PHILIPPINE BIDDING DOCUMENTS

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

PROCURING ENTITY: DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS, REGIONAL OFFICE VI, ILOILO CITY

BIDDING DOCUMENTS

FOR

PROCUREMENT ID/CONTRACT ID: 25GP0069

CONTRACT NAME: Repair/Maintenance of Old Panay River Revetment 1 (F040010PN)

CONTRACT LOCATION: Brgy. Bitoon Ilawod Cuartero, Capiz

Start Date for Issuance of Bidding Documents: July 1, 2025

Date of Opening of Bids: July 22, 2025

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.

TABLE OF CONTENTS

GLOSSARY OF 5

TERMS, ABBREVIATIONS, AND ACRONYMS 5

SECTION II. INSTRUCTIONS TO BIDDERS 7

1. Scope of Bid 11
2. Funding Information 11
3. Bidding Requirements 11
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices 12
5. Eligible Bidders 12
6. Origin of Associated Goods 12
7. Subcontracts 12
8. Pre-Bid Conference 13
9. Clarification and Amendment of Bidding Documents 13
10. Documents Comprising the Bid: Eligibility and Technical Components 13
11. Documents Comprising the Bid: Financial Component 14
12. Alternative Bids 14
13. Bid Prices 14
14. Bid and Payment Currencies 15
15. Bid Security 15
16. Sealing and Marking of Bids 15
17. Deadline for Submission of Bids 15
18. Opening and Preliminary Examination of Bids 16
19. Detailed Evaluation and Comparison of Bids 16
20. Post Qualification 16
21. Signing of the Contract 16

SECTION III. BID DATA SHEET 17

SECTION IV. GENERAL CONDITIONS OF CONTRACT 26

1. Scope of Contract 27
2. Sectional Completion of Works 27
3. Possession of Site 27
4. The Contractor's Obligations 27
5. Performance Security 28
6. Site Investigation Reports 28

7. Warranty 28
8. Liability of the Contractor 28
9. Termination for Other Causes 28
10. Dayworks 29
11. Program of Work 29
12. Instructions, Inspections and Audits 29
13. Advance Payment 29
14. Progress Payments 29
15. Operating and Maintenance Manuals 30

SECTION V. SPECIAL CONDITIONS OF CONTRACT 31

SECTION VI. SPECIFICATIONS 33

SECTION VII. DRAWINGS 35

SECTION VIII. BILL OF QUANTITIES 36

SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS ERROR! BOOKMARK NOT DEFINED.

SECTION X. BID FORM 43

SECTION XI. OMNIBUS SWORN STATEMENT 45

SECTION XII. BID SECURING DECLARATION 47

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.

Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
REGIONAL OFFICE VI
Fort San Pedro, Iloilo City

BAGONG PILIPINAS

INVITATION TO BID

for

Contract ID No.: 25GP0069
Contract Name: Repair/Maintenance of Old Panay River Revetment 1 (F040010PN)

1. The **Department of Public Works and Highways Regional Office VI** through the **FY 2025 General Appropriations Act (GAA)** intends to apply the sum of **Php 1,823,527.74** being the Approved Budget for the Contract (ABC) to payments under the contract for **Contract ID No. 25GP0069 – Repair/Maintenance of Old Panay River Revetment 1 (F040010PN).** Bids received in the excess of the ABC shall be automatically rejected at bid opening.

2. The **Department of Public Works and Highways Regional Office VI** through its Bids and Awards Committee now invites bids for the hereunder Works:

Name of Contract	:	Repair/Maintenance of Old Panay River Revetment 1 (F040010PN)
Contract ID No.	:	25GP0069
Locations	:	Brgy. Bitoon Ilawod Cuartero, Capiz
Scope of Works	:	Plastering of old existing minor damaged revetment & Construction of reinforced concrete headwall, top berm and upper anchorage w/ Construction of unpaved shoulder to concrete side walk
Approved Budget for the Contract	:	Php 1,823,527.74
Contract Duration	:	64 calendar days

Prospective Bidders should be (1) registered with and classified by the Philippine Contractors Accreditation Board (PCAB) with PCAB LICENSE Category **C & D** for **Small B.** The description of an eligible Bidder is contained in the Bidding Documents, particularly, in Annex II-1 B Section II and III of Bidding Documents.

