

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**REHABILITATION OF FARM TO MARKET
ROAD AND ROAD SLOPE PROTECTION AT
BARANGAY CANGRUNAAN (SITIO
BULILISING), CITY OF BATAAC, ILOCOS
NORTE**

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
Province of Ilocos Norte
CITY GOVERNMENT OF BATAC

Invitation to Bid for *Rehabilitation of Farm to Market Road and Road Slope Protection at Barangay Cangrunaan (Sitio Bulilising), City of Batac, Ilocos Norte*

1. The *City Government of Batac*, through the *LDRRM Fund* intends to apply the sum of **Nine Hundred Eighty-Seven Thousand Six Hundred Forty-Eight and 93/100 Pesos (PhP 987,648.93)** being the Approved Budget for the Contract (ABC) to payments under the contract for *Rehabilitation of Farm to Market Road and Road Slope Protection at Barangay Cangrunaan (Sitio Bulilising), City of Batac, Ilocos Norte* with *Identification Number: CGB-2024-PB-05-021*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *City Government of Batac* now invites bids for the above Procurement Project. Completion of the Works is required **Twenty-One (21) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *City Government of Batac* and inspect the Bidding Documents at the address given below from **8:00am to 5:00pm**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **May 28, 2024 (8:00AM to 5:00 PM) to June 03, 2024 (8:00 AM to 12:00 NN)** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP 1,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **June 05, 2024 at 12:00 NN**. Late bids shall not be accepted.
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
8. Bid opening shall be on **June 05, 2024** at BAC Office 3rd Floor City Hall Building. Bids will be opened in the presence of the or its authorized representatives (with his/her authorization) who choose to attend the activity.
9. The *City Government of Batac* 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.

10. For further information, please refer to:

ENGR. MICHELLE G. MANUEL
BAC Secretariat Head - Infrastructure
BAC Office 3rd Floor, City Hall Building
City Government of Batac
Washington Street, Brgy. #1-S Valdez
City of Batac, Ilocos Norte 2906
Email: bacbatacity@gmail.com
Tel.No.: (077) 792-2060

11. You may visit the following websites:

For downloading of Bidding Documents: *you may visit www.batac.gov.ph*

MR. MARLON F. SORIA
HRMO / BAC Chairman

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *City Government of Batac* invites Bids for the ***Rehabilitation of Farm to Market Road and Road Slope Protection at Barangay Cangrunaan (Sitio Bulilising), City of Batac, Ilocos Norte*** with ***Identification Number: CGB-2024-PB-05-021***.

The Procurement Project (“***Rehabilitation of Farm to Market Road and Road Slope Protection***”) 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 in the amount of **Php 987,648.93**.

2.2. The source of funding is:

LDRRM Fund

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current

prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. **Subcontracting is not allowed**

8. Pre-Bid Conference

The Procuring Entity will not hold a pre-bid conference for this project.

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:*
 - a. Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *120 days*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit 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 15 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

