

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**Sixth Edition
July 2020**



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
REGIONAL OFFICE X
Engineer's Hill, Bulua, Cagayan de Oro City, Misamis Oriental



BIDDING DOCUMENTS

FOR

PROCUREMENT ID/CONTRACT ID : **25K00431**

CONTRACT NAME : **Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II**

CONTRACT LOCATION : **Kolambugan, Lanao del Norte**

Date of Opening of Bids : **June 23, 2025**

Start Date for Issuance of Bidding Documents: **June 4, 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.

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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

(Advertised and Posted in the DPWH Website and PHILGEPS)

Section II. Instructions to Bidders

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 *{[insert if applicable]}* 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 *[indicate date]*. 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

Bid Data Sheet

ITB Clause																									
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>(1) The following are the “Major Categories of Works” involved in the contract to be bid: <u>BICWOPLC - Buildings: Construction - without Piles - Low Rise - Concrete (Frame) (1 to 5 Storeys)</u></p> <p>(2) 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:</p> <ul style="list-style-type: none">a. <u>BICWPHCCP - Buildings: Construction - with Piles - High Rise - Concrete (Frame) - Cast-in-Place Piles</u>b. <u>BICWPLCCP - Buildings: Construction - with Piles - Low Rise - Concrete (Frame) - Cast-in-Place Piles</u>c. <u>BICWPHCDP - Buildings: Construction - with Piles - High Rise - Concrete (Frame) - Driven Piles</u>d. <u>BICWPLCDP - Buildings: Construction - with Piles - Low Rise - Concrete (Frame) - Driven Piles</u>e. <u>BICWOPHC - Buildings: Construction - without Piles - High Rise - Concrete (Frame)</u>f. <u>BIL - Buildings: Industrial Plant - Low Rise</u>g. <u>BIH - Buildings: Industrial Plant - High Rise</u>h. <u>BIM - Buildings: Industrial Plant - Medium Rise</u> <p>(3) The following “Qualifiers” shall be applied to this contract: <u>NONE</u></p>																								
7.1	Subcontracting is not allowed.																								
10.3	No additional Licenses are required.																								
10.4	<p>The minimum work experience requirements for the key personnel are the following:</p> <table><tr><th>Key Personnel</th><th>No. of Personnel</th><th>Min. Years of Similar Experience (Same Position)</th><th>Minimum Years of Similar and Related Experience</th></tr><tr><td>Project Manager</td><td>1</td><td>3</td><td>5</td></tr><tr><td>Project Engineer</td><td>1</td><td>3</td><td>5</td></tr><tr><td>Accredited Materials & Quality Control Engineer I</td><td>1</td><td></td><td></td></tr><tr><td>Foreman</td><td>1</td><td>2</td><td>5</td></tr><tr><td>Others (Specify)</td><td></td><td></td><td></td></tr></table>	Key Personnel	No. of Personnel	Min. Years of Similar Experience (Same Position)	Minimum Years of Similar and Related Experience	Project Manager	1	3	5	Project Engineer	1	3	5	Accredited Materials & Quality Control Engineer I	1			Foreman	1	2	5	Others (Specify)			
Key Personnel	No. of Personnel	Min. Years of Similar Experience (Same Position)	Minimum Years of Similar and Related Experience																						
Project Manager	1	3	5																						
Project Engineer	1	3	5																						
Accredited Materials & Quality Control Engineer I	1																								
Foreman	1	2	5																						
Others (Specify)																									

	<p>Accredited Safety Officer (Required Upon issuance of Notice of Award) subject to D.O 35 Series of 2021: Amending D.O. No. 129, Series of 2014 on the Submission of Construction Safety and Health Program (CSHP), Approved by DPWH.</p> <p>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 35 Series of 2021: Amending D.O. No. 129, Series of 2014 on the Submission of Construction Safety and Health Program (CSHP), Approved by DPWH and Duly Concurred to by Department of Labor and Employment (DOLE). The key personnel should meet the following number of years' work experience.</p> <ol style="list-style-type: none">1. The experience means total years of civil works experience (of any nature in construction and engineering consultancy services)2. Include the Tax Identification Number (TIN) of the Key Personnel.3. Compliance to D.O. 98 series of 2016: Revised Guidelines on the Accreditation of Contractors'/Consultants' Materials Engineer and to include the contact number of the Materials Engineer <p>If a proposed Key Technical Personnel is an employee of the bidder and working on another project at the time of the bidding, the bidder shall submit a Certification that (1) the personnel will be pulled out from the ongoing project once the bidder is awarded the contract; and (2) He/She will be replaced with another person with equal or better qualifications, as certified by the Head of the Implementing Office, pursuant to Department Order No.9, series 2012. The proposed Key Personnel and replacement must be named in the bidding document.</p> <p><u>Please refer to 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.</u></p>																					
10.5	<p>1) The minimum major equipment requirements are the following:</p> <table><tr><th>Description</th><th>Capacity/Unit</th><th>Required Units</th></tr><tr><td>Dump Truck</td><td>12 cu.yd.</td><td>1</td></tr><tr><td>Backhoe</td><td>0.80 cu.m./ 1.04 cu.yd.</td><td>1</td></tr><tr><td>Pumpcrete</td><td>100 cu.ft./min.</td><td>1</td></tr><tr><td>Truck Mounted Crane</td><td>21-25 mt</td><td>1</td></tr><tr><td colspan="3">Minor Equipment</td></tr><tr><td>Concrete Vibrator</td><td>Flexible Shaft Type 2" Head Ø with 5 Amperes Gasoline Drive Unit</td><td>1</td></tr></table>	Description	Capacity/Unit	Required Units	Dump Truck	12 cu.yd.	1	Backhoe	0.80 cu.m./ 1.04 cu.yd.	1	Pumpcrete	100 cu.ft./min.	1	Truck Mounted Crane	21-25 mt	1	Minor Equipment			Concrete Vibrator	Flexible Shaft Type 2" Head Ø with 5 Amperes Gasoline Drive Unit	1
Description	Capacity/Unit	Required Units																				
Dump Truck	12 cu.yd.	1																				
Backhoe	0.80 cu.m./ 1.04 cu.yd.	1																				
Pumpcrete	100 cu.ft./min.	1																				
Truck Mounted Crane	21-25 mt	1																				
Minor Equipment																						
Concrete Vibrator	Flexible Shaft Type 2" Head Ø with 5 Amperes Gasoline Drive Unit	1																				