Contractors/applicants who wish to participate in this bidding are encourage to enroll in the DPWH Civil Works Application (CWA) at the DPWH Procurement Service (PrS), 5th Floor, DPWH Bldg., Bonifacio Drive, Port Area, Manila, while those already enrolled shall keep their records current and updated. The Contractor's eligibility to bid on the project will be determined using the DPWH Contractor Profile Eligibility Process (CPEP) and subject to further post-qualification. Information on registration can be obtained from the PrS during working weekdays from 7:00 am to 4:00 pm or at the DPWH website www.dpwh.gov.ph.

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 9184 (RA 9184), otherwise known as "Government

Procurement Reform Act". The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification.

4. Interested bidders may obtain further information from the **Department of Public Works and Highways Regional Office VI** and inspect the Bidding Documents at **Fort San Pedro, Iloilo City** during weekdays from **8:00 am to 5:00 PM.**

5. A complete set of Bidding Documents may be acquired by interested bidders from **July 1 - July 22, 2025** from the given address and websites 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 5,000.00.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

   It 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.

6. **The Department of Public Works and Highways Regional Office VI** will hold a Pre-Bid Conference on **July 8, 2025 at 2:00 P.M.** at **Bidding Room, Procurement Unit,** and through a livestreaming via https://www.youtube.com/@DPWH.RO.6, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below, or (ii) online or electronic submission **on or before July 22, 2025**. 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 be on **July 22, 2025** immediately after submission of bids at **Department of Public Works and Highways Regional Office VI, Bidding Room, Procurement Unit.** Bids will be opened in the presence of the bidder's representative who choose to attend the activity.

10. Per GPPB Resolution No. 15-2021, prospective bidders are required to upload and maintain current of the following eligibility documents in the Philgeps:

    a. Registration Certification (SEC/DTI Registration)
    b. Mayor's/Business Permit or its Equivalent Documents
    c. Tax Clearance
    d. PCAB License and Registration, and
    e. Audited Financial Statements

    Any expired document among the afore-cited eligibility documents shall render the PHILGEPS Platinum Registration Certificate as automatically suspended and its validity shall resume only once the said expired document is already updated with the PhilGEPS.

For recently expired Mayor's Permit, the recently expired Mayor's Permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the LGU shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Platinum Registration and Membership.

Consequently, the prospective bidders shall maintain an updated and current PhilGEPS Platinum Registration and Membership in the Civil Works Application (CWA). Prospective bidders with expired eligibility documents and have not yet updated their record in the CWA are advised to attached their newly updated Platinum Registration and Membership Certificate, in the technical bid documents and not the updated particular eligibility "Class A" document, to be considered eligible by the Bids and Awards Committee.

Only authorized liaison officer(s), whose name appears on the Contractor's Registration Certificate (CRC) with the presentation of his/her ID duly issued by its construction firm shall be allowed to purchase and submit/drop bidding documents.

11. The **Department of Public Works and Highways Regional Office VI** 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 RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

    SEVERO A. RUIZ
    Head, Procurement Unit
    DPWH Regional Office VI New Building
    Fort San Pedro, Iloilo City
    (033) 329-9029
    ruizsa@dpwh.gov.ph

13. You may visit the following websites:

    For downloading of Bidding Documents:
    https://www.dpwh.gov.ph/dpwh/business/procurement/cw/advertisement

    For online bid submission: electronicbids_capiz2@dpwh.gov.ph

Date of issue: **July 1, 2025**

MARILOU G. ZAMORA
BAC Chairperson

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, *[indicate name]* invites Bids for the [*insert Procurement Project*], with Project Identification Number *[indicate number]*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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 *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

a. NGA, the National Expenditure Program.

b. GOCC and GFIs, the proposed Corporate Operating Budget.

c. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

a. NGA, the General Appropriations Act or Special Appropriations.

b. GOCC and GFIs, the Corporate Operating Budget.

c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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:
[*Select one, delete other/s*]

a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS,** which shall not exceed fifty percent (50%) of the contracted Works.

b. Subcontracting is not allowed.