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																																																	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Construction of Farm to Market Road and Roadway Slope Protection</i>																																																
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10.4	The key personnel must meet the required minimum years of experience set below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: left;"><u>General Experience</u></th> <th style="text-align: left;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Engineer</td> <td>General Construction</td> <td>5 years</td> </tr> <tr> <td>Construction Foreman</td> <td>General Construction</td> <td>5 years</td> </tr> <tr> <td>Skilled Worker</td> <td>General Construction</td> <td>5 years</td> </tr> <tr> <td>Unskilled Laborer</td> <td>General Construction</td> <td>3 years</td> </tr> <tr> <td>Safety Officer II</td> <td>General Construction</td> <td>1 year</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Engineer	General Construction	5 years	Construction Foreman	General Construction	5 years	Skilled Worker	General Construction	5 years	Unskilled Laborer	General Construction	3 years	Safety Officer II	General Construction	1 year																														
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10.5	The minimum major equipment requirements are the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><u>Payloader</u></td> <td style="text-align: center;"><u>1.50 cu.m.</u></td> <td style="text-align: center;"><u>1</u></td> </tr> <tr> <td>Water truck</td> <td style="text-align: center;">16000 L</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Dumptruck</td> <td style="text-align: center;">12 cu.yd.</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Vibratory Roller</td> <td style="text-align: center;">10mt</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Backhoe with Breaker</td> <td style="text-align: center;">0.80 cu.m.</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Backhoe wheel type</td> <td style="text-align: center;">0.28cu.m.</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Transit Mixer</td> <td style="text-align: center;">5 cu.m.</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Concrete Batching Plant</td> <td style="text-align: center;">30 cu.m.</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Concrete Screeder</td> <td style="text-align: center;">5.5 hp</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Motorized Road Grader</td> <td style="text-align: center;">140 hp</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Concrete Saw 14" blade dia.</td> <td style="text-align: center;">7.5 hp</td> <td style="text-align: center;">1</td> </tr> <tr> <td>One Bagger Concrete Mixer</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Concrete Vibrator</td> <td></td> <td style="text-align: center;">2</td> </tr> <tr> <td>Joint sealer equipment</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Bar Cutter</td> <td style="text-align: center;">Single Phase</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	<u>Payloader</u>	<u>1.50 cu.m.</u>	<u>1</u>	Water truck	16000 L	1	Dumptruck	12 cu.yd.	1	Vibratory Roller	10mt	1	Backhoe with Breaker	0.80 cu.m.	1	Backhoe wheel type	0.28cu.m.	1	Transit Mixer	5 cu.m.	4	Concrete Batching Plant	30 cu.m.	1	Concrete Screeder	5.5 hp	1	Motorized Road Grader	140 hp	1	Concrete Saw 14" blade dia.	7.5 hp	1	One Bagger Concrete Mixer		1	Concrete Vibrator		2	Joint sealer equipment		1	Bar Cutter	Single Phase	1
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12	<i>Value Engineering not allowed.</i>																																																
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than 19,752.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than 49,382.00, if bid security is in Surety Bond. 																																																
19.2	Partial bids are not allowed.																																																
20	<i>None</i>																																																
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.																																																

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	<i>The intended completion date is Twenty-one (21) calendar days from the Effective Date of the Contract.</i>
4.1	N/A
6	N/A
7.2	Five (5) years.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within Seven (7) days of delivery of the Notice of Award.
11.2	N/A
13	The amount of the advance payment <i>shall not exceed 15% of the total contract price and schedule of payment.</i>
14	<i>Not Allowed</i>
15.1	N/A
15.2	N/A

Section VI. Specifications

GENERAL SPECIFICATIONS:

Project Title: **REHABILITATION OF FARM TO MARKET ROAD AND ROAD SLOPE PROTECTION**
Project Location: **#3 CANGRUNAAN (SITIO BULILISING), CITY OF BATAC, ILOCOS NORTE**

ITEM 101 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

Removal of Existing Pavement, Sidewalks, Curbs, etc.

All concrete pavement, base course, sidewalks, curbs, gutters, etc., designated for removal, shall be:

- (1) Broken into pieces and used for riprap on the project, or
- (2) Broken into pieces, the size of which shall not exceed 300 mm (12 inches) in any dimension and stockpiled at designated locations on the project for use by the Government, or
- (3) Otherwise demolished and disposed off as directed by the Engineer. When specified, ballast, gravel, bituminous materials or other surfacing or pavement materials shall be removed and stockpiled as required in Subsection 101.2.1, otherwise such materials shall be disposed off as directed.

There will be no separate payment for excavating for removal of structures and obstructions or for backfilling and compacting the remaining cavity.

ITEM 102 – EXCAVATION

This Item shall consist of roadway and drainage and borrow excavation and the disposal of material in accordance with this Specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer.

Roadway Excavation

Roadway excavation will include excavation and grading for roadways, parking areas, intersections, approaches, slope rounding, benching, waterways and ditches; removal of unsuitable material from the roadbed and beneath embankment areas; and excavating selected material found in the roadway as ordered by the Engineer for specific use in the improvement. Roadway excavation will be classified as "unclassified excavation", "rock excavation", "common excavation", or "muck excavation" as indicated in the Bill of Quantities and hereinafter described.

- (1) **Unclassified Excavation.** Unclassified excavation shall consist of the excavation and disposal of all materials regardless of its nature, not classified and included in the Bill of Quantities under other pay items.
- (2) **Rock Excavation.** Rock excavation shall consist of igneous, sedimentary and metamorphic rock which cannot be excavated without blasting or the use of rippers, and all boulders or other detached stones each having a volume of 1 cubic meter or more as determined by physical measurements or visually by the Engineer.
- (3) **Common Excavation.** Common excavations shall consist of all excavation not included in the Bill of Quantities under "rock excavation" or other pay items.

