

PORO POINT MANAGEMENT CORPORATION

A Member of the Bases Conversion and Development Authority

CONTRACT FOR THE IMPROVEMENT OF THE SAN FERNANDO AIRPORT ACCESS ROAD AND PARKING

September 2023

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

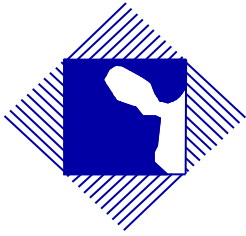
PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



PORO POINT MANAGEMENT CORPORATION

A Member of the Bases Conversion and Development Authority

INVITATION TO BID FOR THE IMPROVEMENT OF THE SAN FERNANDO AIRPORT ACCESS ROAD AND PARKING

1. The Poro Point Management Corporation (PPMC), through the approved PPMC Corporate Budget for CY 2023, intends to apply the sum of Seven Million Seven Hundred Fifty Thousand Pesos (Php 7,750,000.00) being the Approved Budget for the Contract (ABC) to payments under the Contract for the Improvement of the San Fernando Airport Access Road and Parking/ PPMC2023-040. Bids received in excess of the ABC shall be automatically rejected/disqualified at bid opening.
2. The Poro Point Management Corporation (PPMC) now invites bids for the above Procurement Project. Completion of the Works is required within Thirty (30) calendar days from the issuance of Notice to Proceed. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from Poro Point Management Corporation thru the BAC Secretariat and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested bidders on September 7, 2023 or until the deadline for submission of Bids on September 27, 2023 before 10:00 a.m. from given address and website/s below and upon payment of a non- refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (Php 10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

The complete set of bidding documents and form in PDF Format may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Payment of the bidding documents may also be done through bank payment; details are as follows:

Name of Bank: Landbank of the Philippines, San Fernando, La Union Branch Account
Name: Poro Point Management Corporation
Current Account Number: 0202021824

Upon payment, bidders are required to submit their proof of payment and email it to ppmcbacsecretariat@gmail.com in order for PPMC to issue an Official Receipt which will also be emailed to the bidder's email address together with the Complete Set of the Bidding Documents and Issuance of Bidding Documents Form. Upon receipt of the e-mail from the BAC Secretariat, bidders are required to e-mail back the Issuance of Bidding Documents Form.

6. The Poro Point Management Corporation will hold a Pre-Bid Conference on September 15, 2023 at 10:00 a.m. which shall be open to prospective bidders.

The Pre-bid Conference will be conducted in person by the BAC and TWG, or at the option of prospective bidder/s and observers through video conferencing using Zoom platform with the following details:

- Meeting ID: 840 6707 5626
- Passcode: ppmc

Pre-bid Conference will also be live streamed via Facebook at Poro Point Management Corporation's Official Facebook Page (@PPMCOfficial).

Representative of the bidders and observers shall be prepared to login and are advised to be on standby at least twenty (20) minutes before the start of the pre-bid conference to ensure connection to the Zoom Meeting Room.

To facilitate monitoring of participants entering the Zoom Meeting Room, participants must enter their Company/Agency Name and their Complete Name. Example: [Poro Point Management Corporation- Juan Dela Cruz].

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below or electronic submission at ppmcbacsecretariat@gmail.com on or before September 27, 2023 at 10:00 a.m. Philippine Standard Time.

Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.

For Electronic submission of proposals, submission may be done through electronic mail and proposals must be duly received by the BAC Secretariat through the email address, ppmcbacsecretariat@gmail.com on or before September 27, 2023 at 10:00 a.m., provided that the following will be observed:

- a. Use of a two-factor security procedure consisting of an archive format compression and password protection to ensure the security, integrity and confidentiality of the submitted proposal;

Bidders may use the following for archiving and password protection of the proposals. (Example: WinRar, WinZip)

For the security of proposals submitted, the Bidders may use the following to encrypt

their files. (Example: MS Word, Adobe Acrobat)

- b. Allow access to a password-protected Technical Proposal and password-protected Financial Proposal on opening date and time.

The passwords for accessing the file for the Technical Proposal and the Financial Proposal will be disclosed by the Bidders only during the actual opening of proposals which will be on September 27, 2023 at the time of the opening of the submitted bid.

A PDF file containing the instructions on encrypting an Archive with WinRAR and encrypting a PDF with Acrobat DC is attached to this Bidding Documents.

Late bids shall not be accepted.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
9. Bid opening shall immediately follow after the deadline for submission of bids at the given address below. The bid opening will also be available through video conferencing using Zoom platform with the following details:
 - Meeting ID: 824 6437 2697
 - Passcode: ppmc

Representatives of the bidders may attend in person or online via Zoom Conferencing who shall be prepared to login and are advised to be on standby at least twenty (20) minutes before the scheduled deadline and opening of bids to ensure connection to the Zoom Meeting Room. Failure to join on the set date and time shall be marked as late and shall constitute as waiver to be present for the activities that have lapsed until he/she joined the meeting. The bidder cannot question activities that were conducted in his/her absence.

To facilitate monitoring of participants entering the Zoom Meeting Room, participants must enter their Company/Agency Name and their Complete Name. Example: [Poro Point Management Corporation- Juan Dela Cruz].

