to delay the progress of the Works, and the instructions is not withdrawn within twenty eight (28) days;
 - (c) The Procuring Entity shall terminate the Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor’s insolvency, any Contractor’s Equipment which the Procuring entity instructs in the notice is to be used until the completion of the Works;
 - (d) A payment certified by the Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity’s Representative.
 - (e) The Procuring entity’s Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity’s Representative;
 - (f) The contractor does not maintain a Security, which is required;
 - (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **GCC** Clause 9; and
 - (h) 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, the following:
 - (i) corrupt, fraudulent, collusive and coercive practices as defined in **ITB** clause 3.1(a);
 - (ii) drawing up or using forged documents;
 - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (iv) any other act analogous to the foregoing;
- 18.4. The funding source of the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity’s Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 183., the Procuring Entity’s Representative shall decide whether the breach is fundamental or not.
- 18.6. If this Contract is terminated, the Contractor shall stop at works immediately , make the Site safe and secure, and leave the Site as soon as reasonably possible,

19. Procedures for Termination of Contracts

- 19.1. The following provisions shall govern the procedures for the termination of this Contract:
 - (a) upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) days, verify the existence of such grounds and cause the execution of Verified Report, in with all relevant evidence attached;
 - (b) Upon recommendation by the Implementing Unit, the Head of the Procuring entity shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall be;
 - (i) that this Contract is being terminated for any of the ground afore-mentioned, and a statement of the acts that constitute the grounds constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and



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- ns of the Procuring Entity, if any.
- all be accompanied by a copy of the Verified Report;
-) calendar days from receipt of the Notice of Termination, the Contractor shall submit g Entity a verified position paper stating why the contract should not be terminated. If v cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Bidder’s verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractors receipt or the notice;
 - (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. Its shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated form receipt of the Contractor of the notice of decision. The termination shall only be based on the grounds stated in the Notice to Terminate; and
 - (f) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.
- 19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecutions as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following;
- (a) failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed (~~%NTP+~~);
 - (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative pursuant to the implementation of the contract for the procurement of infrastructure projects or consultancy contracts, lawful instruction include but are not limited to the following:
 - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
 - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
 - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
 - (c) Assignment and subcontracting of the contract or any part thereof substitution of key personnel named in the proposal without prior written approval by the procuring entity.
 - (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor’s Performance Evaluation System (~~%CPES+~~) rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the constructor shall be construed as poor performance:
 - (i) Negative slippage of 15% and above within the critical path of the project due to the fault or negligence of the contractor and
 - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor’s fault or negligence.
 - (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.

20. Procedures for Termination of Contracts

- 20.1. For purposes of this Contract the terms “*force majeure*” and ~~%~~fortuitous event+ may be used interchangeably. In this regard, a fortuitous event of force majeure shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise or reasonable diligence by the Contractor.
- 20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity’s Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value to the Site, adjusted by the following:

actor is entitled under **GCC** Clause 28;
and demobilization;
ing entity is entitled.
repaid within a reasonable time period from the time of the notice of termination.

21. Resolution of Disputes

- 21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2. If the Contractor believes that a decision taken by the PROCURING ENTITY’s Representative was either outside the authority given to the PROCURING ENTITY’s Representative by this Contract or that decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the **SCC** within fourteen (14) days of the notification of the PROCURING ENTITY’s Representative decision.
- 21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the “Arbitration Law” and Republic Act of 2004; *Provided, however*, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR-A: *Provided, further*, that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution. Additional instructions on resolution of disputes, if any, shall be indicated in the **SCC**.

22. Suspension of Loan, Credit, Grant, or Appropriation

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring to the Procuring Entity, from which part of the payments to the Contractor are being made:

- (a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- (b) If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor’s claim for payment has been certified by the Procuring Entity’s Representative, the Contractor may immediately issue a suspension of work notice in accordance with **SCC** Clause 45.2

23. Procuring Entity’s Representative’s Decisions

- 23.1 Except where otherwise specifically stated, the Procuring Entity’s Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity’s.
- 23.2 The procuring Entity’s Representative may delegate any of his duties and responsibilities to other people, except to the arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

24. Approval of Drawings and temporary Works y the Procuring Entity’s Representative

- 24.2. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity’s Representative before its use.
- 24.2. The Contractors shall be responsible for design of Temporary Works.
- 24.3. The Procuring Entity’s Representative’s approval shall not alter the Contractor’s responsibility for design Temporary Works.
- 24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

25. Acceleration and Delays Ordered by the Procuring Entity’s Representative

- 25.1. When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity’s Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 25.2. If the Contractor’s Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

26. Extension of the Intended Completion Date

- 26.1. The Procuring Entity’s Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion date to be achieved by the Contractor without taking steps to accelerate costs. Unless specified in the **SCC**, no payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 26.2. The Procuring Entity’s Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractors asking the Procuring Entity’s Representative for a decision thereto after fully submitting information. If the Contractor has failed to give early warning of a delay or ahs failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.