	Plate Compactor	400-500 Gasoline Engine	1
	Bar Cutter	25 mm Maximum Rebar Ø (Grade 40), Single Phase	1
	Bar Bender	25 mm Maximum Rebar Ø Three Phase	1
	Welding Machine	500 A/ 70 Hp	2
	Scaffolding	set	1
	One Bagger Mixer	4-6 cu. ft./min.	1
	Cutting Outfit	unit	1
	Set of Materials Laboratory Apparatus (Based on D.O. 11 s. 2017)	Complete list of Material Testing Equipment	1
	2) Laboratory Equipment Required No. of Units Minimum Capacity/Unit		
<u>Please refer to D.O. 58, Series of 2012 and 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.</u>			
Minimum Materials Testing Equipment for Small Contractor			
Equipment	Tests	Material/Products	
Sieve, Std., 200 mm diameter, opening 75 mm(3")	Grading Test, PL-LL Tests Soundness Test, Abrasion Test, Field Density Test, Specific Gravity	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Soil Aggregates, Aggregate Surface Course	
-ditto- 63mm(2 ½")			
-ditto- 50mm(2")			
-ditto- 37.5mm(1 ½")			
-ditto- 25.0mm(1")			
-ditto- 19.0mm(¾")			
-ditto- 12.5mm(½")			
-ditto- 9.5mm(3/8")			
-ditto- 4.75mm(No.4)			
-ditto- 2.36mm(No.8)			
-ditto- 2.00mm(No.10)			
-ditto- 1.18mm(No.16)			
-ditto- 0.600mm(No.30)			
-ditto- 0.425mm(No.40)			
-ditto- 0.300mm(No.50)			
-ditto- 0.150mm(No.100)			
-ditto- 0.075mm(No.200)			
Pan, Brass, 200mm dia. x 50mm deep	PL-LL Tests	Excavated Materials, Embankment, Fine/Coarse/Crushed	
Cover, Brass, Sieve			
Brush, Fine, Sieve			
Brush, Wire, Sieve			
Mortar & Pestle			
Atterberg Limit Test Set 1-Liquid Limit Device			

	1-Mixing Dish 1-Spatula, flexible 1-Graduated Cylinder, glass, 100ml 24-Moisture Content can, 60ml, tin		Aggregate, Soil Aggregates, Aggregate Surface Course	
	Glass Plate, Plastic Limit			
	Hammer, Modified Compaction	Laboratory Compaction	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Stabilized Road Mix Base Course, Treated Plant Mix Base Course	
	Mold, Compaction, 152.4mm dia. x 116.4mm height			
	Moisture Content Can, 225mL, tin	Laboratory Compaction	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Stabilized Road Mix	
		FDT	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Compacted Subbase Course, Compacted Base Course, Aggregate Surface Course	
	Field Density Test Set 1-Sand Density Cone 1-Jug, Glass or Plastic, 4-L capacity 1-Density Plate 1-Straight Edge 1-Spoon 1-25mm Chisel, Steel 1-4-L Field Can 1-Mallet, rubber 1-Scoop, sand	Field Density Test	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Compacted Base Course, Compacted Subbase Course, Aggregate Surface Course	
	Auger, Post Hole, with two-m extension	Soil Sampling	Disturbed Soil Sampling	
	Cylinder, Glass, Double Graduated, 500mL cap.	PL-LL Test, Compaction	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Compacted Base Course, Compacted Subbase Course, Aggregate Surface Course	
	Bowl, Mixing, 250mm dia.x90mm high			
	Pan, Square, G.I. 600mmx600mmx75mm	Aggregate and soil test sampling, Field Density Test (FDT)		
	Spade or Shovel			
	Pickaxe			
	Crowbar			
	Balance, Triple Beam, 311g cap. (0.01g sensitivity)	PL-LL Test	Excavated Materials, Embankment, Portland Cement, Soil Aggregates	
		Specific Gravity Test	Excavated Materials, Embankment, Fine Aggregates	
	Balance, Triple Beam, 2610g cap. (0.1g sensitivity)	Soundness Test, FDT, Moisture Content	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Soil	

			Aggregates, Aggregate Surface Course	
		Specific Gravity Test	Excavated Materials, Embankment, Course Aggregate	
	Balance, Heavy Duty Solution, 20kg cap. (1g sensitivity)	Compaction, Specific Gravity, Field Density Test	Soil Analysis	
	Mold, Steel, Cylinder, 150mmx300mm	Compression Test	Fresh Concrete Mix	
	Mold, Steel Beam, 150mmx150mmx500mm	Flexural Test	Fresh Concrete Mix	
	Slump Test Set Slump Cone, Complete with base and tamping rod Trowel, Triangular or Rectangular blade, 90mmx180mm Scale	Concrete Slump Test	Fresh Concrete Mix	
	Thermometer, Metal, dial type, 0-250°C	Temperature Monitor of Concrete & Asphalt	Concrete & Asphalt Mixes	
	Concrete Measure 0.014 cu.m. cap. (1/2 cu.ft.)	Unit Weight	Concrete Aggregate	
	Straight Edge, Steel 300mm long	Laboratory Compaction	Soil Aggregate	
	Concrete Mixer, Portable	Mixing of Fresh Concrete	Mix Products	
Minimum Materials Testing Equipment for Medium Contractor				
	Equipment	Tests	Material/Products	
	Sieve, Std., 200 mm diameter, opening 75 mm (3")	Grading Test, PL-LL Tests Soundness Test, Abrasion Test, Field Density Test, Specific Gravity	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Soil Aggregates, Aggregate Surface Course	
	-ditto- 63mm(2 1/2")			
	-ditto- 50mm(2")			
	-ditto- 37.5mm(1 1/2")			
	-ditto- 25.0mm(1")			
	-ditto- 19.0mm(3/4")			
	-ditto- 12.5mm(1/2")			
	-ditto- 9.5mm(3/8")			
	-ditto- 4.75mm(No.4)			
	-ditto- 2.36mm(No.8)			
	-ditto- 2.00mm(No.10)			
	-ditto- 1.18mm(No.16)			
	-ditto- 0.600mm(No.30)			
	-ditto- 0.425mm(No.40)			
	-ditto- 0.300mm(No.50)			
	-ditto- 0.150mm(No.100)			
	-ditto- 0.075mm(No.200)			
	Pan, Brass, 200mm dia. x 50mm deep			
	Cover, Brass, Sieve			
	Brush, Fine, Sieve			
	Brush, Wire, Sieve			

