

PORO POINT MANAGEMENT CORPORATION



A Member of the Bases Conversion and Development Authority Group

CONTRACT FOR THE IMPROVEMENT OF CRASH FIRE GATE WITH ACCESS ROAD

January 2024

TABLE OF CONTENTS

GLOSS	ARY OF TERMS, ABBREVIATIONS, AND ACRONYMS	4
SECTIO	ON I. INVITATION TO BID	6
SECTIO	ON II. INSTRUCTIONS TO BIDDERS	11
1.	Scope of Bid	12
2.	Funding Information	12
3.	Bidding Requirements	12
4.	Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	12
5.	Eligible Bidders	13
6.	Origin of Associated Goods	13
7.	Subcontracts	13
8.	Pre-Bid Conference	13
9.	Clarification and Amendment of Bidding Documents	14
10.	Documents Comprising the Bid: Eligibility and Technical Components.	14
11.	Documents Comprising the Bid: Financial Component	15
12.	Alternative Bids	15
13.	Bid Prices	15
14.	Bid and Payment Currencies	15
15.	Bid Security	16
16.	Sealing and Marking of Bids	16
17.	Deadline for Submission of Bids	16
18.	Opening and Preliminary Examination of Bids	16
19.	Detailed Evaluation and Comparison of Bids	17
20.	Post Qualification	17
21.	Signing of the Contract	17
SECTIO	ON III. BID DATA SHEET	18
SECTIO	ON IV. GENERAL CONDITIONS OF CONTRACT	22
1.	Scope of Contract	23
2.	Sectional Completion of Works	23
3.	Possession of Site	23
4.	The Contractor's Obligations	23
5.	Performance Security	24
6.	Site Investigation Reports	24

7.	Warranty	24
8.	Liability of the Contractor	24
9.	Termination for Other Causes	25
10.	Dayworks	25
11.	Program of Work	25
12.	Instructions, Inspections and Audits	25
13.	Advance Payment	25
14.	Progress Payments	26
15.	Operating and Maintenance Manuals	26
SECTION	N V. SPECIAL CONDITIONS OF CONTRACT	27
SECTION	N VI. SPECIFICATIONS	29
SECTION	N VII. DRAWINGS	37
SECTION	N VIII. BILL OF QUANTITIES	42
SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS45		
SECTION	N X. BIDDING FORMS	48

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 CRASH FIRE GATE WITH ACCESS ROAD

- 1. The Poro Point Management Corporation (PPMC), through the approved PPMC Corporate Operating Budget for CY 2024, intends to apply the sum of Three Million Four Hundred Thousand Pesos (Php 3,400,000.00) being the Approved Budget for the Contract (ABC) to payments under the Contract for the Improvement of Crash Fire Gate with Access Road/ PPMC2024-037. Bids received in excess of the ABC shall be automatically rejected 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 Ninety (90) 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 nondiscretionary "*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 January 23, 2024 or until the deadline for submission of Bids on February 13, 2024 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 Five Thousand Pesos (Php 5,000.00). 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 January 31, 2024 at 2:00 p.m. at the PPMC Board Room, PPMC Administration Building at the office address as indicated below, 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: 786 982 3550
- 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 February 13, 2024 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 February 13, 2024 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 bid;

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

For the security of bids submitted, the Bidders may use the following to encrypt their files. (Example: MS Word, Adobe Acrobat)

b. Allow access to a password-protected Technical Component of the Bid and password-protected Financial Component of the Bid on opening date and time.

The passwords for accessing the file for the Technical Component of the Bid and the Financial Component of the Bid will be disclosed by the Bidders only during the actual opening of proposals which will be on February 13, 2024 at the time of the opening of the submitted bid.

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: 786 982 3550
 - 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: ppmcbacsecretariat@gmail.com Website: <u>www.poropointfreeport.gov.ph</u>

13. You may visit the following website:

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

January 23, 2024

(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 the Improvement of Crash Fire Gate with Access Road, with Project Identification Number PPMC2023-037.

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 Operating Budget for CY 2024 in the amount of Three Million Four Hundred Thousand Pesos (Php 3,400,000.00) being the Approved Budget for the Contract for the Improvement of Crash Fire Gate with Access Road..
- 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 through 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 June 11, 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

ITB Clause			
5.2	For this purpose, contracts the same major categories structures (road, slope prote	of work, which shall be:	
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	0.4 The key personnel must meet the required minimum years of exper below:		m years of experience set
	Key Personnel	General Experience	Relevant Experience
	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
10.5	There shall be separate indi The minimum major equip		-
	Equipment	Capacity	Number of Units
	Service Truck/	at least 1.80 T	1
	Cargo Truck		
	Dump Truck	at least 10 cu.m	1
	Water Truck	at least 1000 gals	1
	Back hoe	at least 0.13 cu.m.	1
	Motorized Road Grade		1
	Vibratory Roller	at least 10 m.t.	1
	Plate Compactor	at least 5 Hp	1
	Field Density Test	at least 1 set	1
	Apparatus		
	Concrete Mixer	one (1) bagger	1
	Concrete Vibrator	at least 5.5 Hp	1
	Concrete Screeder	at least 5.5 Hp	1
	Concrete Saw, Blade Ø 14"	at least 7.5 Hp	1
	Bar cutting machine	at least 1500 watts	1

