

PHILIPPINE BIDDING DOCUMENTS

Contract ID: 25H00124

**Organizational Outcome 1: Ensure Safe and
Reliable National Road System, Network
Development Program, Construction of
Flyovers/Interchanges/Underpasses/Long Span
Bridges, Construction of Flyover along Mactan
Circumferential Rd Jct. Pajo-Basak-
Marigondon Rd**

May 2025

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms.....	5
Section I. Invitation to Bid	8
Section II. Instructions to Bidders.....	12
1. Scope of Bid	13
2. Funding Information	13
3. Bidding Requirements.....	13
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	14
5. Eligible Bidders.....	14
6. Origin of Associated Goods	14
7. Subcontracts	14
8. Pre-Bid Conference.....	15
9. Clarification and Amendment of Bidding Documents.....	15
10. Documents Comprising the Bid: Eligibility and Technical Components	15
11. Documents Comprising the Bid: Financial Component	16
12. Alternative Bids	16
13. Bid Prices	16
14. Bid and Payment Currencies.....	17
15. Bid Security.....	17
16. Sealing and Marking of Bids.....	17
17. Deadline for Submission of Bids	17
18. Opening and Preliminary Examination of Bids	18
19. Detailed Evaluation and Comparison of Bids	18
20. Post Qualification.....	18
21. Signing of the Contract	18
Section III. Bid Data Sheet.....	19
Section IV. General Conditions of Contract	27
1. Scope of Contract.....	28
2. Sectional Completion of Works	28
3. Possession of Site.....	28
4. The Contractor's Obligations.....	28
5. Performance Security	29
6. Site Investigation Reports	29

7.	Warranty.....	29
8.	Liability of the Contractor.....	29
9.	Termination for Other Causes	29
10.	Dayworks	29
11.	Program of Work.....	30
12.	Instructions, Inspections and Audits	30
13.	Advance Payment.....	30
14.	Progress Payments	30
15.	Operating and Maintenance Manuals.....	30
Section V. Special Conditions of Contract.....		32
Section VI. Specifications		34
Section VII. Drawings.....		35
Section VIII. Bill of Quantities		37
Section IX. Checklist of Technical and Financial Documents.....		44

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



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
REGIONAL OFFICE VII
South Road Properties, Cebu City



**Invitation to Bid
for**

25H00124- Organizational Outcome 1: Ensure Safe and Reliable National Road System, Network Development Program, Construction of Flyovers/Interchanges/Underpasses/Long Span Bridges, Construction of Flyover along Mactan Circumferential Rd Jct. Pajo-Basak-Marigondon Rd

1. The *Department of Public Works and Highways Regional Office VII*, through the **FY 2025 GAA** intends to apply the sum of **Php10,180,000.00** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Organizational Outcome 1: Ensure Safe and Reliable National Road System, Network Development Program, Construction of Flyovers/ Interchanges/ Underpasses/ Long Span Bridges, Construction of Flyover along Mactan Circumferential Rd Jct. Pajo-Basak-Marigondon Rd*** with Contract Id No. 25H00124. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Department of Public Works and Highways Regional Office VII* now invites bids for the hereunder Works:

Name of Contract	:	Organizational Outcome 1: Ensure Safe and Reliable National Road System, Network Development Program, Construction of Flyovers/Interchanges/Underpasses/Long Span Bridges, Construction of Flyover along Mactan Circumferential Rd Jct. Pajo-Basak-Marigondon Rd
Contract ID No.	:	25H00124
Locations	:	Marigondon, Lapu-Lapu City
Scope of Works	:	Construction of Flyovers/ Interchanges/ Underpasses/ Long Span Bridges
Approved Budget for the Contract	:	Php10,180,000.00
Contract Duration	:	165 Calendar Days

Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Prospective Bidders should be (1) registered with and classified by the Philippine Contractors Accreditation Board (PCAB) with PCAB LICENSE Category of ***Small B for Road, Highway Pavement and Railways, Airport Horizontal Structures and Bridges*** for ***License Classification C & D***. The description of an eligible Bidder is contained in the Bidding Documents, particularly, in Section II-5.2 and Section III 5.2 of Bidding Documents.

3.1 Contractors/applicants who wish to participate in this bidding are encouraged to enroll in the DPWH Civil Works Application (CWA) at the DPWH Procurement Service (PrS), 5th Floor, DPWH Bldg., Bonifacio Drive, Port Area, Manila, while those already enrolled shall keep their records current and updated. The Contractor's eligibility to bid on the project will be determined using the DPWH Contractor Profile Eligibility Process



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
REGIONAL OFFICE VII
South Road Properties, Cebu City



(CPEP) and subject to further post-qualification. Information on registration can be obtained from the PrS during working weekdays from 7:00 am to 4:00 pm or at the DPWH website www.dpwh.gov.ph.