	Balance, Heavy Duty Solution, 20kg cap. (1g sensitivity)	Compaction Specific Gravity, Field Density Test (FDT)	Soil Analysis	
	Mortar, Soil, Porcelain, 125mm dia.	PL-LL Tests	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Soil Aggregates, Aggregate Surface Course	
	Pestle, Soil, Rubber Tip			
	Atterberg Limit Test Set 1-Liquid Limit Device 1-Mixing Dish 1-Spatula, flexible 1-Graduated Cylinder, glass, 100ml 24-Moisture Content can, 60ml, tin			
	Glass Plate, Plastic Limit			
	Balance, Triple Beam, 311g cap. (0.01g sensitivity)	PL-LL Test	Excavated Materials, Embankment, Portland Cement, Soil Aggregates	
		Specific Gravity Test	Excavated Materials, Embankment, Fine Aggregates	
	Balance, Triple Beam, 2610g cap. (0.1g sensitivity)	Soundness Test, FDT, Moisture Content	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Soil Aggregates, Aggregate Surface Course	
		Specific Gravity Test	Excavated Materials, Embankment, Course Aggregate	
	Hammer, Modified Compaction	Laboratory Compaction	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Stabilized Road Mix Base Course, Treated Plant Mix Base Course	
	Mold, Compaction, 152.4mm dia. x 116.4mm height			
	Moisture Content Can, 225mL, tin	Laboratory Compaction	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Stabilized Road Mix	
		FDT	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Compacted Subbase Course, Compacted Base Course, Aggregate Surface Course	
	Concrete Measure 0.014 cu.m. cap. (1/2 cu.ft.)	Unit Weight	Concrete Aggregate	
	Straight Edge, Steel 300mm long	Laboratory Compaction	Soil Aggregate	
	Field Density Test Set	Field Density	Excavated Materials,	

	1-Sand Density Cone 1-Jug, Glass or Plastic, 4-L capacity 1-Density Plate 1-Straight Edge 1-Spoon 1-25mm Chisel, Steel 1-4-L Field Can 1-Mallet, rubber 1-Scoop, sand	Test	Embankment, Fine/Coarse/Crushed Aggregate, Compacted Base Course, Compacted Subbase Course, Aggregate Surface Course
	Auger, Post Hole, with two-m extension	Soil Sampling	Disturbed Soil Sampling
	Cylinder, Glass, Double Graduated, 500mL cap.	PL-LL Test, Compaction	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Compacted Base Course, Compacted Subbase Course, Aggregate Surface Course
	Bowl, Mixing, 250mm dia.x90mm high		
	Pan, Square, G.I. 600mmx600mmx75mm	Aggregate and soil test sampling, Field Density Test (FDT)	
	Spade or Shovel		
	Pickaxe		
	Crowbar		
	Concrete Mixer, Portable	Mixing of Fresh Concrete	Mix Products
	Slump Test Set 1-Slump Cone, Complete with base and tamping rod 1-Trowel, Triangular or Rectangular blade, 90mmx180mm 1-Scale	Concrete Slump Test	Fresh Concrete Mix
	Mold, Steel, Cylinder, 150mmx300mm	Compression Test	Fresh Concrete Mix
	Mold, Steel Beam, 150mmx150mmx500mm	Flexural Test	Fresh Concrete Mix
	Vertical Capping Set 1-Vertical Cylinder Capper with capping plate, 150mm diameter 1-Capping compound warmer pot, 4-L cap. 1-Capping ladle 1-Carton capping compound	Capping of concrete cylinder sample	Hardened Concrete
	Thermometer, Metal, dial type, 0-250°C	Temperature Monitor of Concrete & Asphalt	Concrete & Asphalt Mixes
	Minimum Materials Testing Equipment for Large Contractors		
	Equipment	Tests	Material/Products
	Sieve, Std., 200 mm diameter, opening 75 mm (3") -ditto- 63mm(2 ½") -ditto- 50mm(2") -ditto- 37.5mm(1 ½") -ditto- 25.0mm(1") -ditto- 19.0mm(¾") -ditto- 12.5mm(½") -ditto- 9.5mm(3/8") -ditto- 4.75mm(No.4)	Grading Test, PL-LL Tests Soundness Test, Abrasion Test, Field Density Test, Specific Gravity	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Soil Aggregates, Aggregate Surface Course

	-ditto- 2.36mm(No.8) -ditto- 2.00mm(No.10) -ditto- 1.18mm(No.16) -ditto- 0.600mm(No.30) -ditto- 0.425mm(No.40) -ditto- 0.300mm(No.50) -ditto- 0.150mm(No.100) -ditto- 0.075mm(No.200)			
	Pan, Brass, 200mm dia. x 50mm deep			
	Cover, Brass, Sieve			
	Brush, Fine, Sieve			
	Brush, Wire, Sieve			
	Balance, Heavy Duty Solution, 20kg cap. (1g sensitivity)	Compaction Specific Gravity, Field Density Test (FDT)	Soil Analysis	
	Mortar, Soil, Porcelain, 125mm dia.	PL-LL Tests	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Soil Aggregates, Aggregate Surface Course	
	Pestle, Soil, Rubber Tip			
	Atterberg Limit Test Set 1-Liquid Limit Device 1-Mixing Dish 1-Spatula, flexible 1-Graduated Cylinder, glass, 100ml 24-Moisture Content can, 60ml, tin			
	Glass Plate, Plastic Limit			
	Balance, Triple Beam, 311g cap. (0.01g sensitivity)	PL-LL Test	Excavated Materials, Embankment, Portland Cement, Soil Aggregates	
		Specific Gravity Test	Excavated Materials, Embankment, Fine Aggregates	
	Balance, Triple Beam, 2610g cap. (0.1g sensitivity)	Soundness Test, FDT, Moisture Content	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Soil Aggregates, Aggregate Surface Course	
		Specific Gravity Test	Excavated Materials, Embankment, Course Aggregate	
	Hammer, Modified Compaction	Laboratory Compaction	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Stabilized Road Mix Base Course, Treated Plant Mix Base Course	
	Mold, Compaction, 101.6mm dia. x 116.4mm height			
	Moisture Content Can, 225mL, tin	Laboratory Compaction	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Stabilized Road Mix	
		FDT	Excavated Materials,	