The BAC-Secretariat shall proceed with the roll call to record the attendance and determine the presence of a quorum and the name of the suppliers who submitted bids. Thereafter, the BAC Secretariat shall officially announce the start of the bid opening.

10. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The Poro Point Management Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and

Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

MS. CHARLOTTE C. BANDOLIN
Head, BAC Secretariat
Poro Point Management Corporation Gov. Joaquin L. Ortega Avenue
Poro Point Freeport Zone
Poro, City of San Fernando 2500, La Union
Mobile Number: 09458222033
Email Address: ppmc.bacsecretariat@gmail.com
Website: www.poropointfreeport.gov.ph

13. You may visit the following website:

For downloading of Bidding Documents: www.poropointfreeport.gov.ph

September 7, 2023

(SGD) ATTY. MARLOU P. PACLEB
Chairperson
Bids and Awards Committee for the Procurement of Infrastructure Projects

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Poro Point Management Corporation invites Bids for the contract for Contract for the Improvement of the San Fernando Airport Access Road and Parking, with Project Identification Number PPMC2023-040.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for PPMC Corporate Budget for CY 2023 in the amount of Seven Million Seven Hundred Fifty Thousand Pesos (Php 7,750,000.00) being the Approved Budget for the Contract (ABC) to payments under the Improvement of the San Fernando Airport Access Road and Parking.

2.1. The source of funding is the GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

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

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

An Affidavit of No-Subcontracting shall be submitted as an attachment of the Contract

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through face to face at the PPMC Administration Building and video conferencing using Zoom platform as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

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

- 15.2. The Bid and bid security shall be valid until January 24, 2024. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																															
5.2	For this purpose, contracts similar to the project refer to contracts which have the same major categories of work, which shall be: Asphalt overlay or application of Bituminous Concrete Surface Course.																														
7.1	Subcontracting is not allowed.																														
10.3	Valid Philippine Contractors Accreditation Board (PCAB) license with size and range of at least Small B.																														
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>5 years</td> <td>2 years</td> </tr> <tr> <td>Project Engineer</td> <td>2 years</td> <td>1 year</td> </tr> <tr> <td>Materials Engineer</td> <td>2 years</td> <td>1 year</td> </tr> <tr> <td>Safety Officer</td> <td>2 years</td> <td>1 year</td> </tr> <tr> <td>Foreman</td> <td>2 years</td> <td>1 year</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>General experience pertains to over all work experience as key personnel.</p> <p>Relevant experience pertains to work experience as a key personnel similar to the contract to be bid.</p> <p>There shall be separate individuals who will occupy the aforesaid positions.</p>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	5 years	2 years	Project Engineer	2 years	1 year	Materials Engineer	2 years	1 year	Safety Officer	2 years	1 year	Foreman	2 years	1 year												
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Asphalt Distributor</td> <td>at least 5 tons</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Power Broom</td> <td>at least 20 m. wide</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Asphalt Paver</td> <td>at least 80 Hp</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Pneumatic Tire Roller</td> <td>at least 10 m.t.</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Tandem Steel Roller</td> <td>at least 10.1 m.t., CC421</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Water Truck</td> <td>at least 1000 gals</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Service Truck/ Cargo Truck</td> <td>at least 1.80 T</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Rollers, walk behind</td> <td>at least 6.5 Hp</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Plate Compactor</td> <td>at least 5 Hp</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Asphalt Distributor	at least 5 tons	1	Power Broom	at least 20 m. wide	1	Asphalt Paver	at least 80 Hp	1	Pneumatic Tire Roller	at least 10 m.t.	1	Tandem Steel Roller	at least 10.1 m.t., CC421	1	Water Truck	at least 1000 gals	1	Service Truck/ Cargo Truck	at least 1.80 T	1	Rollers, walk behind	at least 6.5 Hp	1	Plate Compactor	at least 5 Hp	1
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Plate Compactor	at least 5 Hp	1																													
12	None																														
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than Php 155,000.00 <i>[two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p>																														

	<p>b. The amount of not less than Php387,500 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</p>
16	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.</p> <p>For Electronic submission of proposals, submission may be done through electronic mail and proposals must be duly received by the BAC Secretariat through the email address, ppmcbacsecretariat@gmail.com on or before September 27, 2023 at 10:00 a.m., provided that the following will be observed:</p> <p>a. Use of a two-factor security procedure consisting of an archive format compression and password protection to ensure the security, integrity and confidentiality of the submitted proposal.</p> <p>Bidders may use the following for archiving and password protection of the proposals. (Example: WinRAR, WinZip)</p> <p>For the security of proposals submitted, the Bidders may use the following to encrypt their files. (Example: MS Word, Adobe Acrobat)</p> <p>b. Allow access to a password-protected Technical Proposal and password-protected Financial Proposal on opening date and time.</p> <p>The passwords for accessing the file for the Technical Proposal and the Financial Proposal will be disclosed by the Bidders only during the actual opening of proposals which will be on September 27, 2023, at the time of the opening of the submitted bid.</p> <p>A PDF file containing the instructions on encrypting an Archive with WinRAR and encrypting a PDF with Acrobat DC is attached to this Bidding Documents.</p>
19.2	<p>Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20	<p>Within five (5) calendar days from receipt by the bidder of the notice from the BAC that the bidder has the Lowest Calculated Bid, the bidder shall submit to the BAC its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).</p> <p>Class “A” eligibility documents supporting the PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR of RA 9184 shall also be submitted during post-qualification.</p>
21	<p>Submission of the following additional contract documents:</p> <p>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 PERT/CPM or other acceptable tools of project scheduling. Affidavit of No Sub-Contracting</p>