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...ve with the prior approval of the Procuring Entity may instruct Variations, up to a
percent (10%) of the original contract cost.

- (a) ... and lump sum price agreed between the parties;
- (b) Where appropriate rates in this Contract;
- (c) In the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
- (d) At appropriate new rated equal to or lower than current industry rates and to be agreed upon by both parties and approved by the Head of the Procuring Entity.

28. **Contractors Right to Claim**

If the Contractor incurs cost as a result of any of the events under GCC Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

29. **Dayworks**

- 29.1. Subject to **GCC** Clause 43 on Variation Order, 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 give written instructions in advance for additional work to be paid for in that way.
- 29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.
- 29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. **Early Warning**

- 30.1. The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2. The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

31. **Program of Work**

- 31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2. An update of the Program of Work shall the show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changed to the sequence of the activities.
- 31.3. 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 o Work within this period, the PROCURING ENTITY's Representative may withhold the amount stated in the **SCC** from the next payment after certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
- 31.4. When Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations; and if allowed, any Compensation Event.
- 31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

32. **Management Conferences**

- 32.1. Either the Procuring entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matter raised in accordance with the early warning procedure.
- 32.2. The Procuring Entity's representative shall record the business of management Conferences and Provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the PROCURING ENTITY's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attend the Conference.

33. **Bill of Quantities**

- 33.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.



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ulate the Contract Price. The Contractor is paid for the quantity of the work done at the Contract Price. If the quantity of work actually done differs from the quantity in the Bill of Quantities for the particular item and is not more than 10% in excess of the original quantity, provided the aggregate changes for all items do not exceed ten percent of the original Contract Price, the Procuring Entity's Representative shall make the necessary adjustment.

33.1. If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

34. Instructions, Inspections and Audits

- 34.1. The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test any samples. Of there is no defect, the test shall be a Compensation Event.
- 34.3. The Contractor shall permit the Funding source named un the **SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, id so require by the Funding Source.

35. Identifying Defects

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective.

36. Cost of Repair

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractors at the Contractor's cost if the loss or damage arises from the Contractor's acts or omission.

37. Correction of Defects

- 37.1. The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion Date up to final acceptance by the Procuring Entity's unless otherwise specified in the **SCC**. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. Uncorrected Defects

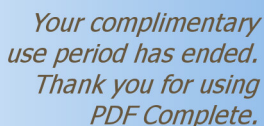
- 38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price
- 38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

- 39.1. 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**.
- 39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stimulated in the Condition of Contract, subject to the maximum amount stated in **SCC** Clause 39.1.

40. Progress Payments

- 40.1. The Contractor may submit a request for payments for Work accomplished. Such request 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.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amount to be paid to the contractor as progress payment:



rk previously certified and paid for.

ment to be recouped for the month.

ance with the condition of contract.

(a) Amount to cover third party liabilities.

(e) Amount to cover uncovered discovered defects in the works.

40.3. Payments shall be adjusted by deducting there from the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. Unless otherwise indicated in the **SCC**, no payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that a least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.

40.5. Items of the Works for which a price of ~~0-~~ (zero) has been entered will not be paid for by Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

41. Payment Certificates

41.1. The Contractor shall submit to the Procuring Entity's Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

41.2. The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

41.3. The value of Work executed shall:

(a) Be determined by the Procuring Entity's Representative;

(b) Comprise the value of the quantities of the items in the Bill of Quantities completed; and

(c) Include the valuations of approves variations.

42. Retention

42.1. The Procuring Entity shall retain from each of ten percent (10%), unless otherwise specified in the **SCC**, referred to as the **retention money**. Such retention shall be based on the total amount due to the Contractor prior or any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactory done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefore.

42.3. The total retention money shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for which the ten (10%) percent retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.

42.4. On completion of the whole Works, the Contractor may substitute retention money with an ~~on demand~~ Bank guarantee in a form acceptable to the Procuring Entity.

43. Variation Orders

43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the ~~was~~ ^{has} ~~staked~~ ^{staked} plans or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.

43.2. A Change Order may be issued by the implementing official to cover any increase/decrease in quantities of original Work items in the contract.