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- (4) Muck Excavation. Muck excavation shall consist of the removal and disposal of deposits of saturated or unsaturated mixtures of soils and organic matter not suitable for foundation material regardless of moisture content.

Borrow Excavation

Borrow excavation shall consist of the excavation and utilization of approved material required for the construction of embankments or for other portions of the work, and shall be obtained from approved sources, in accordance with Clause 61 and the following:

- (1) Borrow, Case 1
Borrow Case 1 will consist of material obtained from sources designated on the Plans or in the Special Provisions.
- (2) Borrow, Case 2
Borrow Case 2 will consist of material obtained from sources provided by the Contractor.

The material shall meet the quality requirements determined by the Engineer unless otherwise provided in the Contract.

ITEM 104 – EMBANKMENT

This Item shall consist of the construction of embankment in accordance with this Specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer.

Material Requirements

Embankments shall be constructed of suitable materials, in consonance with the following definitions:

1. Suitable Material – Material which is acceptable in accordance with the Contract and which can be compacted in the manner specified in this Item. It can be common material or rock.

Selected Borrow, for topping – soil of such gradation that all particles will pass a sieve with 75 mm (3 inches) square openings and not more than 15 mass percent will pass the 0.075 mm (No. 200) sieve, as determined by AASHTO T 11. The material shall have a plasticity index of not more than 6 as determined by ASSHTO T 90 and a liquid limit of not more than 30 as determined by AASHTO T 89.

2. Unsuitable Material – Material other than suitable materials such as:

- (a) Materials containing detrimental quantities of organic materials, such as grass, roots and sewerage.
- (b) Organic soils such as peat and muck.
- (c) Soils with liquid limit exceeding 80 and/or plasticity index exceeding 55.
- (d) Soils with a natural water content exceeding 100%.
- (e) Soils with very low natural density, 800 kg/m³ or lower.
- (f) Soils that cannot be properly compacted as determined by the Engineer.

ITEM 105-SUBGRADE PREPARATION

This item shall consist of the preparation of the subgrade for the support of overlying structural layers. It shall extend to full width of the roadway. Unless authorized by the Engineer, subgrade preparation shall not be done unless the Contractor is able to start immediately the construction of the pavement structure.



CEB-2024-01-002

ITEM 200 – AGGREGATE SUBBASE COURSE

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

Material Requirements

Aggregate for subbase shall consist of hard, durable particles or fragments of crushed stones, crushed slag, or crushed or natural gravel and filler of natural or crushed sand or other finely divided mineral matter. The composite material shall be free from vegetable matter and lumps or balls of clay, and shall be of such nature that it can be compacted readily to form a firm, stable subbase.

The subbase material shall conform to grading requirements. The fraction passing the 0.075mm (no.200) sieve shall not be greater than 0.66 (two thirds) of the fraction passing the 0.425 mm (no. 40) sieve. The fraction passing the 0.425 mm (no. 40) sieve shall have a liquid limit not greater than 35 and the plasticity index not greater than 12 as determined by AASHTO T89 AND T90, respectively.

The coarse portion, retained on a 2.00mm (no.10) sieve, shall have a mass percent of wear not exceeding 50 by the Los Angeles abrasion tests as determined by AASHTO T96.

The material shall have a soaked CBR value of not less than 30% as determined by AASHTO 193. The CBR value shall be obtained at the maximum dry density and determined by AASHTO T180, METHOD D.

Placing

The aggregate subbase material shall be placed at a uniform mixture on a prepared subgrade in a quantity which provide the required compacted thickness. When more than one layer is required, each layer shall be shaped and compacted before the succeeding layer is placed. The placing of material shall begin at the point designated by the engineer. Placing shall be from vehicles especially equipped to distribute the material in a continuous uniform layer or windrow. The layer or windrow shall be such size that when spread and compacted, the finished layer shall be in a reasonably close conformity to the nominal thickness shown on the Plans.

Spreading and Compacting

When uniformly mixed, the mixture shall be spread to the plan thickness, for compaction. Where the required thickness is 150mm or less, the material may be spread and compacted in one layer. Where the required thickness is more than 150mm, the aggregate subbase shall be spread and compacted in two or more layers of approximately equal thickness, and the maximum compacted thickness of any layer shall not exceed 150mm. all subsequent layers shall be spread and compacted in a similar manner.