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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

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

4. **The Contractor's Obligations**

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

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

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	The Intended Completion date is Thirty (30) calendar days from the issuance of Notice to Proceed.
4.1	The Poro Point Management Corporation shall give possession of all parts of the Site to the Contractor.
6	The site investigation reports are not available.
7.2	In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within fifteen (15) days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is ten percent (10%) of the Contract Cost.
13	The amount of the advance payment is 15% of the Contract and to be paid in two (2) equal installments.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which "as built" drawings are required is fifteen (15) days upon project completion prior to final billing.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is ten percent (10%) of the final billing.

Section VI. Specifications

SPECIFICATIONS FOR THE IMPROVEMENT OF THE SAN FERNANDO AIRPORT ACCESS ROAD AND PARKING

GENERAL PROVISIONS

The works to be executed under this contract covers the Improvement of the San Fernando Airport Access Road and Parking. The Contractor shall provide all the necessary materials to complete the works required by the plans and specifications, including the corresponding labor, tools and equipment. This specification sets out the basic standard and quality of materials and workmanship required by PPMC. The Contractor shall ensure that these requirements are strictly adhered to when carrying out the works, unless otherwise instructed.

The technical specifications comprises of the standard specifications and supplemental specifications. For this project, the standard specifications of the Department of Public Works and Highways, 2013 Edition: Volume II- Standard Specifications for Highways, Bridges and Airports to complement the supplemental specifications which are additions to cover the conditions peculiar to a project.

This Section – Specifications is composed of two parts;

PART 1 – STANDARD SPECIFICATIONS FOR HORIZONTAL STRUCTURES

The Standard Specifications shall be for those Items copied verbatim from Department of Public Works and Highways, 2013 Edition: Volume II- Standards Specifications for Highways, Bridges and Airports

PART 2 – SUPPLEMENTAL SPECIFICATIONS

A. SITE WORKS

1. SITE PREPARATION, REMOVAL OF PLANTS, CLEARING AND GRUBBING)

The Contractor shall take all necessary steps during site preparation, removal of plants and clearing to protect adjoining structures, footpath, etc. Site clearing shall be carried out in such a manner as to cause a little inconvenience as possible to public and to safeguard the public safety at all times. Clear site for all debris and haul out before construction. It is the responsibility of the Contractor to haul debris materials out of the site and transfer it to a suitable location. Gridlines shall be plotted on site and staking should be done under the supervision of the PPMC Representative.

Item 100 Site Works (Site Preparation, Removal of Grasses and Plants, Clearing and Grubbing)
Area = 805 sq.mtrs. – see plan

B. EARTHWORKS (EXCAVATION AND EMBANKMENT)

1. SCOPE

1.1 Contractor shall furnish materials and equipment and perform labor to complete the site preparation, excavation and backfilling, and site grading.

1.2 See drawing for location and extent of work required.

2. BACKFILLING AND GRADING

2.1 When the concrete work is hard enough to resist pressure resulting from fill, the materials from excavation shall be used for backfilling around them. This filling shall be placed in layers not exceeding six (6) inches in thickness, each layer being thoroughly compacted by tamping or rolling until the correct grades and ninety percent (90%) compaction are reached.

Item 104 Embankment - Length = 537.57 meters; Width = 0.60 meter; Thickness = 0.10 meter to 0.30 meter (varies) – see plan

C. SUBGRADE PREPARATION

1. SCOPE

1.1 Contractor shall furnish materials and equipment and perform labor to complete the site preparation, excavation and backfilling, and site grading.

1.2 See drawing for location and extent of work required.

Item 105 Subgrade Preparation – Area = 805 sq.mtrs. – see plan

D. AGGREGATE SUB BASE COURSE

1. SCOPE

1.1 Contractor shall furnish materials and equipment and perform labor to complete the site preparation, excavation and backfilling, and site grading.

1.2 See drawing for location and extent of work required.

Item 200 Aggregate Subbase Course - A= 805 sq.mtrs; Thickness = 0.20 meter – see plan

E. BITUMINOUS TACK COAT

1. SCOPE

1.1 Contractor shall furnish materials and equipment and perform labor to complete the site preparation, excavation and backfilling, and site grading.

1.2 See drawing for location and extent of work required.

Item 302(2) Bituminous Tack Coat (Emulsified Asphalt) – Area = 6,201.00 sq.mtrs – see plan

F. BITUMINOUS CONCRETE SURFACE COURSE (ASPHALT OVERLAY AND PAVEMENT)

1. SCOPE

1.1 Contractor shall furnish materials and equipment and perform labor to complete the site preparation, excavation and backfilling, and site grading.