7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Bidding Room, Procurement Section, DPWH Regional Office VI and/or through videoconferencing/webcasting} 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:*

[Select one, delete other/s]

a. Philippine Pesos.
b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]*

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 calendar days from the opening of bids. 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

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	
1.0	The Procuring Entity, **Department of Public Works and Highways Regional Office VI** invites Bids for the **25GP0069 – Repair/Maintenance of Old Panay River Revetment 1 (F040010PN).** The scope of the Works under this Contract is **Plastering of old existing minor damaged revetment & Construction of reinforced concrete headwall, top berm and upper anchorage w/ Construction of unpaved shoulder to concrete side walk.**
2.1	The GOP through the source of funding for **FY 2025 General Appropriations Act (GAA)** in the amount of **Php 1,823,527.74** (ABC).
2.2	The source of funding is: **a. NGA, General Appropriations Act or Special Appropriations**
3.0	All prospective bidders are expected to have visited the project site prior to the opening of bids. Bidder may submit an affidavit of site inspection in the technical component of their bid as proof that they have visited the site.
5.2	The following are the "Major Categories of Works" involved in the contract to be bid: **FMDRE – Flood Control: Maintenance - Dredging, Desilting, River Rechanneling/Excavation Works** The following are the "Similar Categories of Works" that shall be considered in the evaluation of the work experience required for the contract to be bid: ➢ **FCRB - Flood Control: Construction – Retarding Basin** ➢ **FCCE - Flood Control: Construction – Channel Excavation** ➢ **HD - Harbors: Dredging** ➢ **MFC - Maintenance: Flood Control *** ➢ **FHG - Flood Control: Hydraulics - Dredging *** ➢ **FHR - Flood Control: Hydraulics - River Control *** The following "Qualifiers" shall be applied to this contract: **Bidder must have an experience on:** **1. Completed at least one (1) contract that has similar channel excavation/ dredging projects to be bid, and;** **2. Similar channel excavation/dredging works with at least 50% of items of work of the project.**
7.1	b. Subcontracting is not allowed.

8.1	The Procuring Entity will hold a Pre-Bid Conference for this Project on **July 8, 2025** at **Bidding Room, Procurement Section,** {Insert if applicable and through video-conferencing/ webcasting via [insert website, application or technology to be used]} which shall be open to prospective bidders. If the bidder chooses to attend the Prebid conferencing through online conference, the bidder should join the meeting using the following link ***youtube.com/DPWH.RO6***
10.1	NOTE: ✓ For manual submission of bids, the Technical Documents is preferably book bounded. ✓ The contents of Technical Documents are preferably numbered/paginated consecutively in the right-hand top margin and signed below page number by duly authorized representative for both manual and electronic submission of bids. ✓ Any missing, incomplete or patently insufficient document in the required checklist is a ground for outright rejection (non-complying) of the bid.
10.4	The key personnel must meet the required minimum years of experience set below:

Key Personnel	Min. Years of Similar Experience (Same Position)	Min. Years of Total Work Experience (Same Position)
Project Manager	5 Years	5 Years
Project Engineer	5 Years	5 Years
Project Inspector	5 Years	5 Years
Materials Engineer I	5 Years	5 Years
Safety Officer	5 Years	5 Years
Foreman	5 Years	5 Years

Accredited Safety Officer (Required Upon Issuance of Notice of Award) subject to D.O. 98 Series of 2014: Submission of Construction Safety and Health Program Approved by the Department of Labor and Employment (DOLE).