Bid Data Sheet

	Walding machina	at loast 200 Amps	1
	Welding machine Electric grinder	at least 300 Amps at least 600 watts	1
		at least 1 HP	1
	Water pump/suction pump/submersible pump	at least 1 mr	1
	pump/submersible pump		
12	None		
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:		
	security is in cash, cas irrevocable letter of credit	an Php170,000.00 [five perce	nk draft/guarantee or
16	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.		of the first and second
	For Electronic submission of bids, submission may be done through electronic mail and bids must be duly received by the BAC Secretariat through the email address, ppmcbacsecretariat@gmail.com on or before February 13, 2024 at 10:00 a.m., provided that the following will be observed:		
	a. Use of a two-factor security procedure consisting of an archive form compression and password protection to ensure the security, integrity ar confidentiality of the submitted bid.		
	Bidders may use the following for archiving and password protection of the bid. (Example: WinRar, WinZip)		
		ds submitted, the Bidders ma xample: MS Word, Adobe Ac	
		word-protected Technical Con inancial Component of the Bi	
	The passwords for accessing the f Financial Component of the Bid w opening of proposals which will b the submitted bid.	ill be disclosed by the Bidders	s only during the actual
19.2	Partial bid is not allowed. The infi lot shall not be divided into sub-lot award.		e
20	Within five (5) calendar days from that the bidder has the Lowest Ca latest income and business tax return and Payment System (eFPS).	lculated Bid, the bidder shall	submit to the BAC its

	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.
21	Submission of the following additional contract documents: 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
	Statement Under Oath that the bidder is free from any tax liabilities

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 Ninety (90) 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 CRASH FIRE GATE WITH ACCESS ROAD

GENERAL PROVISIONS

The works to be executed under this contract covers the Improvement of the Crash Fire Gate with Access Road. 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.

STANDARD SPECIFICATIONS FOR HORIZONTAL STRUCTURES AND VERTICAL 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.

A. SITE WORKS AND DEMOLITION

1. SITE PREPARATION, CLEARING AND GRUBBING AND DEMOLITION WORKS

The Contractor shall take all necessary steps during site preparation and demolition of the existing structures 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.

Site Preparation Works, Clearing and Grubbing – (9 mtrs x 30 mtrs) – see plan

Demolition - Removal/demolition of existing CHB Fence to give way for the proposed Gate – see plan

B. EARTHWORKS, EXCAVATION AND EMBANKMENT, FILLS AND SITE GRADING, SUBGRADE PREPARATION AND AGGREGATE SUB BASE COURSE

1. SCOPE

1.1 Contractor shall furnish materials and equipment and perform labor to complete the earthworks, excavation and embankment, fills 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 (95%) compaction are reached.

Pipe Culvert and Drain Excavation - for 44 pcs 915 mm dia pipe culverts

Furnishing and Placing of Backfill Material- for 44 pcs 915 mm dia pipe culverts

Embankment – See plan; Factor for compaction- 25%; Field Density Test Compaction – 95% passing

Subgrade Preparation - (9 mtrs x 30 mtrs) – see plan

Aggregate Subbase Course (9 mtrs x 30 mtrs x 0.15 mtrs) – see plan; Field Density Test Compaction – 100% passing

C. CONCRETE WORKS

- 1. SCOPE
 - 1.1 The Contractor shall provide all the necessary materials to complete the concrete 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.

2. CAST-IN-PLACE CONCRETE

2.1 MATERIALS

- a. The cement to be used in the works shall be Portland cement. It shall conform to the standard specifications for Portland cement;
- b. All aggregate for use in concrete shall be well-graded, clean, hard particles of gravel or crushed rock;
- c. Maximum size of aggregate shall be larger than one-fifth (1/5) of the narrowest dimension between sides of the forms nor larger than three-fourth (3/4) of the minimum clear spacing between reinforcing bars; and
- d. Water shall be clean and free from injurious amounts of oil, acids, alkali, organic material or other deleterious substances.

2.2 DESIGN

FOR THE WINGWALL, APRON, FOUNDATION AND CONCRETE COLUMN (see plan for the extent of work); Compressive Strength – 3000 Psi

- a. Concrete mix design shall have a minimum compressive strength of 3000 psi at 28 days; and
- b. Compressive testing of materials is required.

FOR THE PORTLAND CEMENT CONCRETE PAVEMENT (see plan for the extent of work) - for the access road (9 mtrs x 30 mtrs); Flexural Strength -3.8 Mpa at 14 days

- a. Concrete mix design shall have a minimum flexure strength of 3.8 Mpa at 14 days; and
- b. Flexure testing of materials is required.