1.2 See drawing for location and extent of work required.

Item 310 (a.3) Bituminous Concrete Surface Course, 50mm thick – Area = 6,201.00 sq.mtrs – see plan

G. SAFETY

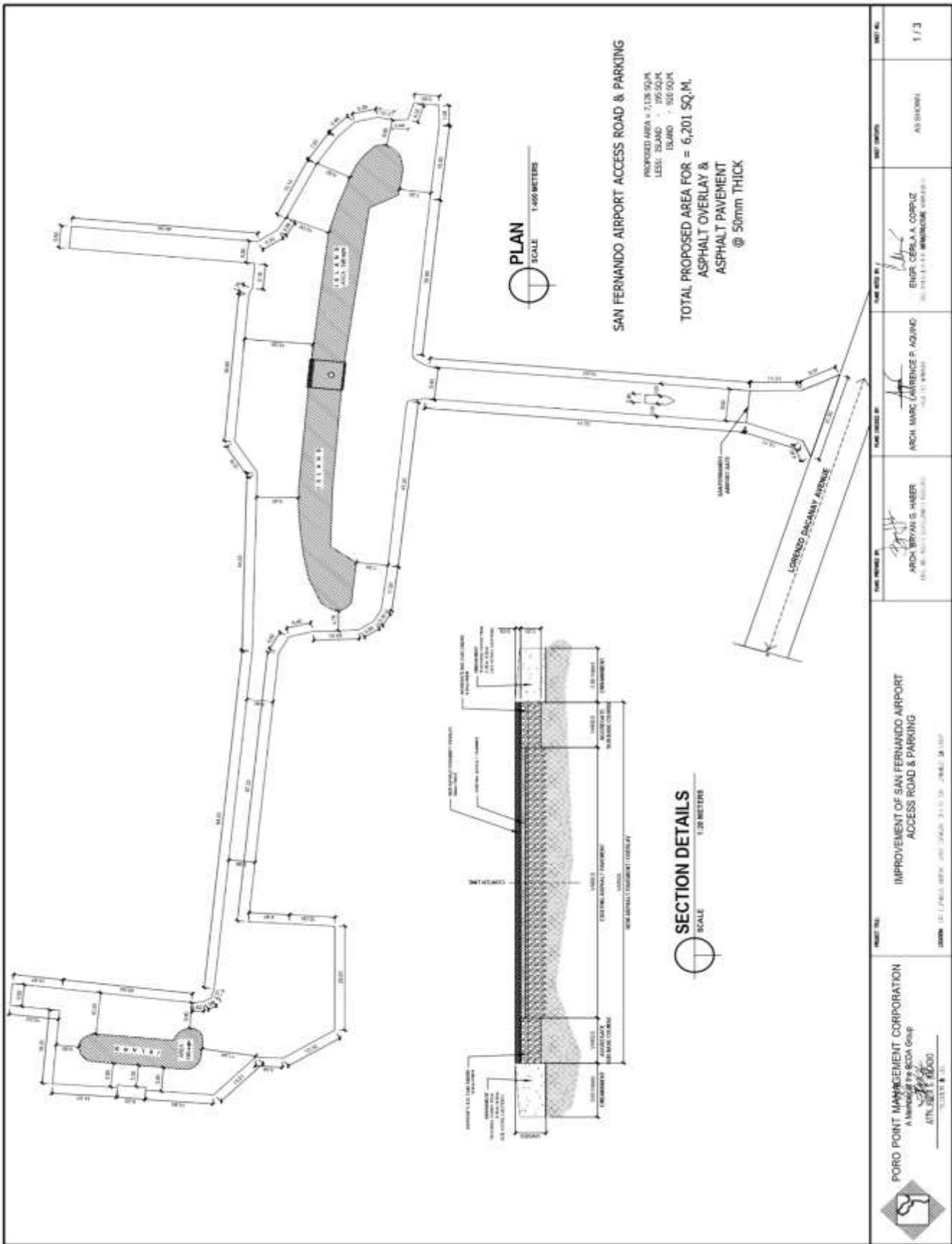
1. SCOPE

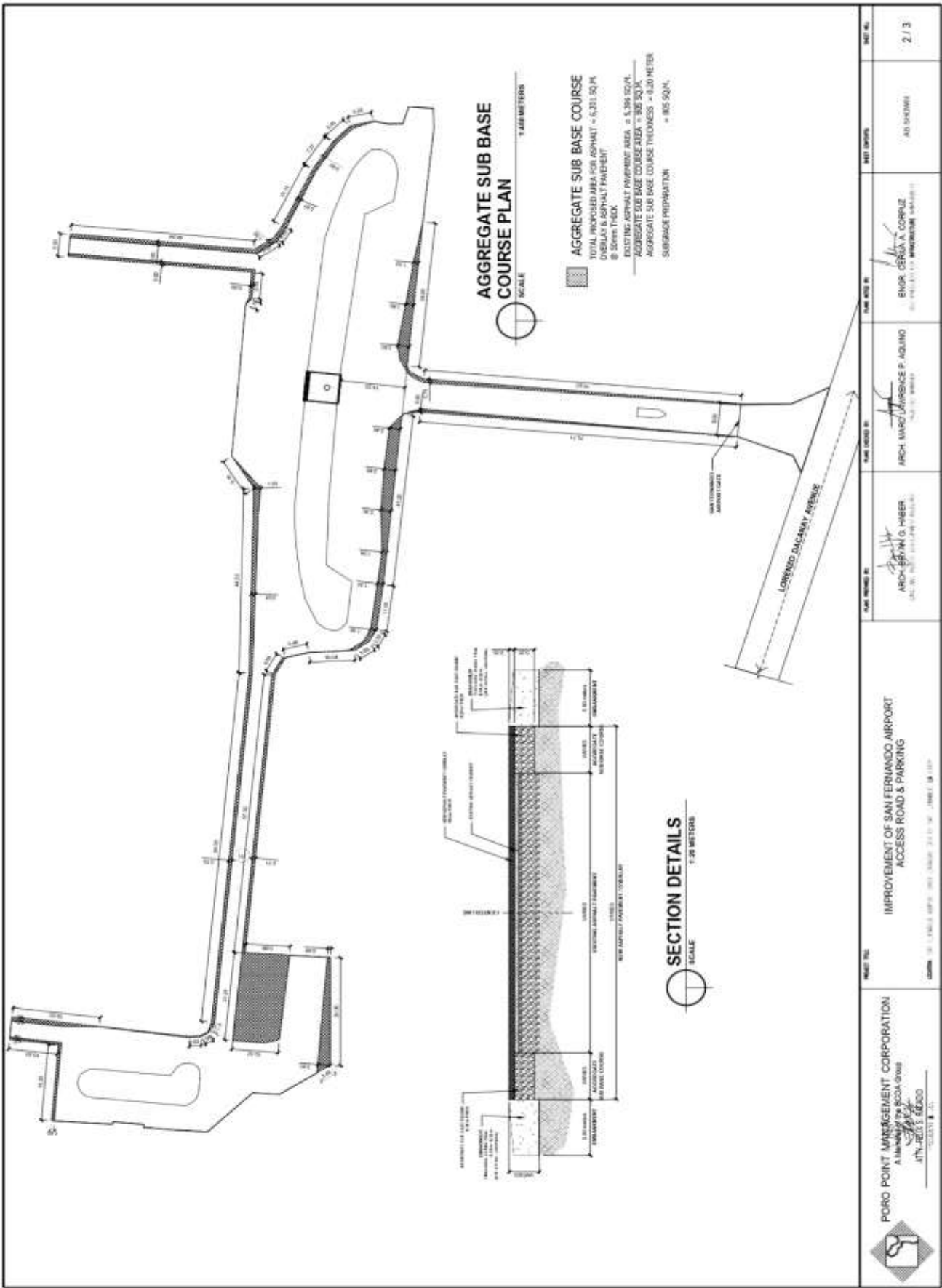
1.1 The Contractor shall provide all the warning signs, barricades and other safeguards at the work site for the protection of