First Aider w/ certificate of Training issued by RED CROSS in compliance to DOLE requirements for the approval of Construction Safety & Health Program (Required upon issuance of Notice of Award) subject to D.O 98 Series of 2014: Submission of Construction Safety and Health Program Approved by the Department of Labor and Employment (DOLE).
The key personnel should meet the following work experience.

1. The experience means total years of civil works experience (of any nature in construction and engineering consultancy services)

2. **Included the Tax Identification Number (TIN) of the Key Personnel.** Compliance to D.O 98 series of 2016: Revised Guidelines on the Accreditation of Contractor's/ Consultants' Materials Engineer.

Include the contact number of the Materials Engineer.

10.5 The minimum major equipment requirements are the following:

Description	Capacity	Required Units
1. Backhoe	0.80 cu.m.	1
2. Backhoe with Breaker	0.80 cu.m.	1
3. Backhoe (Wheel Mounted)	0.28 cu.m.	1
4. Dump Truck	9.12 cu.m.	2
5. One Bagger Mixer	0.113-0.17 m^3/min	1
6. Concrete Vibrator		2
7. Plate Compactor	5 hp	1
8. Water Truck w/Pump	16000 L	1
9. Cutting Outfit		1
10. Bar Cutter	25mm Maximum Rebar ø(grade 40), Single Phase	1
11. Bar Bender	25mm Maximum Rebar ø(grade 40), Three Phase	1

1) Laboratory Equipment	Required No. of Units	Minimum Capacity/ Unit

Please refer to D.O. 11 Series of 2017 for the minimum materials testing equipment and D.O 127, Series of 2018, Strict Application of R.A 9184 in the conduct of Post-Qualification of Bidders with Delayed On-Going Contracts with the DPWH.

11.1 NOTE:

- ✓ For manual submission of bids, the Financial Documents is preferably book bounded.
- ✓ The contents of Financial Documents are preferably numbered/paginated consecutively in the right-hand top margin and signed below page number by duly authorized representative for both

	manual and electronic submission of bids. ✓ Any missing, incomplete or patently insufficient document in the required checklist is a ground for outright rejection (non-complying) of the bid.
12	Value Engineering not allowed.
14.2	Philippine Pesos.
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than **two percent (2%) of ABC**, 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 **five percent (5%) of ABC** if bid security is in Surety Bond.
17.0	Only authorized liaison officer(s), whose name appears on the Contractor's Registration Certificate (CRC) with the presentation of his/her ID duly issued by its construction firm shall be allowed to purchase and submit/drop bidding documents.
18.1	Bid submission maybe done manually or electronically/online. However, bidders should only select one mode of submission, either manual or electronic. The address for receipt of Bids submitted manually is **Bidding Room, Procurement Section** The deadline for receipt of Bids is on **July 22, 2025 at 10:00 A.M** **For bids to be submitted electronically/online, the following procedures should be observed following D.O 87 - 2020:** 1. **Submission of electronic Official Receipt of purchase of the Bidding Documents** Prior to the deadline of submission of bids, the prospective bidders shall send an e-mail with subject **"Official Receipt for [Insert Contract ID]"** to **[Insert dedicated e-mail address]**. Attached to the said e-mail is the copy of the Official Receipt of purchase of bidding documents in Portable Document File (PDF) format with file name in the format **"<PCAP ID>_ <CONTRACT ID>_OfficialReceipt.pdf"**. For example, the filename of the attached PDF containing the Official Receipt of the Contract with PCAB ID No. 12345, who intends to participate in the bidding of Contract ID No. 20Z00123 shall be "12345_20Z00123_OfficialReceipt.pdf". Further, the e-mail subject would be "Official Receipt for 20Z00123". In case a prospective bidder originally intends to join the bidding as Joint Venture (referred as "original bidder"), has been issued an Official Receipt of purchase of bidding documents and has submitted the electronic Official Receipt, but eventually decided to join the bidding with new members or as individual

contractors (referred as "regrouped bidder"), or vice-versa, the "regrouped bidder" should purchase a new bidding document to be issued with the corresponding Official Receipt in their name and submit the electronic Official Receipt following the same procedures.