			Embankment, Fine/Coarse/Crushed Aggregate, Compacted Subbase Course, Compacted Base Course, Aggregate Surface Course	
	Concrete Measure 0.014 cu.m. cap. (1/2 cu.ft.)	Unit Weight	Concrete Aggregate	
	Straight Edge, Steel 300mm long	Laboratory Compaction	Soil Aggregate	
	Field Density Test Set 1-Sand Density Cone 1-Jug, Glass or Plastic, 4-L capacity 1-Density Plate 1-Straight Edge 1-Spoon 1-25mm Chisel, Steel 1-4-L Field Can 1-Mallet, rubber 1-Scoop, sand	Field Density Test	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Compacted Base Course, Compacted Subbase Course, Aggregate Surface Course	
	Auger, Post Hole, with two-m extension	Soil Sampling	Disturbed Soil Sampling	
	Cylinder, Glass, Double Graduated, 500mL cap.	PL-LL Test, Compaction	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Compacted Base Course, Compacted Subbase Course, Aggregate Surface Course	
	Bowl, Mixing, 250mm dia.x90mm high			
	Pan, Square, G.I. 600mmx600mmx75mm	Aggregate and soil test sampling, Field Density Test (FDT)		
	Spade or Shovel			
	Pickaxe			
	Crowbar			
	Concrete Mixer, Portable	Mixing of Fresh Concrete	Mix Products	
	Slump Test Set 1-Slump Cone, Complete with base and tamping rod 1-Trowel, Triangular or Rectangular blade, 90mmx180mm 1-Scale	Concrete Slump Test	Fresh Concrete Mix	
	Mold, Steel, Cylinder, 150mmx300mm	Compression Test	Fresh Concrete Mix	
	Mold, Steel Beam, 150mmx150mmx500mm	Flexural Test	Fresh Concrete Mix	
	Vertical Capping Set 1-Vertical Cylinder Capper with capping plate, 150mm diameter 1-Capping compound warmer pot, 4-L cap. 1-Capping ladle 1-Carton capping compound	Capping of concrete cylinder sample	Hardened Concrete	
	Thermometer, Metal, dial type, 0-250°C	Temperature Monitor of Concrete & Asphalt	Concrete & Asphalt Mixes	
	Volumetric flask 500 mL cap. With	Specific	Sand	

	stopper	Gravity of Sand		
	Sand Absorption Cone and Tamper			
	Specific Gravity Test Set or Coarse Aggregate 1-Semi-automatic precision balance 5kg cap., 0.1g sensitivity 1-Wire basket	Bulk Specific Gravity	Aggregate of Bituminous Mix, Asphalt Core, Fine/Coarse Aggregates	
	Los Angeles Abrasion Machine complete with abrasive steel and #12 sieve	Abrasion Test of Aggregate	Coarse/Crushed Aggregates, Soil Aggregates, Aggregate Surface Course	
	Oven, Field, with temperature control	Field Density Test (FDT)	Excavated Materials, Embankment, Fine/Coarse/Crushed Aggregate, Compacted Base Course, Compacted Subbase Course, Aggregate Surface Course	
	Compression Machine, portable	Compression Test	Fresh Concrete Mix	
	Concrete Beam Tester, Flexural	Flexural Test	Fresh Concrete Mix	
	Concrete Core Drilling Machine complete with accessories	In-situ Test for Concrete/Asphalt Pavement	Concrete/Asphalt Pavement	
	Extractor, Centrifuge or Reflux, 1500g cap.	Extraction	Bituminous Mix	
	Carbon Tetrachloride	Asphalt Content/Grading of Aggregates	Asphalt/Aggregate Materials in Bituminous Mix	
	Marshall Stability Apparatus complete with accessories	Marshall Stability Test/Job mix of Asphalt	Asphalt Mix	
12	No further instructions.			
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>			
18	<p>The Bidder shall submit 1 original copies of the first (Technical) and second (Financial) components of its bid.</p> <p>Note: The Bidders are encouraged to submit bid proposals with computerized or typewritten bid amount and/or discounts.</p> <p>Bid submission maybe done manually or electronically/online. However, bidders should only select one mode of submission, either manual or electronic.</p>			

	<p>The address for receipt of Bids submitted manually is 2nd Floor Conference Room, Old Administrative and Office of the Regional Director Building, DPWH Regional Office X, Engineer's Hill, Bulua, Cagayan de Oro City.</p> <p>The deadline for receipt of Bids is on <i>June 23, 2025 until 10:00 am.</i></p> <p>For bids to be submitted electronically/online, the following procedures should be observed under D.O. 87 series 2020:</p> <ol style="list-style-type: none"> 1. Submission of electronic Official Receipt of purchase of the Bidding Documents <p>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 <i>electronicbids_r10@dpwh.gov.ph</i>. 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 “<PCAB ID>_<CONTRACT ID>_OfficialReceipt.pdf”. For example, the filename of the attached PDF containing the Official Receipt of the Contractor with PCAB ID No. 12345, who intends to participate in the bidding of Contract ID No. 25K00431 shall be “12345_25K00431_OfficialReceipt.pdf”. Further, the e-mail subject would be “Official Receipt for 25K00431”.</p> <p>In case a prospective bidder originally intends to join the bidding as a 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.</p> 2. Confirmation of the electronically submitted Official Receipt <ol style="list-style-type: none"> 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. <p>Only the electronic bids of bidders who have successfully submitted an electronic Official Receipt shall be accepted.</p> 2.2 An e-mail shall also be received by a prospective bidder in instances where their sent e-mail related to Item 1: <ol style="list-style-type: none"> 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 prescribed format; d. Has more than one (1) attachment; or e. Was received after the deadline of bid submission. <p>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.</p>
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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 series 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 the format **<PCAB ID>_<CONTRACT_ID>_TECHNICAL** and **<PCAB ID>_<CONTRACT_ID>_FINANCIAL** (e.g. 12345_25K00431_TECHNICAL, 12345_25K00431_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 (e.g. 12345_25K00431_TECHNICAL.zip, 12345_25K00431_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_25K00431_PCABLicense.pdf, 12345_25K00431_OmnibusSwornStatement.pdf).
- d. The compressed archive file folders of the Technical and Financial components shall be compiled in a **PASSWORD PROTECTED COMPRESSED ARCHIVE MAIN FILE FOLDER with filename in the format <PCAB>_<CONTRACT ID>_Bid** (e.g. 12345_25K00431_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 25K00431").