workmen and others as required by the condition and progress of the work.

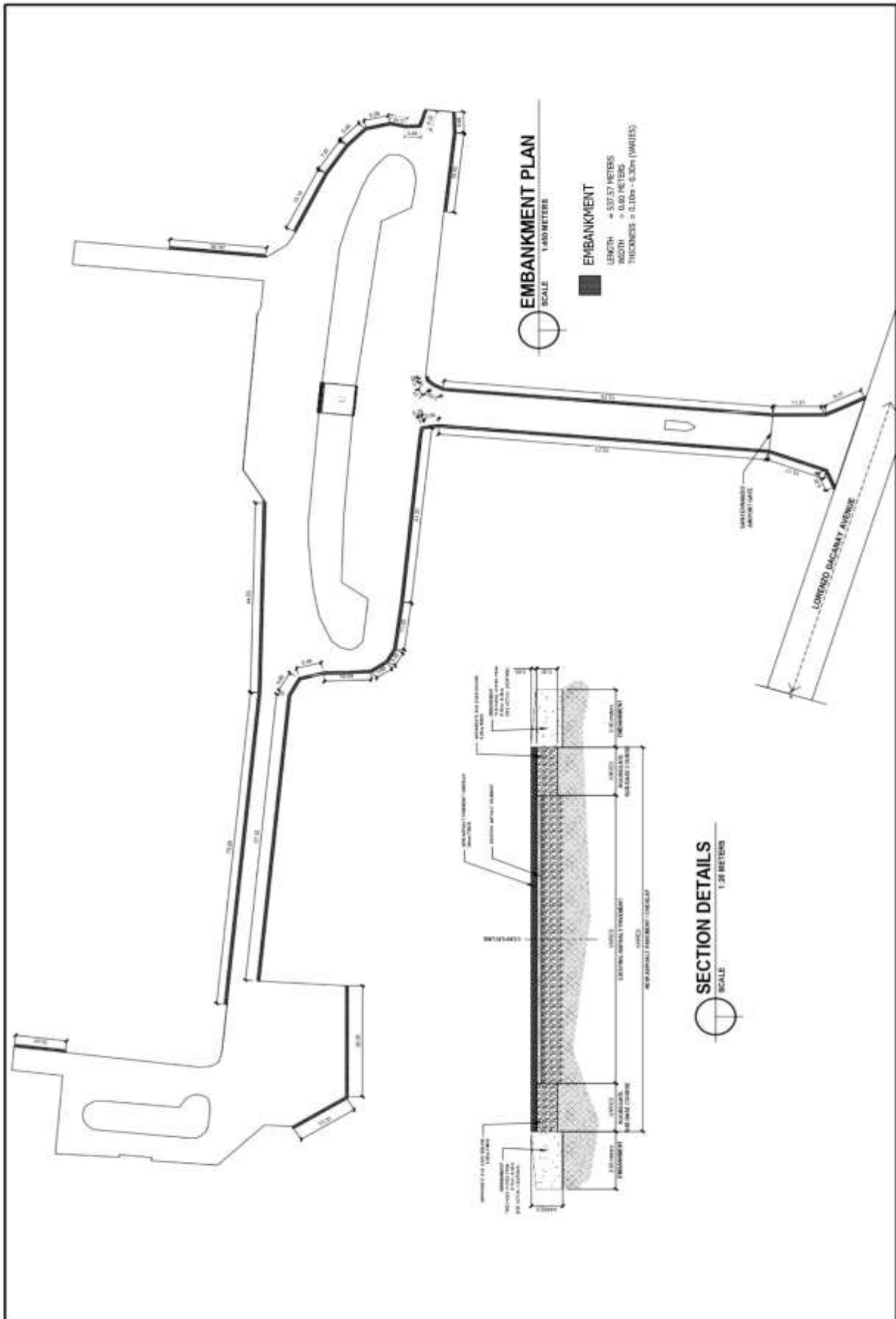
1.2 The Contractor is expected to take all necessary precautions to protect life and property at the project site during the duration of the project. The Contractor shall assume responsibility and pay damages to any accident that may arise during the performance of the work