2. **Confirmation of the electronically submitted Official Receipt**

2.1 An e-mail shall be received by a prospective bidder confirming its successful submission of the Official Receipt as required under Item 1.

Only the electronic bids of bidders who have successfully submitted an electronic Official Receipt shall be accepted.

2.2 An e-mail shall also be received by a prospective bidder in instances where their sent e-mail related to Item 1:

a. Has incorrect subject Contract ID, which means that a corresponding folder with the same Contract ID does not exist in the eBid Portal;
b. Has no attachment;
c. Has an attachment but is not in the prescribe format;
d. Has more than one (1) attachment; or
e. Was received after the deadline of bid submission.

For the foregoing cases, the prospective bidders should rectify/correct the noted deficiency/ies to comply with the requirements under Item 1 for its electronic bid to be accepted.

3. **Preparation and submission of an Electronic Bid**

The prospective bidders shall prepare and submit their bids electronically following the steps prescribed under with D.O. 87 -2020 in accordance with GPPB Resolution No. 09-2020 as follows:

a. Following GPPB Resolution No. 09-2020, a bidder has the option to submit bid electronically. **However, if a bidder chooses to submit an electronic bid, the same bidder can no longer submit a bid manually for the same contract, and vice versa.**

b. Similar to manual submission, prospective bidders shall prepare their bids in **two (2) file folders,** each for the Technical and Financial Components. The file name of the Technical and Financial Components folders should be in format **<PCAB ID>_<CONTRACT ID>_TECHNICAL** and **<PCAB ID>_<CONTRACT ID>_FINANCIAL** (e.g. 12345_20Z00123_TECHNICAL, 12345_20Z00123_FINANCIAL).

Subsequently, each of the Technical and Financial Components file folders shall be **COMPRESSED, PASSWORD PROTECTED** and **NAMED** in the format **<PCAB ID>_<CONTRACT ID>_TECHNICAL.zip (or .rar/ .7z)** and **<PCAB ID>_<CONTRACT ID>_FINANCIAL.zip (or .rar/7z)**, respectively (20Z00123_TECHNICAL.zip, 12345_20Z00123_FINANCIAL.zip).

c. Each file contained in the Technical and Financial Components file folders shall be in PDF format (either scanned or exported/published), with file name in the format **<PCAB ID>_<CONTRACT ID>_DescriptiveFilename.pdf** (e.g. 12345 20Z00123 PCABLicense.pdf, 12345_20Z00123_OmnibusSwornStatement.pdf).

d. The compressed archive file folders of the Technical and Financial components shall be compiled in a **PASSWORD PROTECTED COMPRESS ARCHIVE MAIN FILE FOLDER with filename in the format <PCAB>_<CONTRACT ID>_Bid** (e.g. 12345_20Z00123_Bid).

In case the total file size of the main archive file folder is more than the allowable size of an attachment per e-mail of the prospective bidder's e-mail service provider (e.g. Gmail, Yahoo, Mail, Outlook), they shall need to split its electronic bid into two or more **PASSWORD PROTECTED COMPRESSED ARCHIVE MAIN FILE FOLDERS.**

e. The e-mail submitting the prospective bidder's electronic bid should have a Subject in the format **"Bid Submission for [Insert Contract ID]"** (e.g. "Bid Submission for 20Z00123").