	<p>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 1/2 for 25K00431” and “Bid Submission 2/2 for 25K00431”).</p> <p>f. The prospective bidder shall submit its electronic bid to <i>electronicbids_r10@dpwh.gov.ph</i>. 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.</p> <p>4. Modification of an electronic bid</p> <p>If a 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. 25K00431 should be “Bid Modification 1 for 25K00431”.</p> <p>5. Non-participation in the Bidding</p> <p>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 <i>electronicbids_r10@dpwh.gov.ph</i>. before the deadline for bid submission.</p> <p>6. Withdrawal of Electronic Bid</p> <p>Bids may only be 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 filename “<PCAB ID>_<CONTRACT ID>_BidWithdrawal.pdf” shall be attached. This e-mail should be sent to <i>electronicbids_r10@dpwh.gov.ph</i>. before the deadline for bid submission.</p> <p>7. Opening of the electronic bid</p> <p>Only during the actual opening of bids shall the 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.</p>
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	<p>If the bidder chooses to disclose the password through phone call, he should make sure that the contact numbers as recorded in the Civil Works Application are open when the BAC calls to ask for the password. The bidder may also choose to call the BAC number 09062525395 during the bid opening time and wait for the opening of his bid for him to disclose the password. For online call/video calls, the bidder may call the BAC Messenger/Skype account None.</p> <p>If the bidder chooses to attend the bid opening through online conference, the bidder should join the meeting using the following link [Insert link].</p> <p>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".</p> <p>All electronic bids (Password protected compressed archive main file folder/s) shall be opened first for the opening of the Technical Component compressed archive file folder/s. This shall be followed by the opening of the bids submitted manually for the opening of the Technical Component Envelopes. The same procedures apply for the Financial Component compressed archive file folder/s and financial component envelopes.</p> <p>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".</p> <p>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.</p> <p>8. File name convention in case of a Joint Venture Bidder</p> <p>For Joint Venture (JV), the format of PCAB ID to be used 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".</p>
19.2	Partial bid is not allowed.
20	No further instructions.
21	For the Implementation of the Social and Environmental Management System Operations Manual, D.O. 159 Series of 2022, the following provisions must comply to wit:

	<p>IV. Operational Framework</p> <p>j. To ensure compliance to the ECC conditions and commitment to EMP, the tender document for infrastructure projects subject to bidding shall contain a special provision for such environmental measures under “Environmental Clauses”. The Implementing Office through the Construction Division/Section shall orient the DPWH Contractors with regard to the ECC condition and the EMP to avoid any possible violations.</p>
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Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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

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

4. **The Contractor's Obligations**

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

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

5. **Performance Security**

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.

- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date is Two Hundred Forty (240) calendar days from the effective date of the contract.
4.1	The Procuring Entity shall give possession of the Site to the Contractor on the date of Notice to Proceed .
6	Not Applicable.
7.2	b) Semi-Permanent Structures: Five (5) years Buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures.
10	No dayworks are applicable to the contract.
11.1	Not Applicable.
11.2	Not Applicable.
13	The amount of the advance payment is not to exceed 15% of the total contract price and schedule of payment.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	No further instructions.
15.2	No further instructions.

Section VI. Specifications

(Refer to Blue Book Volume III)

Section VII. Drawings

(Refer to Blueprint Plans Attached in separate file)

Section VIII. Bill of Quantities

Department of Public Works and Highways (DPWH)

Contract ID : 25K00431

Contract Name : Structural Improvement of Public Buildings and Construction of Evacuation Centers,
Region X, Kolambugan, Lanao del Norte Phase II

Project Duration: 240 Cal. Days

ABC : Php 15,440,000.00

BILL OF QUANTITIES

Part No. _____

Part Description: _____

<i>(Columns (1), (2), (3) and (4) are to be filled up by the Procuring Entity)</i>				<i>(Columns (5) and (6) are to be filled up by the Bidder)</i>	
Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
CW1 - CIVIL WORKS					
BLUE BOOK VOLUME III					
PART A - FACILITIES FOR THE ENGINEER					
A.1.1 (16)	Operation & Maintenance of Field Office for the Engineer	mos.	8.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
PART B - OTHER GENERAL REQUIREMENTS					
B.5 (1)	Project Billboard / Signboard	ea.	2.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
B.7 (1)	Occupational Safety and Health Program	l.s.	1.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php

B.9 (1)	Mobilization/Demobilization	l.s.	1.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
PART D - REINFORCED CONCRETE					
902 (1)a1	Reinforcing Steel (Deformed), Grade 40	kg.	4,770.108	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
902 (1)a2	Reinforcing Steel (Deformed), Grade 60	kg.	8,471.458	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
903 (2)	Formworks and Falseworks	sq.m.	225.163	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
PART E - FINISHING AND OTHER CIVIL WORKS					
1001 (5)b	Catch Basin, CHB	ea.	5.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1002 (4)	Plumbing Fixtures	l.s.	1.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php

1003 (1)a1	Ceiling, 4.5 mm, Metal Frame, Fiber Cement Board	sq.m.	744.767	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1003 (1)e	Ceiling, Metal Frame, Prepainted Metal Panel	sq.m.	293.000		
				In figures: Php	In figures: Php
1003 (7)	Flooring, Wood	sq.m.	32.400		
				In figures: Php	In figures: Php
1003 (11)a1	Fascia Board, 19 mm, Fiber Cement Board	m.	29.470		
				In figures: Php	In figures: Php
1005 (7)	Louver Window	sq.m.	58.025		
				In figures: Php	In figures: Php
1008 (1)a	Aluminum Glass Windows, Sliding Type	sq.m.	8.160		
				In figures: Php	In figures: Php