3.2 As provided in Section 25 of the R-IRR of R.A. 9184, bidders shall submit their bids through their duly authorized representative. The representative must be named in the Contractors Registration Certificate (CRC) recorded in the DPWH Civil Works Application (CWA) or if not, there must be a duly signed Special Power of Attorney (SPA) presented in hard copy and soft copy of the SPA must also be emailed to procurementro7@gmail.com using the official email address of the bidder registered in the CWA for verification. Failure to send a copy of the SPA from the official CWA registered email address of the bidder shall not be issued an order of payment.

4. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
5. Interested bidders may obtain further information from *Department of Public Works and Highways Regional Office VII* and inspect the Bidding Documents at the address given below during weekdays from **8:00 A.M. to 5:00 P.M.**
6. A complete set of Bidding Documents may be acquired by interested bidders on **May 28, 2025** from given address and website/s below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php25,000.00**.*
7. The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS), and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
8. The *Department of Public Works and Highways Regional Office VII* will hold a Pre-Bid Conference on **June 05, 2025 at 10:00 A.M. at the Strategy Room of DPWH-Regional Office VII, South Road Properties, Cebu City and through Regional Office Official YouTube Channel DPWH Regional Office VII Procurement LS or YouTube Handle: @DPWH.RO.7.**
9. Bid submission maybe done manually or electronically/online. However, bidders should only select one mode of submission, either manual or electronic. Similar to manual submission, the guidelines for the preparation and submission of an electronic bid are contained in the BDS Clause 17.
10. Bids must be duly received by the BAC Secretariat at the address below for manual submission or at electronicbids_r7@dpwh.gov.ph for electronic submission on or before **June 17, 2025 at 10:00 A.M. together with the proof of purchase/receipt.** Late bids shall not be accepted.



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
REGIONAL OFFICE VII
South Road Properties, Cebu City



11. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
12. Bid opening shall be on **June 17, 2025 at 10:30 A.M.**, *Strategy Room of DPWH Regional Office VII, South Road Properties, Cebu City and through Regional Office Official **YouTube Channel DPWH Regional Office VII Procurement LS** or **YouTube Handle: @DPWH.RO.7***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
13. The *Department of Public Works and Highways Regional Office VII* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
14. For further information, please refer to:

ENGR. ODILON N. ANDRINO
Head Procurement
(032)4116752; (032)4116753
Email address: andrino.odilon@dpwh.gov.ph or procurementro7@gmail.com
15. You may visit the following websites:
For downloading of Bidding Documents: www.dpwh.gov.ph and *PhilGEPS website*
For online bid submission: ***electronicbids_r7@dpwh.gov.ph***


JERRY B. EVANGELIO
BAC Chairman

Contract Id No.: 25H00124

DPWH and PhilGEPS Websites Posting: May 28–June 04, 2025

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 criterion 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																
1	<p>The Procuring Entity, <i>DPWH Regional Office VII</i></p> <p>The Contract Name is <i>Organizational Outcome 1: Ensure Safe and Reliable National Road System, Network Development Program, Construction of Flyovers/Interchanges/Underpasses/Long Span Bridges, Construction of Flyover along Mactan Circumferential Rd Jct. Pajo-Basak-Marigondon Rd.</i></p> <p>The Project Identification/Contract Number is <i>25H00124.</i></p>															
2.1	The Approved Budget for the Contract is <i>Php10,180,000.00</i>															
2.2	The Source of funding is <i>FY 2025 General Appropriations Act.</i>															
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><u>Major Category of Work</u> <i>RCP – Roads: Construction - PCCP</i></p> <p><u>Similar Category of WorkSS</u> <i>RRP - Roads: Rehabilitation - PCCP</i> <i>RCTP - Roads: Construction - Tunnel - PCCP</i></p>															
7.1 (b)	<i>Subcontracting is not allowed.</i>															
8	<p>The Procuring Entity will hold a pre-bid conference for this Project on <i>June 5, 2025 @ 10:00 A.M.</i> at its physical address <i>DPWH Regional Office VII, South Road Properties (SRP), Cebu City</i> and/or through Regional Office Official YouTube Channel <i>DPWH Regional Office VII Procurement LS or YouTube Handle: @DPWH.RO.7,</i> which shall be open to prospective bidders.</p>															
10.3	PCAB License required is <i>Small B</i> for Road, Highway Pavement and Railways, Airport Horizontal Structures and Bridges for License Classification <i>C & D</i>															
10.4	<table><tr><th>Key Personnel</th><th><u>General Experience</u></th><th><u>Relevant Experience</u></th></tr><tr><td>Project Manager</td><td>5</td><td>3</td></tr><tr><td>Project Engineer</td><td>5</td><td>3</td></tr><tr><td>Materials Engineer</td><td>5</td><td>3</td></tr><tr><td>Foreman</td><td>5</td><td>3</td></tr></table> <p>Accredited Safety Officer (Required Upon issuance of Notice of Award) subject to D.O 98 Series of 2014: Submission of Construction Safety and Health Program Approved by the Department of Labor and Employment (DOLE).</p>	Key Personnel	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	5	3	Project Engineer	5	3	Materials Engineer	5	3	Foreman	5	3
Key Personnel	<u>General Experience</u>	<u>Relevant Experience</u>														
Project Manager	5	3														
Project Engineer	5	3														
Materials Engineer	5	3														
Foreman	5	3														