In case of multiple compressed archive main file folders, it shall be submitted in multiple e-mails, each with Subject in the format **"Bid Submission [Insert Number of main archive folder]/[Insert total number of main archive folders]"** (e.g. "Bid Submission ½ for 20Z00123" and "Bid Submission 2/2 for 20Z00123").

f. The prospective bidder shall submit its electronic bid to **electronicbids_capiz2@dpwh.gov.ph** using the prospective bidder's e-mail address registered in the Civil Works Application (CWA). In case prospective bidders are not yet registered, they can use any e-mail address, subject to the verification of the BAC Secretariat.

4. **Modification of an electronic bid**

If bidder wishes to modify its electronic bid, he may do so following the procedures in the manual submission of bid or he may choose to submit his modification electronically in the same format prescribed in the preparation and submission of an electronic bid, except that the subject of the e-mail submitting

the bid modification shall be labelled "Bid Modification X for <Contract ID>", where "X" represents the number of bid modification submitted. For example, the subject of an e-mail submitting a first bid modification for Contract ID No. 20Z00123 should be "Bid Modification 1 for 20Z00123".

5. **Non-participation in the Bidding**

In case a prospective bidder that have purchased a bidding document decided not to participate, he may choose to submit his letter of non-participation manually or electronically. In case of electronic submission, the contractor shall send an e-mail with the Subject "Non-participation for <Contract ID>" with the letter of non-participation as attachment with file name "<PCAB ID>_<CONTRACT ID>_Non-Participation.pdf". This e-mail should be sent to **electronicbids_capiz2@dpwh.gov.ph** before the deadline for bid submission.

6. **Withdrawal of Electronic Bid**

Bids may be only withdrawn prior the deadline for bid submission. In case of withdrawal of an electronic bid, the bidder shall send an e-mail with the subject "Bid Withdrawal for <Contract ID>" and the letter of bid withdrawal in pdf format with file name "<PCAB ID>_<CONTRACT ID>_BidWithdrawal.pdf" shall be attached. This e-mail should be sent to **electronicbids_capiz2@dpwh.gov.ph** before the deadline for bid submission.

7. **Opening of the electronic bid**

Only during the actual opening of bids shall be bidder disclose the passwords for his electronic bid. This can be done by the bidder's authorized representative verbally in person, through phone call, online platforms (e.g. videoconferencing, webcasting), or through writing. In all cases, the bidders will have only three (3) attempts or fifteen (15) minutes, whichever comes first, to provide the correct password. Otherwise, the bidder shall be disqualified except in unforeseen justifiable circumstances. The bidder may also be subjected to the three-strike policy (D.O. 17, Series of 2015) as warranted by the circumstances.

If the bidder chooses to disclose the password through phone call, he should make sure that the contract numbers as recorded in the Civil Works Application are open when the BAC call to ask for the password. The bidder may also choose to call the BAC number **(033) 329-9008** during the bid opening time and wait for the opening of his bid for him to disclose the password.

	If the bidder chooses to attend the bid opening through online conference, the bidder should join the meeting using the following link ***youtube.com/DPWH.RO.6*** If the bidder chooses to disclose the passwords through writing, the letters for password 1 (Main File Folder/Technical Component File Folder) and password 2 (Financial Component File Folder) should be enclosed in separate envelopes with the sender details (AMO, Bidder Name, Address) addressed to the BAC Chairperson, with the details of the bidding (Contract ID, Contract Name, Bid Opening Date and Time), signed and sealed, with a remark "Password [Insert 1 or 2]. Do not open before actual bid opening date and time". All electronic bids (Passwords protected compressed archive main file folder/s) shall be opened first for the opening of the Technical Component compressed archive folder/s. This shall be followed by the opening of bids submitted manually for the opening of the Technical Component Envelopes. The same procedures apply for the Financial Components compressed archive file folder/s and financial component envelopes. If the electronic bid or file within it was found to be damaged, could not be extracted or opened, the bid shall be considered "Failed". If the electronic bid is not password-protected or is not in the required format, the bid shall still be accepted provided that the bidder acknowledges such condition. The BAC shall assume no responsibility for the misplacement of the contents of the contents of the improperly sealed or marked bid, or improperly compressed or password-protected folder, or for its premature opening. 8. **File name convention in case of a Joint Venture Bidder** For Joint Venture (JV), the format of PCAB ID to be use by the bidder in naming their files, folders and archives shall be "JV_<PCAB ID of the Lead Member>" For example, if three (3) Contractors with PCAB ID Nos. 12345 (lead member), 67890, and 24680 entered into a JV, the PCAB ID they must use is "JV-12345".
8.2	Bid Corrections or any corrections as well as erasures made in the financial documents including the discounts offered and the methodology of their applications must be duly signed or initialed;
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	The Intended Completion Date is **Sixty-Four (64)** calendar days from the Effective Date of the Contract.
7.2	**Five (5) years.**
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
13	The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment.