43.3. An Extra Work Order may be issued by the implementing official to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contractor where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.

43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out of the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the Head of the Procuring Entity may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however*, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).

43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commended or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days delivers a written communication giving full and detailed particulars of any extra cost in order that it may be

provide either of such notices in the stipulated shall constitute a waiver by the
tion and submission of Variation Orders are as follows:

representative/Project Engineer believes that a Change Order or Extra Work Order
will prepare the proposed Order accompanied with the notices submitted by the
fore, his computations as to the quantities of the additional works involved per item
ons where such works are needed, the date of his inspections and investigations
thereof, and a detailed estimate of the unit cost of such items of work, together with
his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the
Head of Procuring Entity for approval.

- (b) The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the technical staff of the Procuring Entity to conduct an on-the-spot investigation to verify the need of the Work to be procedure. A report of such verification shall be submitted directly to the Head of the Procuring Entity for consideration.
- (c) The, Head of the Procuring Entity or his duly authorized representative, after being satisfied that such Change Order or Extra Work Order is justified and necessary, shall review the estimated quantities and prices and forward the proposal with the supporting documentation to the Head of the Procuring Entity for consideration.
- (d) If, after review of the plans, quantities and estimated unit cost of the items of work involved, the proper office of the procuring entity empowered to review and evaluate Change Orders or Extra Work Orders recommends approval thereof, Head of the Procuring Entity or his duly authorized representative, believing the Change Order or Extra Work Order to be in order, shall approve the same.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Heap of the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. Contract Completion

Once the project reaches an accomplishment of ninety five percent (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

45. Suspension of Work

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional engineer/consultant or equivalent official, as the case may be, due to the following:
 - (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
 - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the effected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
 - (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
 - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- 45.3. In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effective order of suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

46. Payment on Termination

- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall be issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.



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of any kind por other special circumstances of any kind whatsoever occur such as to
ension of contract time, the Procuring Entity shall determine the amount of such
g Entity is not bound to take into account any claim for an extension of time unless
ation of the contract time and within thirty (30) calendar days after such work has
stances leading to such claim have arisen, delivered to the Procuring Entity notices
in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the
Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and
extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's option,
the findings of facts justify an extension.

- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the Head of the Procuring Entity. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. **Price Adjustment**

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price adjustment shall be allowed unless otherwise specified in the SCC.

49. **Completion**

The Contractor shall request the Procuring Entity's Representative to issue a certificate of Completion of the Works, and the Procuring Entity's Representative will do so upon deciding that the work is completed.

50. **Taking Over**

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date the Procuring Entity's Representative issues a certificate of Completion.

51. **Operating and Maintenance Manuals**

- 51.1 If ~~as~~ built+ Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the SCC from payments due to the Contractor.



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Republic of the Philippines
Department of Public Works and Highways
OFFICE OF THE SECRETARY
Manila

DEPARTMENT ORDER)
No. 24)
Series of 2009)

SUBJECT: Accreditation of Contractors, Consultants, Materials
Engineers who Passed the March 14, 2009 Accreditation
Examination

In accordance with Department Order No. 184, Series of 1999, the following engineers who passed the DPWH accreditation examination held on March 14, 2009 are hereby accredited Materials Engineers, with corresponding classification indicated opposite their names.

In view of their accreditation, the above-named accredited materials engineers may be assigned to DPWH projects, subject to the following limits of assignment as spelled out under Department Order No. 42, Series of 2006.

Classification	Limits of Assignment
Materials Engineer II	One (1) project, no cost limit Two projects located within the same province with an aggregate cost of P10M but not more than P30M
Materials Engineer I	One project costing not more than P100M or Three projects located within the same province with an aggregate cost of P1M but not more than P3M.

A Certificate of Accreditation and an Identification Card bearing a Permanent Accreditation Number shall be issued to each accredited engineer.

(Signed)
HERMOGENES E. EBDANE, JR.
Secretary



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Republic of the Philippines
Department of Public Works and Highways
OFFICE OF THE SECRETARY
M a n i l a

DEPARTMENT ORDER)
NO. 90) SUBJECT: BOOKBINDING AND Series of 2002)
PAGING OF PRE-QUALIFICATIONS
BID DOCUMENTS

In order to improve transparency and prevent any insinuation of impropriety in evaluation of contracts pre-qualification and bid documents, all implementing Offices concerned are hereby directed to include the following measures in the Invitation to pre qualify/Apply for Eligibility to Bid- Instructions to Bidders and to be taken up during Prebid conferences, to wit:

All prequalification and bid documents being required for submission must be properly book bound: and

The contents of which must be all numbered/paginated consecutively, the total number of which must be indicated in the covering and signed by the duly authorized representative.