2.3. EXECUTION

- a. Forms and reinforcement shall be inspected, checked and approved before concrete is placed;
- b. Surface shall be thoroughly wet and grouted before concreting;
- c. Curing shall be done by keeping concrete excessively wet or moist for at least one week after placing; and
- d. Curing shall begin as soon as concrete has attained initial set.

D. DRAINAGE WORKS

- 1. SCOPE
 - 1.1 The Contractor shall provide all the necessary materials to complete the drainage 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; and
 - 1.3 Refer to drawing for location and extent of work required.
- 2. MATERIALS (refer to drawings)
 - 2.1 Pipe culverts, 915 mm dia.; 44 pcs (See drawings for sizes and details);
 - 2.2 Portland Cement;
 - 2.3 Sand;
 - 2.4 Gravel;

3. MIXES

3.1 MORTAR : 1 par - Portland Cement
2 parts - Sand
3.2 FILLER : 1 part - Portland Cement
2 parts - Sand
4 parts - Gravel

4. EXECUTION

- 4.1 Lay all pipe culverts plumbed, true to line, leveled and accurately spaced with 0.15 meters and bedding. Bed must be solid each course on mortars;
- 4.2 Wedge tight with mortar all units. Fill all holes with concrete filler; and

E. REBARS AND STEEL WORKS

- 1. SCOPE
 - 1.1 The Contractor shall provide all the necessary materials to complete the rebars and steel 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; and
 - 1.2 Refer to drawing for location and extent of work required for the gate and portland cement concrete pavement.
- 2. MATERIALS (See plans and specifications for steel sizes and materials)
 - 2.1. $2"X3"X'_4"$ Cee Channel for the gate
 - 2.2 $2"x^{1/4}"$ Angle bar for the gate
 - 2.3 Hinge $-4" \times 1"$ dia
 - 2.4 Turnbuckle 16 mm dia x 12"
 - 2.5 Concrete reinforcements for portland cement concrete pavement, wingwall, apron, foundation and column– 10 mm dia, 12 mm dia and 16 mm dia
 - a. All reinforcing steel designation shall be of structural grade (Grade 40) deformed bars only;
 - b. Protect steel reinforcement from rusting;
 - c. Use reinforcing steel, which are new and free from rust, oil, grease, defects or kinks;
 - d. Ties and stirrups for beams and columns shall be deformed bar; and
 - e. Use gauge #16 G.I. tie wire to secure reinforcement to positions as indicated in the plan.

f. All materials shall be welded and protected from rusting.

g.Structural steel shall have a minimum tensile strength, fy of 36,000 psi

F. FORMWORKS AND SCAFFOLDS

1. SCOPE

- 1.1 The Contractor shall provide all the necessary materials to complete the formworks and scaffolds 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; and
- 1.2 See drawings and details for location and extent of work required.

G. FINISHING WORKS

1. PLASTERING

- 1.1 The Contractor shall provide all the necessary materials to complete the plastering 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.
- 1.2 SCOPE
 - a. Work includes all plastering works for the columns of the gate.
 - b. See drawings for extent, location of work and other requirement.

1.3 MATERIALS

- a. Portland Cement
- b. Sand
- c. Water

1.4 MIXTURE : 1 part - Portland Cement 2 parts - Sand

1.5 EXECUTION

- a. Clean all surfaces and remove projections, dust, and loose particles and other materials that would prevent good bonding of plaster;
- b. Wet thoroughly all surfaces before plastering;
- c. Plastering shall have an average thickness of 16 millimeter; and

d. Finish plastering with plain cement using paper finish.

2. PAINTING

2.1 The Contractor shall provide all the necessary materials to complete the painting 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.

2.2 COLUMN PAINT

Apply two (2) coats of flat latex paint as primer and finish with two (2) coats of gloss latex paint (color as per PPMC approval) for all masonry and concrete surfaces and on other areas as may be directed.

Strictly follow manufacturer's specification and procedure in all application, surface preparation of paints.

2.3 STEEL/METAL PAINT

Apply one (2) coats of primer epoxy paint (gray) as primer and finish with two (2) coats QDE as per PPMC approval for all steel/metal surfaces and on other areas specified in the plans.

Strictly follow manufacturer's specification and procedure in all application, surface preparation of paints.

Apply two (2) coats of flat wall enamel paint as primer and finish with two (2) coats of white quick drying enamel for all ceiling work surfaces and on other areas as may be directed.

Strictly follow manufacturer's specification and procedure in all application, surface preparation of paints.