1.3 The contractor is expected to complete the required services in a manner that is acceptable to PPMC. The Contractor may opt to work on a schedule or time he finds most advantageous to him upon the approval of PPMC.

Section VII. Drawings







EMBANKMENT PLAN
SCALE 1:400 METERS

EMBANKMENT

LENGTH = 537.57 METERS
WIDTH = 1.00 METERS
THICKNESS = 0.10m + 0.20m (WATER)

SECTION DETAILS
SCALE 1:25 METERS

 <p>PORRO POINT MANAGEMENT CORPORATION A Member of the PDA Group PDA GROUP PDA GROUP PDA GROUP</p>	<p>PROJECT TITLE: IMPROVEMENT OF SANTERANCO AIRPORT ACCESS ROAD & PARKING</p>	<p>DATE ISSUED IN: ANTONIO G. URBIN SCALE: AS SHOWN</p>	<p>DATE ISSUED IN: ANTONIO G. URBIN SCALE: AS SHOWN</p>	<p>DATE ISSUED IN: ENDR. CERILA A. CORPEZ SCALE: AS SHOWN</p>	<p>DATE ISSUED IN: 3 / 3</p>
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Section VIII. Bill of Quantities

**SUMMARY OF BID PRICES IN THE BILL OF QUANTITIES FOR THE
IMPROVEMENT OF THE SAN FERNANDO AIRPORT ACCESS ROAD
AND PARKING**

(to be supported by Detailed Estimates)

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
1	Improvement of the San Fernando Airport Access Road and Parking	l.s.	1		
	TOTAL OF ALL AMOUNTS IN FIGURES				
	TOTAL OF ALL AMOUNTS IN WORDS				

**BILL OF QUANTITIES FOR THE IMPROVEMENT OF THE SAN FERNANDO
AIRPORT ACCESS ROAD AND PARKING**

Bid Prices in the Bill of Quantities (to be supported by Unit Price Analysis)					
Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
1	Siteworks (Site preparation, removal of plants, clearing and grubbing)	Lot	1		
2	Earthworks (excavation and embankment)	Lot	1		
3	Subgrade Preparation	Lot	1		
4	Aggregate Sub base Course	Lot	1		
5	Asphalt Works (Bituminous Tack Coat (Emulsified Asphalt)	Lot	1		
6	Asphalt Works (Bituminous Concrete Surface Course, 50 mm thick)- Asphalt Overlay	Lot	1		
	Direct Cost				
	VAT (12%)				
	TOTAL				

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. LETTER OF INTENT TO PARTICIPATE		Use Form 1 on Page 44
II. TECHNICAL COMPONENT ENVELOPE		
<i>Class "A" Documents</i>		
<i>Legal Documents</i>		
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)	
<i>Technical Documents</i>		
<input type="checkbox"/>	(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and	Use Form 2 on page 45
<input type="checkbox"/>	(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules The statement shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted; and	Use Form 3 on page 46
<input type="checkbox"/>	(d) Philippine Contractors Accreditation Board (PCAB) License; or Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid; and	
<input type="checkbox"/>	(e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and	Use Applicable Form 4 on Pages 47-50
	(f) Project Requirements, which shall include the following:	
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;	
<input type="checkbox"/>	b. List of contractor's key personnel (<i>e.g.</i> , Project Manager, Project Engineers, Materials Engineers, Safety Officer and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; Attach Form 5 (Key Personnel Individual Resume) of each of the Key Personnel to be assigned to the Contract and PRC License of the (professional) personnel.	Use Form 5 on Page 51 Use Form 6 on page 52
<input type="checkbox"/>	c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and	Use Form 7 on page 53