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted

subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and

b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.

b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Contract ID: [illegible]
Contract Name: **Repair/Maintenance of Old Panay River Revetment 1 (F040010PN)**

Location of the Contract: Barangay Bitoon Ilawod Cuartero, Capiz

Contract Duration: :64 C.D.

BILL OF QUANTITIES

Part No. _____ Part Descriptions: **ABC - 1,823,527.74**

Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
PART B. OTHER GENERAL REQUIREMENTS					
B.5 (1)	Project Billboard / Signboard	each	2.00	In words: Pesos In figures: Php	In figures: Php
B.7 (1)	Occupational Safety and Health Program	l.s.	1.00	In words: Pesos In figures: Php	In figures: Php
B.9 (1)	Mobilization / Demobilization	l.s.	1.00	In words: Pesos In figures: Php	In figures: Php
PART L. FLOOD CONTROL AND DRAINAGE					
PART L-A. EARTHWORKS					
801 (1)	Removal of Structures and Obstruction	l.s.	1.00	In words: Pesos In figures: Php	In figures: Php
1700 (1)	Clearing and Grubbing	sq.m.	1,968.00	In words: Pesos In figures: Php	In figures: Php
1701 (1)	Unsuitable Excavation	cu.m.	336.00	In words: Pesos In figures: Php	In figures: Php
1702 (1) a	Structure Excavation (Common Soil)	cu.m.	90.42	In words: Pesos In figures: Php	In figures: Php
PART L-B. BANK AND SLOPE PROTECTION					
601 (1)	Sidewalk (100mm thick)	sq.m.	192.00	In words: Pesos In figures: Php	In figures: Php

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Contract ID: 25GP0069
Contract Name: **Repair/Maintenance of Old Panay River Revetment 1 (F040010PN)**

Location of the Contract: Barangay Bitoon Ilawod Cuartero, Capiz

Contract Duration: : 64 C.D.

BILL OF QUANTITIES

Part No. _____ Part Descriptions: **ABC - 1,823,527.74**

Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
1027 (1)	Cement Plaster Finish	sq.m.	883.20	In words: Pesos In figures: Php	In figures: Php
1712 (1)	Concrete, Slope Protection	cu.m.	78.76	In words: Pesos In figures: Php	In figures: Php
				Total	In words: Pesos In figures: Php

Submitted by:

Name and Signature of Bidder's Representative
Date:

_____
Position
Name of Bidder

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

☐ Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **as per GPPB Resolution No. 15 series of 2021;**

Technical Documents

☐ 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**

☐ Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules with **Certificate of Acceptance**; **and**

☐ 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**

☐ Original copy of Bid Security in the prescribed form, amount and validity period;**or**
Original copy of Notarized Bid Securing Declaration; **and**
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, Project Inspector, Materials Engineers, Safety Officer 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;

☐ d. List of Contractor's Minimum Material Testing Equipment as per D.O. 11, series of 2017 **and**

☐ 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

☐ 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**

☐ The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

☐ 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.