H. SAFETY

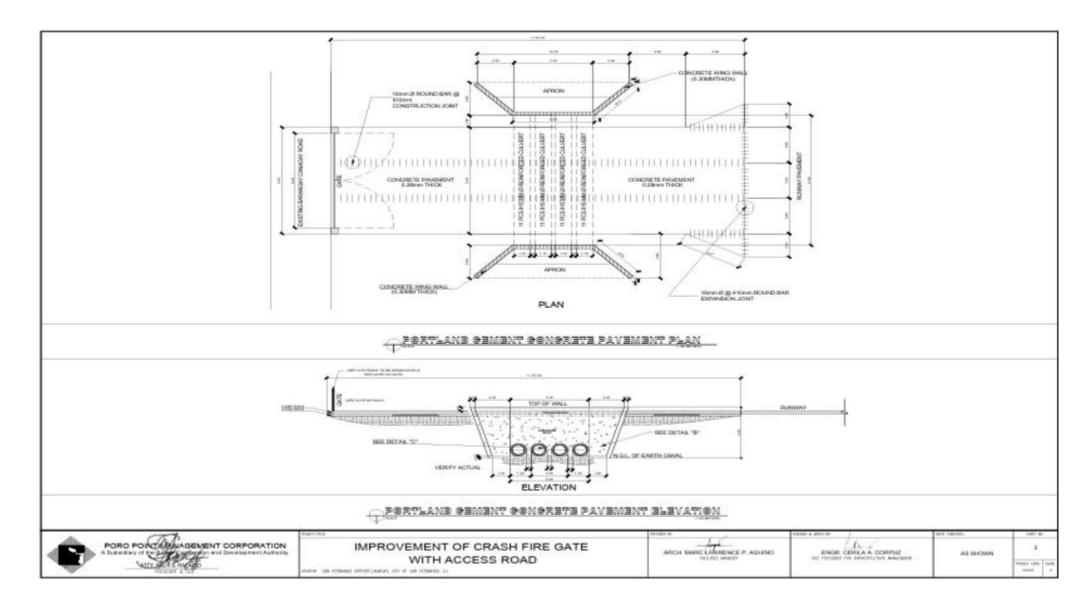
1. SCOPE

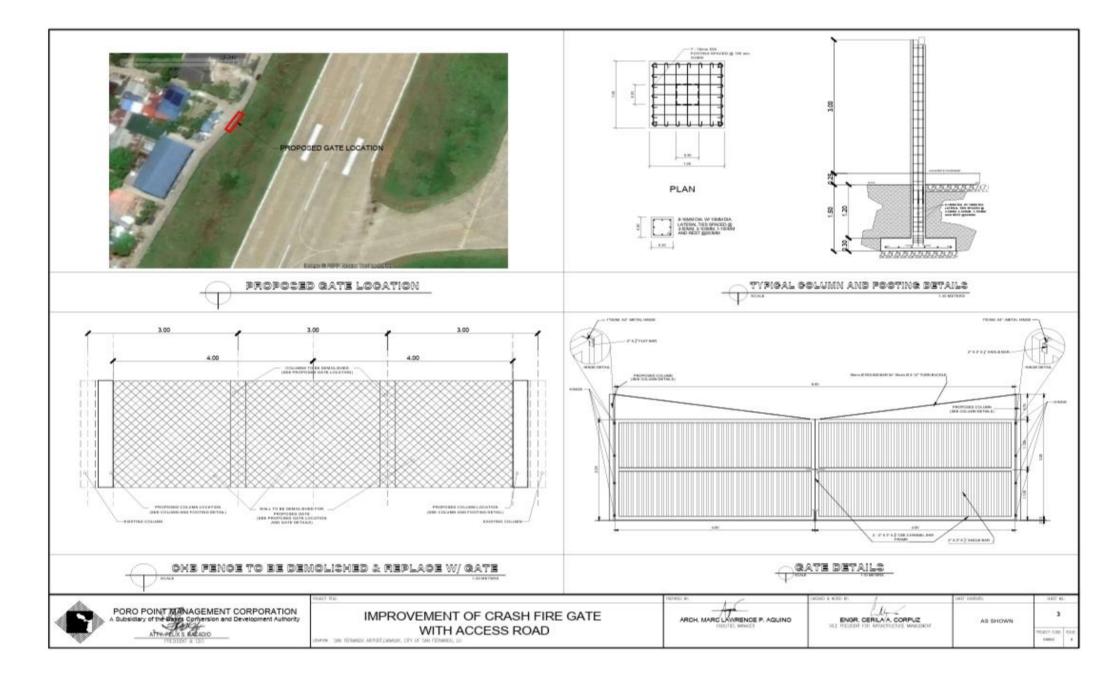
- 1.1 The Contractor shall provide all the warning signs, barricades and other safeguards at the work site for the protection of workmen and others as required by the condition and progress of the work.
- 1.2 The Contractor is expected to take all necessary precautions to protect life and property at 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