The moisture content of subbase material shall, if necessary, be adjusted prior to compaction by watering with approved sprinklers mounted on trucks or by drying out, as required in order to obtain the required compaction.

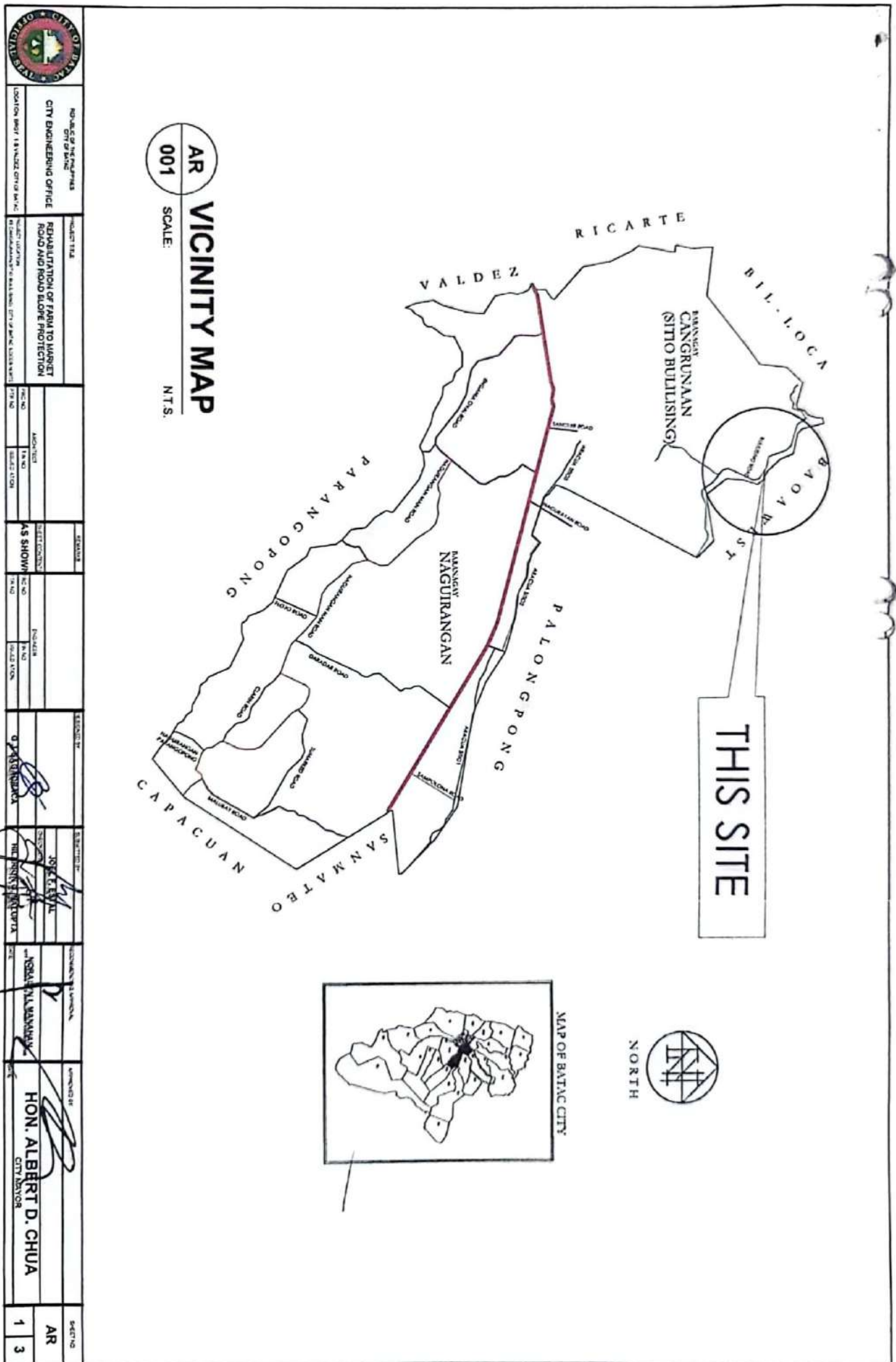
Immediately following final spreading and smoothing, each layer shall be compacted to the full width by means of approved compaction equipment. Rolling shall progress gradually from the sides to the center, parallel to the centerline of the road and shall continue until the whole surface has been rolled.