	<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 98 Series of 2014: Submission of Construction Safety and Health Program Approved by the Department of Labor and Employment (DOLE).</p> <p>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. Compliance to D.O. 98 series of 2016: Revised Guidelines on the Accreditation of Contractors'/Consultants' Materials Engineer <p>Include the contact number of the Materials Engineer</p>																																													
10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><th>Equipment</th><th>Capacity</th><th>Number of Units</th></tr><tr><td>Accredited Concrete Batching Plant</td><td></td><td>1</td></tr><tr><td>Backhoe with Breaker</td><td>(0.80 m3)</td><td>1</td></tr><tr><td>Boom Truck</td><td></td><td>1</td></tr><tr><td>Bulldozer</td><td>(167 hp)</td><td>1</td></tr><tr><td>Cargo/Service Truck</td><td>(9-10 mt)</td><td>1</td></tr><tr><td>Dump Truck</td><td>(12 yd3)</td><td>2</td></tr><tr><td>Lowbed Trailer with Prime Mover</td><td></td><td>1</td></tr><tr><td>Motorized Road Grader</td><td>G710A</td><td>1</td></tr><tr><td>Payloader</td><td>(1.50 m3)</td><td>1</td></tr><tr><td>Telescopic Manlift</td><td></td><td>1</td></tr><tr><td>Transit Mixer</td><td>(4 - 6 m^3)</td><td>1</td></tr><tr><td>Truck Mounted Crane</td><td>(6 - 10 mt)</td><td>1</td></tr><tr><td>Vibratory Roller</td><td>(10 mt), SD100DC</td><td>1</td></tr><tr><td>Water Truck/Pump</td><td>(16,000 L)</td><td>1</td></tr></table> <p><u>Laboratory Equipment</u></p> <p>As per DO No. 11 series of 2017 "Inclusion of the Minimum Testing Materials Equipment in the Technical Component of the Bid"</p>	Equipment	Capacity	Number of Units	Accredited Concrete Batching Plant		1	Backhoe with Breaker	(0.80 m3)	1	Boom Truck		1	Bulldozer	(167 hp)	1	Cargo/Service Truck	(9-10 mt)	1	Dump Truck	(12 yd3)	2	Lowbed Trailer with Prime Mover		1	Motorized Road Grader	G710A	1	Payloader	(1.50 m3)	1	Telescopic Manlift		1	Transit Mixer	(4 - 6 m^3)	1	Truck Mounted Crane	(6 - 10 mt)	1	Vibratory Roller	(10 mt), SD100DC	1	Water Truck/Pump	(16,000 L)	1
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Water Truck/Pump	(16,000 L)	1																																												
12	<i>No Further Instruction</i>																																													
14.2 (a)	Payment of the contract price shall be made in <i>Philippine Peso</i>																																													

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> <ol style="list-style-type: none"> 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; The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.
15.2	<p>The Bid and bid security shall be valid until <i>120 Calendar Days from the date of the opening of bids.</i></p>
16	<p><i>No Further Instruction</i></p>
17	<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 <i>DPWH Region VII-South Road Properties (SRP), Cebu City.</i></p> <p>The deadline for receipt of Bids is on <i>June 17, 2025 at 10:00 A.M.</i></p> <p>For bids to be submitted electronically/online, the following procedures should be observed following D.O. 087 Series of 2020:</p> <ol style="list-style-type: none"> 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 [Insert dedicated e-mail address]. Attached to the said e-mail is the copy of the Official Receipt of purchase of bidding documents in Portable Document File (PDF) format with file name in the format "<PCAB ID>_<CONTRACT ID>_OfficialReceipt.pdf".</p> <p>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. 20Z00123 shall be "12345_20Z00123_OfficialReceipt.pdf". Further, the e-mail subject would be "Official Receipt for 20Z00123".</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>