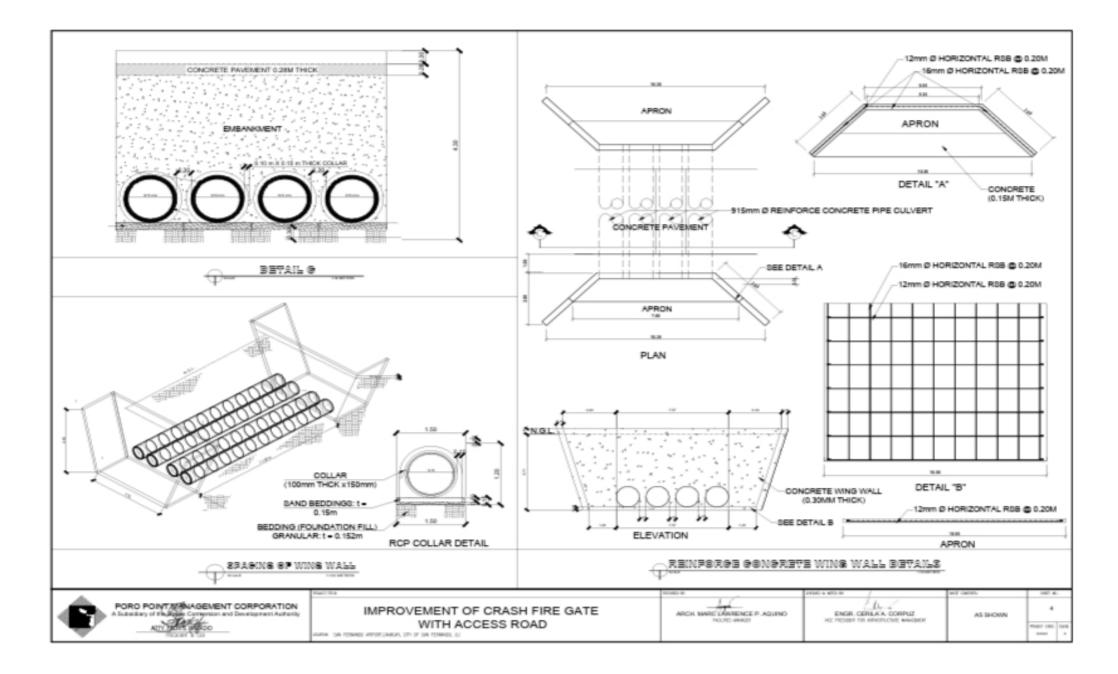
1.3 The contractor is expected to complete the required services in a manner that is acceptable to PPMC. The Contractor may opt to work on a schedule or time he finds most advantageous to him upon the approval of PPMC.

Section VII. Drawings









Section VIII. Bill of Quantities

SUMMARY OF BID PRICES IN THE BILL OF QUANTITIES FOR THE IMPROVEMENT OF CRASH FIRE GATE WITH ACCESS ROAD

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
1	Improvement of Crash Fire Gate with Access Road	1.s.	1		
	TOTAL OF ALL AMOUNTS IN FIGURES TOTAL OF ALL AMOUNTS IN WORDS				

(to be supported by Detailed Estimates)

BILL OF QUANTITIES FOR THE IMPROVEMENT OF CRASH FIRE GATE WITH ACCESS ROAD

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 and Demolition Works (Site preparation, clearing, grubbing and demolition works)	lot	1		
2	Earthworks, excavation, embankment, fills, site grading, sub grade preparation and aggregate sub base course	lot	1		
3	Concrete Works	lot	1		
4	Drainage Works	lot	1		
5	Rebars and Steel Works	lot	1		
6	Formworks and Scaffolds	lot	1		
7	Finishing Works (Plastering Works, Painting Works)	lot	1		
•	Direct Cost				
A B	Overhead, Contingencies,				
D	Miscellaneous (_% of Direct Cost)				
С	Contractor's Profit (% of Direct Cost)				
D	Vat (12%)				
Е	Total Cost				

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 50
II. TECHNICAL COMPONENT ENVELOPE	
Class "A" Documents	
Legal Documents	
(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all	
pages)	

	al Documents Statement of the prospective bidder of all its ongoing government and	Use Form 2 on
	private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the	page 51
	contract to be bid; and	
(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules	Use Form 3 on page 52
	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	
	; <u>and</u>	
(d)	Philippine Contractors Accreditation Board (PCAB) License;	
	<u>or</u>	
	Special PCAB License in case of Joint Ventures;	
	and registration for the type and cost of the contract to be bid; and	
(e)	Original copy of Bid Security. If in the form of a Surety Bond, submit	Use Applicable
	also a certification issued by the Insurance Commission;	Form 4 on
	<u>or</u>	Pages 53-56
(0)	Original copy of Notarized Bid Securing Declaration; <u>and</u>	
(f)	Project Requirements, which shall include the following:	
	a. Organizational chart for the contract to be bid;	
	b. List of contractor's key personnel (e.g., Project Manager,	Use Form 5 on
	Project Engineers, Materials Engineers, Safety Officer and	Page 57
	Foremen), to be assigned to the contract to be bid, with their	
	complete qualification and experience data;	
		Use Form 6 on
	Attach Form 6 (Key Personnel Individual Resume) of each of the Key Personnel to be assigned to the Contract and PBC	
	the Key Personnel to be assigned to the Contract and PRC	page 58
	License of the (professional) personnel.c. List of contractor's major equipment units, which are owned,	Use Form 7 on
	c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof	page 59
	of ownership or certification of availability of equipment	page 39
	from the equipment lessor/vendor for the duration of the	
	project, as the case may be; <u>and</u>	
(g)	Original duly signed Omnibus Sworn Statement (OSS);	Use Applicable
	and if applicable, Original Notarized Secretary's Certificate in case	Form 8 on pages 6
	of a corporation, partnership, or cooperative; or Original Special	65
	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.	
Financi	al Documents	
<u>I manch</u>		
(h)	The prospective bidder's computation of Net Financial Contracting	Use Form 9 on