<input type="checkbox"/>	(g) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.	Use Applicable Form 8 on pages 54-59
<i>Financial Documents</i>		
<input type="checkbox"/>	(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).	Use Form 9 on page 60
<i>Class "B" Documents</i>		
<input type="checkbox"/>	(i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.	
III. FINANCIAL COMPONENT ENVELOPE		
<input type="checkbox"/>	(j) Original of duly signed and accomplished Financial Bid Form; and	Use Form 10 on Page 61-62
<i>Other documentary requirements under RA No. 9184</i>		
<input type="checkbox"/>	(k) Original of duly signed Bid Prices in the Bill of Quantities; and	Use Form 11 on page 63 and Form 12 on page 64
<input type="checkbox"/>	(l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and	
<input type="checkbox"/>	(m) Cash Flow by Quarter.	

Section X. Bidding Forms

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LETTER OF INTENT TO PARTICIPATE

[Date]

ATTY. FELIX S. RACADIO

President and CEO
Poro Point Management Corporation
Gov. Joaquin L. Ortega Avenue
Poro, City of San Fernando, La Union

Attention: **ATTY. MARLOU P. PACLEB**
Chairperson
Bids and Awards Committee for the Procurement of
Infrastructure Projects

Dear Atty. Racadio:

In response to the Invitation to Bid in Public Bidding of the Contract for the Improvement of the San Fernando Airport Access Road and Parking of Poro Point Management Corporation which was posted for seven calendar days starting on September 7, 2023 at PhilGEPS, PPMC Website and PPMC Bulletin Boards, we would like to express our intention to participate in the public bidding by submitting our Technical Component Envelope and Financial Component Envelope.

This Letter of Intent is submitted in compliance with Section 36 of Republic Act No. 9184 and serves as our application for eligibility checking.

Thank you very much.

Very truly yours,

[Signature and Name of Representative of the Bidder]

[Position Title]

[Name of Bidder]

Standard Form Number : SF-INFR-15
 Revised on: July 29, 2004

Statement of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name: _____
 Business Address: _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>GOVERNMENT</u>								
<u>PRIVATE</u>								
Total Cost								

Submitted by: _____
 Printed Name and Signature

Designation: _____

Date: _____

Standard Form Number : SF-INFR-16
 Revised on: July 29, 2004

Statement of Single Largest Completed Contract Which is Similar in Nature

Business Name: _____
 Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Total Contract Value at Award b. Total Contract Value at Completion c. Contract Duration	a. Date of Contract b. Contract Effectivity c. Date Completed
			Description	%		

The statement shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted

Submitted by: _____
 Printed Name and Signature

Designation: _____

Date: _____

Bid Securing Declaration Form

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

BID SECURING DECLARATION
Project Identification No.: PPMC 2023-040

To: Poro Point Management Corporation
Gov. Joaquin L. Ortega Avenue
Poro Point Freeport Zone
Poro, City of San Fernando 2500, La Union

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I accept that: (a) I will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I 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 filed a waiver to avail of said right; and
 - c. I am declared the bidder with the Lowest Calculated Responsive Bid, and I have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2023 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). 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 _____ at _____.

Witness my hand and seal this _____ day of _____ 2023.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ - _____ -

IBP No. _____ - _____ -

Doc No. _____

Page No. _____

Book No. _____

Series of 2023

Partnership, Corporation, Cooperative, or Joint Venture

Bid Securing Declaration Form

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

BID SECURING DECLARATION
Project Identification No.: PPMC 2023-040

To: Poro Point Management Corporation
Gov. Joaquin L. Ortega Avenue
Poro Point Freeport Zone
Poro, City of San Fernando 2500, La Union

We, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. We accept that: (a) we 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) we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. We are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) we failed to timely file a request for reconsideration or (ii) we filed a waiver to avail of said right; and
 - c. We are declared the bidder with the Lowest Calculated Responsive Bid, and we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2023 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). 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 _____ at _____.

Witness my hand and seal this _____ day of _____ 2023.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ - _____

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Series of 2023

Standard Form Number : SF-INFR-48
 Revised on: August 11, 2004

Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name: _____

Business Address: _____

		Project Manager	Project Engineer	Materials Engineer	Safety Officer	Foreman
1	Name					
2	Address					
3	Date of Birth					
4	Employed Since					
5	Experience	General				
		Relevant				
6	Previous Employment					
7	Education					
8	PRC License					

Minimum Requirements: Project Manager; Project Engineer; Materials Engineer; Safety Officer and Foreman

Note: Attach Form 5 (Key Personnel Individual Resume) of each of the Key Personnel to be assigned to the Contract and PRC License of the (professional) personnel.

Submitted by: _____
 Printed Name and Signature

Designation: _____

Date : _____

KEY PERSONNEL INDIVIDUAL RESUME

Please give the detailed information of the key personnel for the Contract for the Construction of Covered Parking and Extension of Firestation Roofing. Please use separate sheets for each of the nominated personnel.