1008 (1)c	Aluminum Glass Windows, Awning Type	sq.m.	3.420	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1008 (1)d	Aluminum Glass Windows, Fixed Type	sq.m.	8.940		
				In figures: Php	In figures: Php
1010 (2)a	Doors, Flush	sq.m.	23.038		
				In figures: Php	In figures: Php
1010 (2)b	Doors, Wood Panel	sq.m.	7.560		
				In figures: Php	In figures: Php
1011 (1)a	Roll-Up Door, Steel	Set	2.000		
				In figures: Php	In figures: Php
1013 (2)b	Fabricated Metal Roofing Accessory, Gauge 26 (0.551 mm), Flashing	l.m.	23.900		
				In figures: Php	In figures: Php

1013 (2)c	Fabricated Metal Roofing Accessory, Gauge 24 (0.701 mm), Gutters	l.m.	0.800	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1013 (4)	Roof Ventilators	ea.	32.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1018 (2)	Unglazed Tiles	sq.m.	195.522	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1018 (5)	Glazed Tiles	sq.m.	430.904	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1021 (1)b	Cement Floor Finish, Colored	sq.m.	407.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1021 (1)c	Cement Floor Finish, with Floor Hardener	sq.m.	663.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php

1027 (1)	Cement Plaster Finish	sq.m.	1,220.393	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1032 (1)a	Painting Works, Masonry/Concrete	sq.m.	58.025		
				In figures: Php	In figures: Php
1032 (1)c	Painting Works, Steel	sq.m.	58.025		
				In figures: Php	In figures: Php
1038 (1)	Reflective Insulation	sq.m.	58.025		
				In figures: Php	In figures: Php
1042 (1)	Stainless Steel Door and Frames	l.s.	1.000		
				In figures: Php	In figures: Php
1043 (1)	PVC Doors and Frames	sq.m.	56.000		
				In figures: Php	In figures: Php

1046 (2)a2	CHB Non-Load Bearing (including Reinforcing Steel), 150 mm	sq.m.	540.205	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1047 (4)b	Metal Structure Accessories, Turnbuckle	ea.	4.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1047 (5)a	Metal Structure Accessories, Bolts and Rods	kg.	1.155	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1051 (5)	Metal Railing	m.	22.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
PART F - ELECTRICAL					
1101 (33)	Wires and Wiring Devices	l.s.	1.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1102 (1)	Panelboard with Main & Branch Breakers	l.s.	1.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php

1102 (10)	Pole Mounted Distribution Transformer (OISC) with Complete Accessories, Pole Type	l.s.	1.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1102 (16)a1	Generator, single or three phase, Stand-by	l.s.	1.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1103 (1)	Lighting Fixtures	l.s.	1.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
PART G - MECHANICAL					
1200 (14)	Ventilating System	l.s.	1.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1201 (1)	Water Pumping System	l.s.	1.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
1202 (6)a2	Fire Extinguisher, 9.07 kg, ABC with bracket	Set	2.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php

1208 (1)	Fire Alarm System	l.s.	1.000	In words: Pesos	In words: Pesos
				In figures: Php	In figures: Php
TOTAL					
A.1.1 (16)=Operation and Maintenance of Field Office for the Engineer=8.000 mos.					
Labor					
Unskilled Labor - 1					
Equipment - None					
Materials					
Consumables for the Field Office and Miscellaneous Office Supplies					

Submitted by:

Name and Signature of Bidder's Representative

Date: _____

Position

Name of Bid

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

Section IX. Checklist of Technical and Financial Documents

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

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; (Form DPWH-INFR-10 or 11, as applicable) **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; (Form DPWH-INFR-13)
 - ☐ 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; (Form DPWH-INFR-14)

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- ☐ c. List of contractor's major equipment units and Laboratory 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; (Form DPWH-INFR-15) **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; (Forms DPWH-INFR 17) **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. (Form DPWH-INFR-19)

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

Section X. Bidding Forms

<i>GPPB Resolution No. 16-2020, dated 16 September 2020</i>	Bid Form
<i>GPPB Resolution No. 16-2020, dated 16 September 2020</i>	Omnibus Sworn Statement
<i>GPPB Resolution No. 16-2020, dated 16 September 2020</i>	Bid Securing Declaration
<i>GPPB Resolution No. 16-2020, dated 16 September 2020</i>	Performance Securing Declaration
DPWH-INFR-10	Form Of Bid Security: Bank Guarantee
DPWH-INFR-11	Form Of Bid Security: Irrevocable Letter Of Credit
DPWH-INFR-13	Contractor's Organizational Chart For The Contract
DPWH-INFR-14	List Of Contractor's Key Personnel To Be Assigned To The Contract, With Their Qualification Data
DPWH-INFR-15	List Of Contractor's Major Construction And Laboratory Equipment Units To Be Assigned To The Contract, Supported By Certifications Of Availability
DPWH-INFR-19	Cash Flow By Quarter
DPWH-INFR-43	Performance Security: Irrevocable Letter Of Credit
DPWH-INFR-44	Performance Security: Bank Guarantee
DPWH-INFR-45	Construction Methods Outline Of Narrative Description
DPWH-INFR-46	Construction Schedule
DPWH-INFR-47	Manpower Schedule
DPWH-INFR-48	Major Equipment Utilization Schedule
DPWH-INFR-49	Contractor's Construction Safety And Health Program

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

BID FORM

Date : _____
Project Identification No. : _____

To: *[name and address of Procuring Entity]*

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any

Department of Public Works and Highways

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Location of the Contract: Kolambugan, Lanao del Norte

other Bid that you may receive.

- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

GPPB Resolution No. 09-2020

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

Department of Public Works and Highways

Contract ID: 25K00431

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Location of the Contract: Kolambugan, Lanao del Norte

copy of the original, complete, and all statements and information provided therein are true and correct;

GPPB Resolution No. 09-2020

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 rest:]*

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

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

[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, 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

Department of Public Works and Highways

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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.

GPPB Resolution No. 09-2020

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]

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

GPPB Resolution No. 09-2020

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, 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]*.

Department of Public Works and Highways

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Location of the Contract: Kolambugan, Lanao del Norte

[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. 09-2020

FORM OF BID SECURITY: BANK GUARANTEE

WHEREAS, Name of Bidder, hereinafter called "the Bidder," has submitted its bid dated _____ for the Contract ID and Name, hereinafter called "the Bid."