		Class "B" Documents	
	(i)	If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;	
		or	
		$\overline{\mathrm{duly}}$ 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. FINA	ANCI	AL COMPONENT ENVELOPE	
	(j)	Original of duly signed and accomplished Financial Bid Form; and	Use Form 10 on Page 67-68
<u>Othe</u>	<u>er doc</u>	cumentary requirements under RA No. 9184	
	(k)	Original of duly signed Bid Prices in the Bill of Quantities; and	Use Form 11 on page 69
			and Form 12 on page 670
	(1)	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; <u>and</u>	Bidder may use the sample format for the Detailed Estimates and Summary Sheet. Detailed Estimates
			Sample Format – Pages 71-76 Summary Sheet Sample Format – Page 77
	(m)	Cash Flow by Quarter.	1450 / /

Section X. Bidding Forms

TABLE OF CONTENTS

			Page
F	Form 1	Letter of Intent to Participate	50

Form 2	Statement of All Ongoing Government and Private Contracts Including Contracts Awarded But Not Yet Started	51
Form 3	Statement of Single Largest Completed Contract Which is Similar in Nature	52
Form 4	Bid Securing Declaration	53-56
Form 5	Qualification of Key Personnel Proposed to be Assigned to the Contract	
Form 6	Key Personnel Individual Resume	58
Form 7	List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract	59
Form 8	Omnibus Sworn Statement	60-65
Form 9	Financial Documents for Eligibility Check	66
Form 10	Financial Bid Form	67-68
Form 11	Summary of Bid Prices in the Bill of Quantities for the Improvement of the Crash Fire Gate with Access Road	69
Form 12	Bill of Quantities for the Improvement of the Crash Fire Gate with Access Road	70
	Sample Format of Detailed Estimates	71-76
	Sample Format of Summary Sheet	77

FORM 1

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 Crash Fire Gate with Access Road of Poro Point Management Corporation which was posted for seven calendar days starting on January 23, 2024 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	Nature of Work	Contractor	's Role	a. Date Awarded	% of Accomplishment		Value of Outstanding Works /
	Name b. Address c. Telephone Nos.		Description	%	b. Date Startedc. Date of Completion	Planned	Actual	Undelivered Portion
GOVERNMENT								
PRIVATE								
Total C					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	a. Date of Contractb. Contract Effectivity	
			Description	%	b. Total Contract Value at Completionc. Contract Duration	c. Date Completed	

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:

FORM 4

Sole Proprietorship

Bid Securing Declaration Form

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

BID SECURING DECLARATION Project Identification No.: PPMC 2023-037

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 t	to before m	e this _	day	of	2024	at
	, Philippi	nes. Affi	ant/s is/are p	ersonally	known to me an	ıd
was/were identified by me through	competent ev	vidence o	f identity as	defined i	n the 2004 Rule	es
on Notarial Practice (A.M. No. 02-8-	-13-SC). Affi	ant/s exh	ibited to me	his/her		_,
with his/her photograph and signatur	e appearing t	hereon, v	with no		ar	ıd
his/her Community Tax Certificate	No		issue	d on		
at						

Witness my hand and seal this _____ day of _____ 2024.

Doc No. _____ Page No. _____ Book No. _____ Series of 2024

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 2023-037

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- 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	b before	me this	day	of	2024 at
		, Philip	oines. Affiar	nt/s is/are pe	ersonally k	nown to me and
was/were identifi	ied by me through c	ompetent	evidence of	identity as	defined in	the 2004 Rules
on Notarial Pract	ice (A.M. No. 02-8-	13-SC). Af	fiant/s exhit	oited to me l	nis/her	,
with his/her photo	ograph and signature	e appearing	g thereon, wi	th no		and
his/her Commun	ity Tax Certificate	No		issued	l on	
at	·					

Witness my hand and seal this _____ day of _____ 2024.

NAME OF NOTARY PUBLIC

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

Doc No	
Page No	
Book No.	
Series of 2024	

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	General						
	Experience	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 Improvement of Crash Fire Gate with Access Road. Please use separate sheets for each of the nominated personnel.