Key Personnel to be assigned as: _____

- 1 Name _____
- 2 Date of Birth _____
- 3 Nationality _____
- 4 Education _____
- 5 Professional License/s _____
- 6 Length of Service with the Firm _____

General Experience:

Total Number of Years of General Experience _____

Name of Employer	Position Title	Date of Employment	No of year/s or month/s

Note. General experience pertains to over all work experience as key personnel. Please use additional sheet/s if necessary.

Relevant Experience:

Total Number of Years of Relevant Experience _____

Name of Employer	Position Title	Date of Employment	No of year/s or month/s

Note. Relevant experience pertains to work experience as a key personnel similar to the contract to be bid (Construction of vertical structures (building)). Please use additional sheet/s if necessary.

Name and Signature of Key Personnel

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

Name and Signature of Authorized Representative

Date

Standard Form Number : SF-INFR-49
 Revised on: August 11, 2004

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

Business Name: _____
 Business Address: _____

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

List of minimum equipment required for the project: Please refer to ITB Clause 10.5 of the Bid Data Sheet

Note: Shall be supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be.

Submitted by: _____
 Printed Name and Signature

Designation: _____

Date: _____

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
2. As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing Contract for the Improvement of the San Fernando Airport Access Road and Parking, as shown in the attached duly notarized Special Power of Attorney;
3. *[Name of Bidder]* is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the Contract for the Improvement of the San Fernando Airport Access Road and Parking.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form

of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2023 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). 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 _____ at _____.

Witness my hand and seal this _____ day of _____ 2023.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ - _____ -
IBP No. _____ - _____ -

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Omnibus Sworn Statement

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

AFFIDAVIT

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

1. I am the duly authorized and designated representative of [*Name of Bidder*] with office address at [*address of Bidder*];
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing Contract for Improvement of the San Fernando Airport Access Road and Parking, as shown in the attached [*state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);*];
3. [*Name of Bidder*] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [*Name of Bidder*] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers and members of [*Name of Bidder*] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. [*Name of Bidder*] complies with existing labor laws and standards; and
8. [*Name of Bidder*] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the Contract for the Improvement of the San Fernando Airport Access Road and Parking.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2023 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). 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 _____ at _____.

Witness my hand and seal this _____ day of _____ 2023.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ - _____

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Omnibus Sworn Statement

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

AFFIDAVIT

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

1. I am the duly authorized and designated representative of [*Name of Bidder*] with office address at [*address of Bidder*];
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing Contract for the Improvement of the San Fernando Airport Access Road and Parking, as shown in the attached [*state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable:)*];
3. [*Name of Bidder*] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [*Name of Bidder*] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of [*Name of Bidder*] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. [*Name of Bidder*] complies with existing labor laws and standards; and
8. [*Name of Bidder*] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the Contract for the Improvement of the San Fernando Airport Access Road and Parking.
9. [*Name of Bidder*] did not give or pay directly or indirectly, any commission, amount, fee, or any form

of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2023 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). 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 _____ at _____.

Witness my hand and seal this _____ day of _____ 2023.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

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Page No. _____

Book No. _____

Series of 2023

Standard Form Number: SF-INFR-19
 Revised on: July 29, 2004

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

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

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

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

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

NFCC = P _____

K = 15

Bidder’s Representative/ Authorized Signatory

Date

Financial Bid Form

BID FORM

Date : _____

Project Identification No. : **PPMC 2023-040**

To: Poro Point Management Corporation
 Gov. Joaquin L. Ortega Avenue
 Poro Point Freeport Zone
 Poro, City of San Fernando 2500, La Union

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: Contract for the Improvement of the San Fernando Airport Access Road and Parking;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;

¹ currently based on GPPB Resolution No. 09-2020

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing Contract for Improvement of the San Fernando Airport Access Road and Parking.
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

**SUMMARY OF BID PRICES IN THE BILL OF QUANTITIES FOR THE
IMPROVEMENT OF THE SAN FERNANDO AIRPORT ACCESS ROAD
AND PARKING**

(to be supported by Detailed Estimates)

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
1	Improvement of the San Fernando Airport Access Road and Parking	l.s.	1		
	TOTAL OF ALL AMOUNTS IN FIGURES				
	TOTAL OF ALL AMOUNTS IN WORDS				

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

**BILL OF QUANTITIES FOR THE IMPROVEMENT OF THE SAN FERNANDO
AIRPORT ACCESS ROAD AND PARKING**

Bid Prices in the Bill of Quantities (to be supported by Unit Price Analysis)					
Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
1	Siteworks (Site preparation, removal of plants, clearing and grubbing)	lot	1		
2	Earthworks (excavation and embankment)	lot	1		
3	Subgrade Preparation	lot	1		
4	Aggregate Sub base Course	lot	1		
5	Asphalt Works (Bituminous Tack Coat (Emulsified Asphalt)	lot	1		
6	Asphalt Works (Bituminous Concrete Surface Course, 50 mm thick)- Asphalt overlay	lot	1		
	Direct Cost				
	VAT (12%)				
	TOTAL				

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

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

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

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