This Order shall take effect immediately.

(Signed)
SIMEON A. DATUMANONG
Secretary



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Republic of the Philippines
Department of Public Works and Highways
OFFICE OF THE SECRETARY
M a n i l a

DEPARTMENT ORDER)
NO.135)
Series of 1991)

SUBJECT: AMENDING/CLARIFYING
DEPARTMENT ORDER
NO.8 SERIES OF 1991

In line with concept of public bidding that bidders shall bid on equal footing, it is directed that the prequalification, Bids and Awards Committee (PBAC) shall require contractor-applicants to submit, as an additional documents for prequalification, a sworn statement wherein the contractor-applicant shall state that he has no relative within the forth degree of relationship, whether consanguinity or affinity, including ~~%bilas+, %aso+ or %alae+~~ in the DPWH who has something to do with prequalification, bidding, award and approval of contracts and that no official/employee of the Department, his/her spouse and un emancipated children have, either direct or indirect, financial or material interest in his construction business, irrespective of where in the DPWH such relative is employed.

If the contractor-applicant is a corporation or other judicial person, this requirement shall also apply if the controlling stockholders or managing partner (in case of corporation or partnership), as the case may be has a relative in the DPWH within the prohibited degree of relationship above-mentioned. The sworn statement shall be executed by the person authorized to represent in the public bidding as evidenced by a board resolution in the case of corporation, or a letter of authorization in the case of a partnership.

A controlling stockholder is any person who owns, directly or indirectly, the majority of the share of stocks sufficient to elect a director of a corporation.

This additional requirement shall be discussed during the pre-bid conference as among the documents to be contained in the first envelope mentioned in clause 1B 1.02(2) of the Implementing Rules and Regulations (IRR) of P.D. 1594.

Non-compliance by any contractor hereof shall be a ground for rejection of his bid and/or disqualification from obtaining an award of contract if it turns out that said contractor has a relative (s) referred to above, in addition to the corresponding sanctions that shall be imposed against the subject contractor pursuant to the provisions of the IRR of P.D. 1594 on misrepresentations.

This Order superseded/amend Department Order No. 8 and such other Orders or portions thereof inconsistent herewith and shall take effect immediately.

(Signed)
SIMEON A. DATUMANONG
Secretary



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Republic of the Philippines
Department of Public Works and Highways
OFFICE OF THE SECRETARY
M a n i l a

September 30, 1993

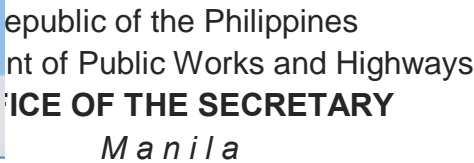
DEPARTMENT ORDER)	SUBJECT: AUTHORITY OF BIDDERS
NO. 176)	REPRESENTATIVE IN PUBLIC
SERIES OF 1993)	BIDDING

To preserved, protect and enhance the integrity of all processes relative to the conduct of biddings, simplified or public, all bidders should provide their representative with proper authority on matters pertaining to submission/ withdrawal of bids, attendance in pre-bid conference and opening and reading of bids.

To ensure compliance herewith, this requirement shall be incorporated in the instructions to bidders and in other bid documents.

For strict compliance.

(Signed)
GREGORIO R. VIGILAR
Secretary



SUBJECT: %Revised Expressions of Interest+Form to be used by Bidders.

(Signed)
SIMEON A. DATUMANONG
Secretary



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REPUBLIKA NG PILIPINAS
AGWAIN AT LANSANGAN PAMBAYAN
KAGGAPAN NG KALIHIM
MAYNILA

August 10, 2001

MEMORANDUM

TO: All Regional Directors
Project Engineers
District Engineers
This Department

Subject : *Construction Safety and Health Program*

This has reference to the Construction Safety and Health program as one of the requirements of the first envelope in the submission of bids during bidding of infrastructure projects. Pursuant to the Implementing Rules and Regulations of P.D. 1594 as amended 12 August 2000, 1B 10.2.2, the document that is to be submitted is the %Construction Safety and Health Program, as required by the Department of Labor and Employment (DOLE) Occupational Safety and Health Standard+. However, before the implementation of the project, such program will have to be forwarded by the winning bidder to the Bureau of Working Conditions of the DOLE for approval.

For strict compliance.

(Signed)
SIMEON A. DATUMANONG
Secretary