Key	Personnel to be assigned as:	
1	N	
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

FORM 7

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:

FORM 8

Sole Proprietorship

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 Crash Fire Gate with Access Road, 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 Crash Fire Gate with Access Road.
- 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
			,	Philipp	ines.	Affiant/s	is/are	pers	sonally	known	to me	and
was/were identif	ied by m	e through co	ompe	etent evic	lence	of identity	v as defi	ned i	n the 20	04 Rules	s on Not	arial
Practice (A.M.	No. 02-	-8-13-SC).	Affia	nt/s exh	ibited	to me h	nis/her			, `	with his	s/her
photograph and	signature	e appearing	there	on, with	no				ano	d his/her	Commu	inity
Tax Certif	icate	No				iss	ued	on	1 <u> </u>			
at												

Witness my hand and seal this _____ day of _____ 2024.

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 2024

FORM 8

Partnership or Cooperative

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 Crash Fire Gate with Access Road, 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 Crash, Fire Gate with Access Road.

- 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

SUBSCRIBEI) AND	SWORN	to	before	me	this		day of		_ 2023	3 at
			,	Philipp	ines.	Affiant/s	is/are	personal	ly known	to me	and
was/were ident	ified by m	ne through co	ompe	etent evic	lence	of identity	y as defi	ned in the	2004 Rule	es on Not	arial
Practice (A.M	No. 02-	-8-13-SC).	Affia	nt/s exh	ibited	to me l	his/her		,	with his	s/her
photograph and	l signatur	e appearing	there	eon, with	no.				and his/her	r Commu	unity
Tax Cert	ificate	No				iss	ued	on			
at		•									

Witness my hand and seal this _____ day of _____ 2024.

NAME OF NOTARY PUBLIC

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

IBP No	-	

Doc No. _____ Page No. _____ Book No. _____ Series of 2024

Form 8

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 Crash Fire Gate with Access Road, 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 Crash Fire Gate with Access Road.
- 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	3 at
			,	Philipp	ines.	Affiant/s	is/are	pers	sonally	known	to me	and
was/were identifi	ied by n	ne through co	ompe	etent evic	lence	of identity	v as defi	ned i	in the 20	004 Rule	s on Not	arial
Practice (A.M.]	No. 02	-8-13-SC).	Affia	nt/s exh	ibited	l to me h	nis/her			,	with hi	s/her
photograph and s	signatur	e appearing	there	on, with	no				an	d his/her	Comm	unity
Tax Certifi	cate	No				issu	ued	or	1 <u>.</u>			
at		·										

Witness my hand and seal this ______ day of ______ 2024.

NAME OF NOTARY PUBLIC

Serial No. of Commissi	on		
Notary Public for		until	
Roll of Attorneys No			
PTR No.			
IBP No			-

Doc No	
Page No	
Book No.	
Series of 2024	

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

BID FORM

Date : _____ Project Identification No. : PPMC 2024-037

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 Crash Fire Gate with Access Road;
- 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 the Improvement of Crash Fire Gate with Access Road.
- 1. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

FORM 11

SUMMARY OF BID PRICES IN THE BILL OF QUANTITIES FOR THE IMPROVEMENT OF CRASH FIRE GATE WITH ACCESS ROAD

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
1	Improvement of Crash Fire Gate				
	with Access Road	l.s.	1		
	TOTAL OF ALL AMOUNTS IN				
	FIGURES				
	TOTAL OF ALL AMOUNTS IN				
	WORDS				

(to be supported by Detailed Estimates)

Name:

In the capacity of:

Signed:

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

Date:

FORM 12

BILL OF QUANTITIES FOR THE IMPROVEMENT OF CRASH FIRE GATE WITH ACCESS ROAD

	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 and Demolition Works (Site preparation, clearing, grubbing and demolition works)	lot	1					
2	Earthworks, excavation, embankment, fills, site grading, sub grade preparation and aggregate sub base course	lot	1					
3	Concrete Works	lot	1					
4	Drainage Works	lot	1					
5	Rebars and Steel Works	lot	1					
6	Formworks and Scaffolds	lot	1					
7	Finishing Works (Plastering Works, Painting Works)	lot	1					
Α	Direct Cost							
В	Overhead, Contingencies, Miscellaneous (_% of Direct Cost)							
С	Contractor's Profit (% of Direct Cost)							
D	Vat (12%)							
Е	Total Cost							

Name:

In the capacity of:

Signed:

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

SAMPLE FORMAT

(For the 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)

DETAILED ESTIMATES Unit Price Analysis

1. ITEM DESCRIPTION: SITEWORKS AND DEMOLITION WORKS (SITE PREPARATION, CLEARING, GRUBBING AND DEMOLITION WORKS)

1	Materials	Quantity	Unit	Unit Price	Total Cost (Pesos)		
	Sub total		1	1			
2	Labor	No.	Duration	Rate/Day	Total Cost (Pesos)		
	Sub total						
3	Equipment	Quantity	Duration	Rate/Day	Total Cost (Pesos)		
	Sub total						
А	Direct Cost (1-	+2+3)					
В	Overhead, Contingencies, Miscellaneous (_% of Direct Cost)						
С	Contractor's Profit (% of Direct Cost)						
D	Vat (12%)						
Е	Item Total Cos						
F	Item Unit Cost						