NOTE:

- ✓ For manual submission of bids, the Technical Documents is preferably book bounded.
- ✓ The contents of Technical Documents are preferably numbered/paginated consecutively in the right-hand top margin and signed below page number by duly authorized representative for both manual and electronic submission of bids.
- ✓ Any missing, incomplete or patently insufficient document in the above-mentioned checklist is a ground for outright rejection (non-complying) of the bid.

II. FINANCIAL COMPONENT ENVELOPE

☐ Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

☐ Original of duly signed Bid Prices in the Bill of Quantities; **and**

☐ 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**

☐ Cash Flow by Quarter.

NOTE:

- ✓ For manual submission of bids, the Financial Documents is preferably book bounded.
- ✓ The contents of Financial Documents are preferably numbered/paginated consecutively in the right-hand top margin and signed below page number by duly authorized representative for both manual and electronic submission of bids.
- ✓ Any missing, incomplete or patently insufficient document in the above-mentioned checklist is a ground for outright rejection (non-complying) of the bid.

Section X. Bid Form

BID FORM

Date:

To: *Name of Procuring Entity*
Address

We, the undersigned, declare that:

a. we have examined and have no reservation on the Bidding Documents (BDs), including Supplemental/Bid Bulletins, for the above stated Contract;

b. we offer to execute the Works for this Contract in accordance with the said BDs, including the Bid Data Sheet, General and Special Conditions of Contract, Specifications and Drawings therein;

c. we present our Bid to execute the Works, consisting of our Technical Proposal (Annex "A") and our Financial Proposal (Annex "B");

d. our Technical Proposal includes the following required documents:

(1) Bid Security in the required form, amount and validity period, using Form DPWH-INFR- 09, 10, or 11, as applicable
(2) Organizational Chart for the Contract, using Form DPWH-INFR-13
(3) Contractor's Certification on Key Personnel for the Contract, with the Key Personnel's Affidavits of Commitment to Work on the Contract, using Form DPWH-INFR-14
(4) List of Contractor's Major Equipment Pledged for the Contract, using Form DPWH-INFR-15
(5) Omnibus Sworn Statement required under RA 9184-IRR Sec. 25.2b)iv), using the attached form`;

e. our Financial Proposal includes the following required documents:

(1) Its Bid Form
(2) Bid prices in the Bill of Quantities Form, using Forms DPWH-INFR-16 and 17
(3) Detailed estimates
(4) Cash flow by quarter, using Form DPWH-INFR-18;

f. the total price of our Bid for this Contract based on the unit prices in the said Bill of Quantities, excluding any discounts offered in item (g) below, is: *total Bid price in words and in figures*;

g. the discounts we offer and the methodology for their application for this Contract are: _____;

h. our Bid shall be valid for a period of _____ days after the date fixed for the opening of bids in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period;

i. if our Bid is accepted and we receive from you a Notice of Award, we commit, within ten (10) calendar days after our receipt of the said Notice, (1) to submit to you the required Performance Security and other documents prescribed in the Bidding Documents, and (2) to sign the Contract Agreement;

j. we understand that, if the contract is awarded to us, this Bid, together with your written acceptance thereof through your Notice of Award, shall constitute a binding contract between us, until a formal Contract Agreement is prepared and executed;

k. we understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive; and

l. we acknowledge that failure to sign each page of this Form of Bid and the accomplished Bill of Quantities shall be a ground for the rejection of our Bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date:

Section XI. Omnibus Sworn Statement

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

   [If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

   [If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

   [If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

   [If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the other:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, **PROCUREMENT AGENT IF ENGAGED,** members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, **PROCUREMENT AGENT IF ENGAGED,** members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, **PROCUREMENT AGENT IF ENGAGED,** members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;
   b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
   c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
   d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

GPPB Resolution No. 16-2020, dated 16 September 2020

Section XII. Bid Securing Declaration

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a. Upon expiration of the bid validity period of 120 calendar days, or any extension thereof pursuant to your request;
   b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
   c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

GPPB Resolution No. 16-2020, dated 16 September 2020

Republic of the Philippines

gppb

Government Procurement Policy Board