Compaction shall continue until a field density of at least 100 percent of the maximum dry density determined in accordance with AASHTO T180, Method D has been achieved. In-place density determination shall be made in accordance with ASHTO T 191.

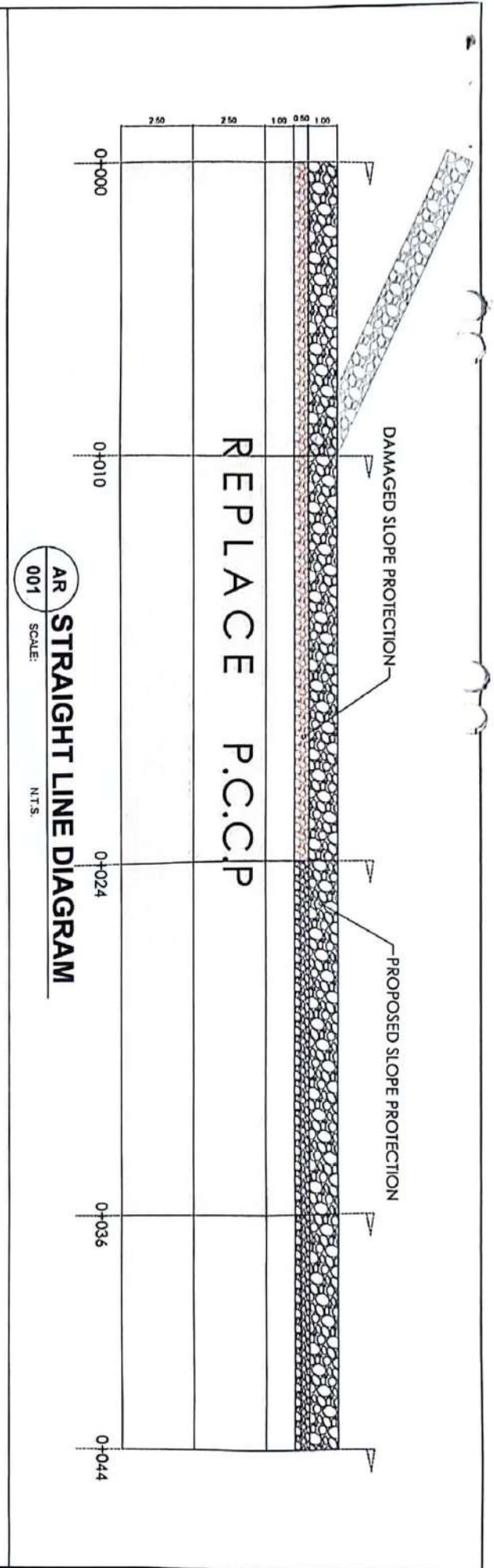


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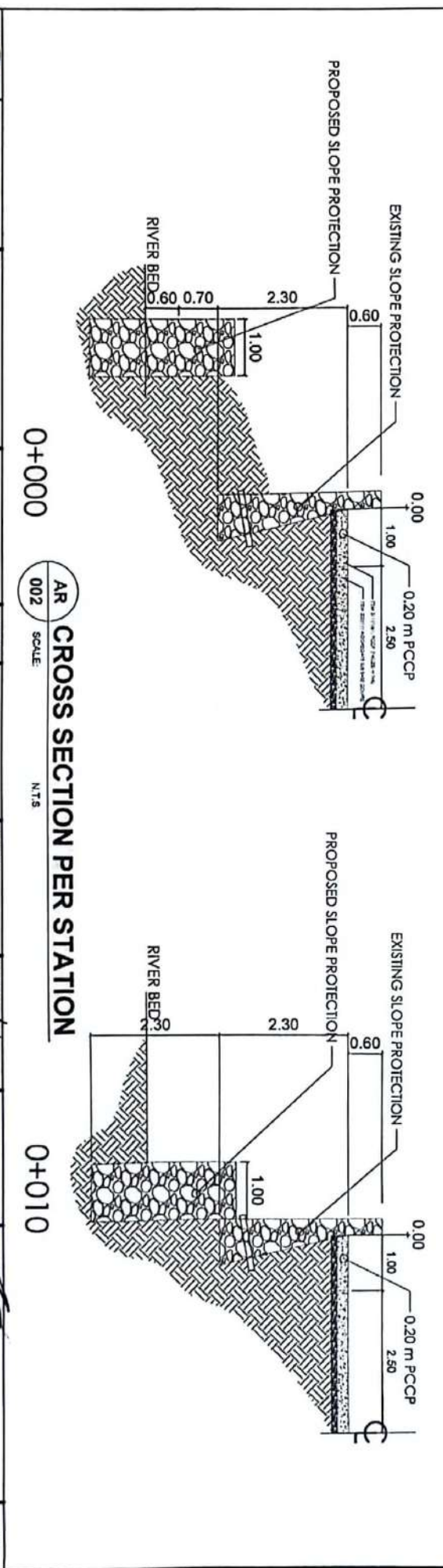
Section VII. Drawings