2. ITEM DESCRIPTION: EARTHWORKS, EXCAVATION, EMBANKMENT, FILLS, SITE GRADING, SUB GRADE PREPARATION AND AGGREGATE SUB BASE COURSE

1	Materials	Quantity	Unit	Unit Price	Total Cost (Pesos)		
	Sub total						
2	Labor	No.	Duration	Rate/Day	Total Cost (Pesos)		
	Sub total						
3	Equipment	Quantity	Duration	Rate/Day	Total Cost (Pesos)		
	Sub total						
Α	Direct Cost (1-	+2+3)					
В	Overhead, Contingencies, Miscellaneous (_% of Direct Cost)						
С	Contractor's Profit (% of Direct Cost)						
D	Vat (12%)						
Е	Item Total Cost						
F	Item Unit Cost						

3. ITEM DESCRIPTION: CONCRETE WORKS

1	Materials	Quantity	Unit	Unit Price	Total Cost (Pesos)
	Sub total		-		
2	Labor	No.	Duration	Rate/Day	Total Cost (Pesos)
	Sub total		1	1	
3	Equipment	Quantity	Duration	Rate/Day	Total Cost (Pesos)

	Sub total
А	Direct Cost (1+2+3)
В	Overhead, Contingencies, Miscellaneous (_% of Direct Cost)
С	Contractor's Profit (% of Direct Cost)
D	Vat (12%)
Е	Item Total Cost
F	Item Unit Cost

4. ITEM DESCRIPTION: DRAINAGE WORKS

1	Materials	Quantity	Unit	Unit Price	Total Cost (Pesos)		
	Sub total						
2	Labor	No.	Duration	Rate/Day	Total Cost (Pesos)		
3	Sub total	Quantity	Duration	Data/Day	Total Cost (Desos)		
- 3	Equipment	Quantity	Duration	Rate/Day	Total Cost (Pesos)		
	Sub total						
А	Direct Cost (1-	+2+3)					
В	Overhead, Contingencies, Miscellaneous (_% of Direct Cost)						
С	Contractor's Profit (% of Direct Cost)						
D	Vat (12%)						
Е	Item Total Cost						
F	Item Unit Cost						

1	Materials	Quantity	Unit	Unit Price	Total Cost (Pesos)		
	Sub total						
2	Labor	No.	Duration	Rate/Day	Total Cost (Pesos)		
	Sub total						
3	Equipment	Quantity	Duration	Rate/Day	Total Cost (Pesos)		
	Sub total			·			
А	Direct Cost (1-	-2+3)					
В	Overhead, Contingencies, Miscellaneous (_% of Direct Cost)						
С	Contractor's Profit (% of Direct Cost)						
D	Vat (12%)						
Е	Item Total Cos						
F	Item Unit Cost						

5. ITEM DESCRIPTION: REBARS AND STEEL WORKS

6. ITEM DESCRIPTION: FORMWORKS AND SCAFFOLDS

1	Materials	Quantity	Unit	Unit Price	Total Cost (Pesos)
	Sub total				
2	Labor	No.	Duration	Rate/Day	Total Cost (Pesos)
	Sub total				
3	Equipment	Quantity	Duration	Rate/Day	Total Cost (Pesos)

	Sub total
А	Direct Cost (1+2+3)
В	Overhead, Contingencies, Miscellaneous (_% of Direct Cost)
С	Contractor's Profit (% of Direct Cost)
D	Vat (12%)
E	Item Total Cost
F	Item Unit Cost

7. ITEM DESCRIPTION: FINISHING WORKS (PLASTERING WORKS, PAINTING WORKS)

1	Materials	Quantity	Unit	Unit Price	Total Cost (Pesos)
	Sub total			l	
2	Labor	No.	Duration	Rate/Day	Total Cost (Pesos)
	Sub total				
3	Equipment	Quantity	Duration	Rate/Day	Total Cost (Pesos)
	Sub total				
А	Direct Cost (1+2+3)				
В	Overhead, Contingencies, Miscellaneous (_% of Direct Cost)				
С	Contractor's Profit (% of Direct Cost)				
D	Vat (12%)				
Е	Item Total Cost				
F	Item Unit Cost				

SAMPLE FORMAT FOR SUMMARY SHEET

SUMMARY SHEET

1. MATERIAL UNIT PRICES

Item No.	Description	Unit	Unit Price

Note: Please add rows as needed.

2. LABOR RATES

Item No.	Description	Unit	Daily Rate

Note: Please add rows as needed.

3. EQUIPMENT RATES

Item No.	Description	Unit	Daily Rate

Note: Please add rows as needed.

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. <u>Winning bidder agrees that</u> <u>additional contract documents or information prescribed by the GPPB</u> <u>that are subsequently required for submission after the contract</u> <u>execution, such as the Notice to Proceed, Variation Orders, and Warranty</u> <u>Security, shall likewise form part of the Contract.</u>
- 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 Signatory's Legal Capacity]

[Insert Name and Signature]

[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]

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