KNOW ALL MEN by these presents that We, Name of Bank of Name of Country, having our registered office at _____, hereinafter called "the Bank," are bound unto Name of Procuring Entity, hereinafter called "the Entity," in the sum of amount in words and figures for which payment well and truly to be made to the said Entity the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are that:

- 1) if the Bidder withdraws the Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Bidder does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder having been notified of the acceptance of the Bid and award of contract to it by the Entity during the period of bid validity:
 - a) fails or refuses to submit the requirements for and to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the three (3) conditions stated above.

Department of Public Works and Highways

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Location of the Contract: Kolambugan, Lanao del Norte

The Guarantee will remain in force up to a period of _____ days from the opening of bids as stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank within the said period.

Name and Signature of Bank's Authorized Signatory
Position

Date: _____

DPWH-INFR-10-2016

Page 1 of 1

FORM OF BID SECURITY: IRREVOCABLE LETTER OF CREDIT

Date of Issuance

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Irrevocable Letter of Credit No. _____

For: Contract ID and Name

WHEREAS, Name of Bidder, hereinafter called the "Bidder," has undertaken to submit to you a bid for the abovestated Contract, and whereas you have stipulated in the Instructions to Bidders for the said Contract that the Bidder shall furnish you with an irrevocable standby Letter of Credit for a sum specified therein as Bid Security for the faithful compliance of the obligations of the Bidder:

WHEREAS, the Conditions of this obligation are that:

- 4) if the Bidder withdraws the Bid during the period of bid validity specified in the Form of Bid; or
- 5) if the Bidder does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
- 6) if the Bidder, having been notified of the acceptance of the Bid and award of contract to it by the Entity during the period of bid validity:
 - c) fails or refuses to submit the requirements for and to execute the Form of Contract in accordance with the Instructions to Bidders; or
 - d) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

Department of Public Works and Highways

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Location of the Contract: Kolambugan, Lanao del Norte

we undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the three (3) conditions stated above.

WHEREAS, we have agreed to guarantee this obligation of the Bidder.

DPWH-INFR-11-2016

THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to the total amount of amount of guarantee and we undertake to pay you, upon first written demand declaring the Bidder to be in default under the Instructions to Bidders and without cavil or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without you needing to prove or show grounds or reasons for your demand for the sum specified therein.

This irrevocable guarantee is valid until one hundred twenty (120) calendar days after the date of opening of bids for the said Contract on date.

This certification is being issued in favor of the said Bidder in connection with your requirements of the bidding for the said Contract. We are aware that any false statements issued by us make us liable to perjury.

Name and Signature of Authorized Financing Institution
Official Designation

Concurred by:

Name and Signature of Bidder's Authorized Representative
Official Designation

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

DPWH-INFR-11-2016

CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT

Submit a copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to it. Indicate in the chart the names of the Project Manager, Project Engineer, Structural Engineer, Materials and Quality Control Engineer, Foremen, and other Key Personnel, as required in the Instructions to Bidders (Bid Data Sheet). Include Sub-Contractors, if any.

Department of Public Works and Highways

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Location of the Contract: Kolambugan, Lanao del Norte

Attach the required Proposed Organizational Chart for the Contract as stated above.

Name and Signature of Bidder's Representative

Date: _____

Position

Name of Bidder

DPWH-INFR-13-2016

**LIST OF CONTRACTOR'S KEY PERSONNEL TO BE ASSIGNED TO THE
CONTRACT, WITH THEIR QUALIFICATION DATA**

Date of Issuance

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

Dear Sir/Madame:

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

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

Proposed Position (<i>as applicable</i>)	Name	Years of Experience	
		Total (Similar and Related)	Similar Position
Project Manager			
Project Engineer			
Materials Engineer			
Construction Safety Officer			
Foreman			
<i>Others (specify)</i>			

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

DPWH-INFR-14-2016

Very truly yours,

Name and Signature of Bidder's Authorized Representative

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

DPWH-INFR-14-201

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

**KEY PERSONNEL'S AFFIDAVIT OF COMMITMENT TO WORK
ON THE CONTRACT**

Date of Issuance

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Dear Sir/Madame:

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

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

g. Employment Record : _____

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

h.. Work Experience (Project Handled):

i. Project Name & Location ii. Owner's Name and Address iii. My Position	i. Proj. Description ii. Total Proj. Cost	i. Part of Proj. I handled ii. Cost of Part	i. Start Due ii. Compl. Date
<u>Completed Projects:</u>			
<u>On-Going Projects:</u>			

Very truly yours,

Name and Signature of Personnel

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

Noted by:

Name and Signature of Contractor's Authorized Representatives

REPUBLIC OF THE PHILIPPINES)

CITY OF _____)

SUBSCRIBED and SWORN TO before me this ____day of _____,2014
at _____, affiant exhibiting to me his/her Residence Certificate
No. _____ issued at _____ on _____.

Notary Public

Doc. No.	_____	Until	_____
Page No.	_____	PTR No.	_____
Book No.	_____	Issued at	_____
Series No.	_____	Issued on	_____

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

**LIST OF CONTRACTOR'S MAJOR CONSTRUCTION AND LABORATORY EQUIPMENT
UNITS TO BE ASSIGNED TO THE CONTRACT,
SUPPORTED BY CERTIFICATIONS OF AVAILABILITY**

Business Name : _____
Business Address : _____

Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lease/Purchase
a. A. Owned ¹							
i.							
ii.							
iii.							
iv.							
v.							
B. Leased ²							
i.							
ii.							
b. iii.							
iv.							
v.							
C. Under Purchase Agreements ³							
i.							
ii.							
iii.							
iv.							
v.							

Department of Public Works and Highways

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Location of the Contract: Kolambugan, Lanao del Norte

¹Attached are copies of sales invoices / Registration Certificates from LTO.

²Attached are the certifications from the lessors that the equipment units under B (Leased) shall be available for this contract.

³Attached are the certifications from the vendors that the equipment units under C (Purchase Agreements) shall be available for this contract.