		REPUBLIC OF THE PHILIPPINES CITY OF BATANG CITY ENGINEERING OFFICE		PROJECT TITLE REHABILITATION OF FARM TO MARKET ROAD AND ROAD SLOPE PROTECTION		SUBJECT LOCATION IN COMPLETION OF B.A. ROAD, CITY OF BATANG, CANTON		DESIGNER AS SHOWN		CHECKED BY JOY E. VILLALBA		APPROVED BY HON. ALBERT D. CHUA CITY MAYOR		SHEET NO. AR 1 3	
LOCATION MAP / 1:50,000 OFFICIAL MAP		PROJECT NO.		DATE		SCALE		DATE		DATE		DATE		DATE	



AR
001 SCALE: N.T.S.
STRAIGHT LINE DIAGRAM



	MUNICIPAL ENGINEERS CITY OF IPOH CITY ENGINEERING OFFICE	PROJECT TITLE REHABILITATION OF FARM TO MARKET ROAD AND ROAD SLOPE PROTECTION	DRAWN BY A.S. SHAMIN	CHECKED BY J. H. MURUGA	APPROVED BY HON. ALBERT D. CHUA CITY MAYOR	SHEET NO. S 2
LOCATION: MFR 18, MUKIM: CITY OF IPOH SCALE: AS SHOWN DATE: 2024						3

Section VIII. Bill of Quantities

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (Pesos)	AMOUNT PESOS
B.5	PROJECT BILLBOARD/SIGN BOARD	Ea.	1.00	In words: <u>Pesos</u> <hr/> In Figures: <u>Php</u>	In Figures: <u>Php</u>
B.7 (1)	OCCUPATIONAL SAFETY AND HEALTH PROGRAM	Mo.	0.81	In words: <u>Pesos</u> <hr/> In Figures: <u>Php</u>	In Figures: <u>Php</u>
B.9	MOBILIZATION / DEMOBILIZATION	L.S.	1.00	In words: <u>Pesos</u> <hr/> In Figures: <u>Php</u>	In Figures: <u>Php</u>
101(3) b5	REMOVAL OF ACTUAL STRUCTURES/ OBSTRUCTION – PCCP (UNREINFORCED), 0.20m thk	Sq. m.	216.00	In words: <u>Pesos</u> <hr/> In Figures: <u>Php</u>	In Figures: <u>Php</u>
102(2)	SURPLUS COMMON EXCAVATION	Cu. m.	44.00	In words: <u>Pesos</u> <hr/> In Figures: <u>Php</u>	In Figures: <u>Php</u>
104(2)a	EMBANKMENT FROM BORROW (COMMON SOIL)	Cu. m.	35.00	In words: <u>Pesos</u> <hr/> In Figures: <u>Php</u>	In Figures: <u>Php</u>
105(1)a	SUBGRADE PREPARATION (COMMON MATERIAL)	Sq. m.	216.00	In words: <u>Pesos</u> <hr/> In Figures: <u>Php</u>	In Figures: <u>Php</u>
200(1)	AGGREGATE SUB BASE COURSE	Cu. m.	43.20	In words: <u>Pesos</u> <hr/> In Figures: <u>Php</u>	In Figures: <u>Php</u>

311(1)b1	PORTLAND CEMENT CONCRETE PAVEMENT (UNREINFORCED) – 0.20m thk.	Sq. m.	216.00	In words: <u>Pesos</u> <hr/> In Figures: <u>Php</u>	In Figures: <u>Php</u>
506 (1)	STONE MASONRY	Cu. m.	144.28	In words: <u>Pesos</u> <hr/> In Figures: <u>Php</u>	In Figures: <u>Php</u>

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
and
- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped

“received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (m) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