	<p>2. Confirmation of the electronically submitted Official Receipt</p> <p>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> <p>Only the electronic bids of bidders who have successfully submitted an electronic Official Receipt shall be accepted.</p> <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:</p> <ul 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> <p>3. Preparation and submission of an electronic Bid</p> <p>The prospective bidders shall prepare and submit their bids electronically following the steps prescribed under D.O. 087 Series of 2020 in accordance with GPPB Resolution No. 09-2020 as follows:</p> <ul style="list-style-type: none"> 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 20Z00123 TECHNICAL, 12345 20Z00123 FINANCIAL). Subsequently, each of the Technical and Financial Components file folders shall be COMPRESSED, PASSWORD PROTECTED and NAMED in the format <PCAB ID>_<CONTRACT_ID>_TECHNICAL.zip (or .rar/.7z) and <PCAB ID>_<CONTRACT_ID>_FINANCIAL.zip (or .rar/.7z), respectively (e.g. 12345 20Z00123 TECHNICAL.zip, 12345 20Z00123 FINANCIAL.zip). c. Each file contained in the Technical and Financial Components file folders shall be in PDF format (either scanned or exported/published), with file name in the format <PCAB
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	<p>ID>_<CONTRACT ID>_DescriptiveFilename.pdf (e.g. 12345 20Z00123 PCABLicense.pdf, 12345 20Z00123 OmnibusSwornStatement.pdf).</p> <p>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 20Z00123 Bid).</p> <p>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.</p> <p>e. The e-mail submitting the prospective bidder's electronic bid should have a Subject in the format "Bid Submission for [Insert Contract ID]" (e.g. "Bid Submission for 20Z00123"). In case of multiple compressed archive main file folders, it shall be submitted in multiple e-mails, each with Subject in the format "Bid Submission [Insert Number of main archive folder]/[Insert total number of main archive folders]" (e.g. "Bid Submission 1/2 for 20Z00123" and "Bid Submission 2/2 for 20Z00123").</p> <p>f. The prospective bidder shall submit its electronic bid to [Insert dedicated e-mail address] 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 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. 20Z00123 should be "Bid Modification 1 for 20Z00123".</p> <p>5. Non-participation in the Bidding In case a prospective bidder that have purchased a bidding document decided not to participate, he may choose to submit his letter of non-participation manually or electronically. In case of electronic submission, the contractor shall send an e-mail with the Subject "Non-participation for <Contract ID>" with the letter of non-participation as attachment with file name "<PCAB ID>_<CONTRACT ID>_Non-Participation.pdf". This e-mail should be sent to [Insert dedicated e-</p>
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	<p><i>mail address]</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>[Insert dedicated e-mail address]</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> <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 <i>[Insert BAC phone number]</i> 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 <i>[Insert BAC Messenger/Skype Account]</i>.</p> <p>If the bidder chooses to attend the bid opening through online conference, the bidder should join the meeting using the following link <i>[Insert link]</i>.</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</p>
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	<p>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 bids are NOT allowed
20	No Further Instruction
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

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 One Hundred Sixty Five (165) Calendar Days.
3.1	The Procuring Entity shall give possession of the Site to the Contractor upon the receipt of the Notice to Proceed
6	The site investigation reports are: <u>None</u>
7.2	[In case of semi-permanent structures, such as 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:] Five (5) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 1% of the Contract Amount .
13	The amount of the advance payment is 15% of the Contract Amount [insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment].
14	N/A
15.1	The date by which operating and maintenance manuals are required is [date]. The date by which "as built" drawings are required is 30 days upon reaching 95% completion per D.O 38 series of 2016.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 10% of the Contract Price

Section VI. Specifications

1 DPWH Standards

The **DPWH Standard Specifications for Public Works and Highways** ("Blue Book") shall be the main basis for the standards and codes to be met by the goods and materials to be furnished and work performed or tested for the Contract. In particular, Volume II of the Blue Book shall be used if the Contract pertains to Highways, Bridges and Airports. Volume III of the Blue Book shall be used if the Contract pertains to Buildings, Flood Control and Drainage, or Water Supply. The Blue Book incorporates standards of the American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and American Concrete Institute (ACI), among others, pertaining to construction.