Minimum major construction equipment requirement as prescribed in the Bid Data Sheet:

Minimum major laboratory equipment requirements as prescribed in Bid Data Sheet:

Name and Signature of Bidder's Representative

Position

Name of Bidder

Date: _____

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

CASH FLOW BY QUARTER

PARTICULAR	TOTAL.	YEAR _____				YEAR _____			
		1st Q	2nd Q	3rd Q	4th Q	1ST Q	2ND Q	3RD Q	4TH Q
ACCOMPLISHMENT, IN %	100.0%								
CASH FLOW, IN PhP									
CUMULATIVE ACCOMPLISHMENT, IN %	100.0%								
CUMULATIVE CASH FLOW, IN PhP									

PARTICULAR	TOTAL.	YEAR _____				YEAR _____			
		1st Q	2nd Q	3rd Q	4th Q	1ST Q	2ND Q	3RD Q	4TH Q
ACCOMPLISHMENT, IN %									
CASH FLOW, IN PhP									
CUMULATIVE ACCOMPLISHMENT, IN %									
CUMULATIVE CASH FLOW, IN PhP									

Submitted by:

Name and Signature of Bidder's Representative

Position

Name of Bidder

Date: _____

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

PERFORMANCE SECURITY: IRREVOCABLE LETTER OF CREDIT

Date: _____

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Fax Number

Subject: Irrevocable Letter of Credit No. _____

For Contract ID and Name

WHEREAS, Name of Contractor, hereinafter called "Contractor," has undertaken to enter into a contract with you to execute Contract ID and Name, and whereas you have stipulated in the said Contract that the Contractor shall furnish you with an irrevocable standby Letter of Credit for a sum specified therein as Performance Security for the faithful compliance of the Contractor's obligations in accordance with the Contract.

WHEREAS, we have agreed to guarantee this obligation by the Contractor.

THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to the total amount of amount of guarantee and we undertake to pay you, upon first written demand declaring the Contractor to be in default under the Contract and without cavil, or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The right to institute action on this guarantee pursuant to Act No. 3688 of any individual, firm, partnership, corporation and association supplying the Contractor with labor and materials for the prosecution of the works is hereby acknowledged and confirmed.

This irrevocable guarantee is valid until the issuance by you of the Certificate of Acceptance of the completed Contract works after the end of the one-year Defects Liability Period of the Contract and upon the submission of the required Warranty Security.

This certification is being issued in favor of the said Contractor in connection with the requirements of the bidding by your office for the abovementioned contract. We are aware that any false statements issued by us make us liable for perjury.

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

Name and Signature of Authorized

Financing Institution Officer : _____
Official Designation : _____

Concurred By:

Name and Signature of Contractor's

Authorized Representative : _____
Official Designation : _____

Note:

The amount committed should be machine validated.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, affiant exhibiting to me his/her [insert Government ID No. _____] issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

PERFORMANCE SECURITY: BANK GUARANTEE

To : Name of Head of the Procuring Entity
Address

WHEREAS, Name and Address of Contractor, hereinafter called "the Contractor," has undertaken to enter into a contract with you to execute Contract ID and Name, hereinafter called "the Contract;"

WHEREAS, you have stipulated in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as Performance Security for compliance with his obligations in accordance with the Contract; and

WHEREAS, we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of amount of guarantee, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of amount of guarantee as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The right to institute action on this guarantee pursuant to Act No. 3688 of any individual, firm, partnership, corporation and association supplying the Contractor with labor and materials for the prosecution of the works is hereby acknowledged and confirmed.

This guarantee shall be valid until the date of issuance to the Contractor of your Certificate of Acceptance of the completed Contract works after the end of the one-year Defects Liability Period of the Contract and upon the submission of the required Warranty Security.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

Department of Public Works and Highways

Contract ID: 25K00431

Contract Name: Structural Improvement of Public Buildings and Construction of Evacuation Centers, Region X, Kolambugan, Lanao del Norte Phase II

Location of the Contract: Kolambugan, Lanao del Norte

**CONSTRUCTION METHODS
OUTLINE OF NARRATIVE DESCRIPTION**

1.0 INTRODUCTION

Refer to the Bidding Documents and related materials.

2.0 BRIEF DESCRIPTION OF CONTRACT WORKS

State the general features of the contract works. Use tables and drawings as necessary.

3.0 CONSTRUCTION METHODS AND PROCEDURES

3.1 Methodology or General Approach

State the general approach in construction in terms of the use of equipment-intensive or labor-based methods, any special techniques, methods or procedures to ensure completion on time and quality of the materials, workmanship, and completed structure, according to the approved specifications and drawings/plans.

3.2 Program of Work

Progress bar chart with S-curve of activities in the contract works.

3.3 Financial Program

Cash flow schedule, provision for working capital, schedule of receipts, etc.

Submitted by:

Name and Signature of Bidder's Representative

Date: _____

Position

Name of Bidder

Department of Public Works and Highways

Contract ID: 25K00431

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Location of the Contract: Kolambugan, Lanao del Norte

Date

To: *Name of the Head of the Procuring Entity*
Address

Pursuant to the provisions of Section 37.2.3 of the Implementing Rules and Regulations of Republic Act No. 9184 and in accordance with the provisions of Department Order No. 129, series of 2014, of the Department of Public Works and Highways (DPWH) and the provisions of the Memorandum dated 17 July 2014 of the Department of Labor and Employment (DOLE), we hereby submit to you, as part of the contract documents for the abovementioned contract awarded to us, our Construction Health and Safety Program which, once approved by the DPWH and concurred in by the DOLE Regional Office concerned, shall be implemented by us for the said contract.

1. Construction Safety and Health Committee: *State the composition of the Contractor's Construction Safety and Health Committee, if one has been formed. Otherwise, state an undertaking of the Contractor to organize such committee and appoint its members before the start of construction work at the project site.*
2. Specific Safety Policies: *State the specific safety policies which the Contractor undertakes to observe and maintain in its construction site, including the frequency of and persons responsible for conducting toolbox and gang meetings.*
3. Penalties and Sanctions: *State the penalties and sanctions for violations of the Construction Safety and Health Program.*
4. Training: *State the frequency, content and persons responsible for orienting, instructing, and training all workers at the site with regard to the Construction Safety and Health Program under which they operate.*
5. Waste Disposal: *State the manner of disposing waste arising from the construction.*

Submitted by:

Name and Signature of Authorized Officer of the Bidder
Position