The Procuring Entity shall use the Standard Pay Items in the Project and Contract Management Application (PCMA) in drawing up the Specifications.

2. Modifications of Standards

2.1 Modifications of and additions to standards and codes as stated in the DPWH Standard Specifications for Public Works and Highways, if any, shall be included in the enclosed Supplemental Specifications, which is part of these Bidding Documents.

2.2 Entries in the Supplemental Specifications are numbered to coincide with the numbering of items in the DPWH Standard Specifications for Public Works and Highways.

3. Particular Specifications

A.1.1 (8): PROVISION OF THE FIELD OFFICE FOR THE ENGINEERS

Temporary Facilities– 5.50 months (Rental Basis/ Maintain Office Building and Laborities including lights and water)

A.1.1 (10): PROVISION OF LIVING QUARTERS FOR THE ENGINEER

20 GP Office Container with CR – 5.50 months (Rental Basis/ Maintain Office Building and Laborities including lights and water)

A.1.1 (11): PROVISION OF FURNITURES/FIXTURES, EQUIPMENT & APPLIANCES FOR THE FIELD OFFICE FOR THE ENGINEER

The Office shall be provided with the following:

a.) Office Supplies:

- | | |
|------------|-------------------------------|
| 1) 3 pcs. | - Stapler no. 0.35 w/ remover |
| 2) 20 pcs. | - Mechanical Pencil |
| 3) 4 pcs. | - Puncher Heavy Duty Standard |
| 4) 2 pcs. | - Scissor 150mm |

- | | |
|-------------|-----------------------------|
| 5) 2 each | - Bulletin/Cork board 2'x3' |
| 6) 6 pcs. | - Record Book |
| 7) 20 reams | - Bond Paper A4 |
| 8) 15 reams | - Bond Paper A3 |
| 9) 20 reams | - Bond Paper long |
| 10) 3 pcs | - Staple remover |
| 11) 100 pcs | - Folder Long White |

Section VII. Drawings

Please refer to printed plans

Section VIII. Bill of Quantities

Contract ID : 25H00124
 Contract Name : Organizational Outcome 1: Ensure Safe and Reliable National Road System, Network Development Program, Construction of Flyovers/Interchanges/Underpasses/Long Span Bridges, Construction of Flyover along Mactan Circumferential Rd Jct. Pajo-Basak-Marigondon Rd
 Location of the Project : Marigondon, Lapu-Lapu City

**SUMMARY OF BID PRICES
 (All Parts of Bill of Quantities or BOQ)**

Instructions for completing the Summary of Bid Prices:

1. Part No. – Enter the "Part No." for each section of the BOQ where unit prices are entered.
2. Part Description – Enter the "Part Description" corresponding to the "Part No."
3. Total Amount – Enter the "Total Amount" in Pesos for all pages having the same "Part Description"

Part No.	Part Description	Total Amount
PART A	FACILITIES FOR ENGINEERS	
PART B	OTHER GENERAL REQUIREMENTS	
PART C	EARTHWORKS	
PART D	SUBBASE AND BASE COURSE	
PART E	SURFACE COURSE	
PART G	DRAINAGE AND SLOPE PROTECTION STRUCTURES	
PART H	MISCELLANEOUS STRUCTURES	
Total of Amounts		
Total of All Amount in Words: Pesos _____ _____ and _____centavos.		

Name _____ in the capacity of _____
 Signed _____ Date _____
 Duly authorized to sign the Bid for and on behalf of _____

Contract ID : 25H00124

Contract Name : Organizational Outcome 1: Ensure Safe and Reliable National Road System, Network Development Program, Construction of Flyovers/Interchanges/Underpasses/Long Span Bridges, Construction of Flyover along Mactan Circumferential Rd Jct. Pajo-Basak-Marigondon Rd

Location of the Project : Marigondon, Lapu-Lapu City

BILL OF QUANTITIES

<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)
PART A	FACILITIES FOR THE ENGINEERS				
A.1.1(8)	Provision of Field Office for the Engineer (Rental Basis)	month	5.50	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____
A.1.1(10)	Provision of Living Quarters for the Engineer (Rental Basis)	month	5.50	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____
A.1.1(11)	Provision of Furniture/Fixtures, Equipment & Appliances for the Field Office for the Engineer	l.s.	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____
A.1.1(16)	Operation & Maintenance of Field Office for the Engineer	month	5.50	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____
SUB-TOTAL: PART A					
PART B	OTHER GENERAL REQUIREMENTS				
B.5	Project Billboard / Signboard	each	3.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____

B.7 (1)	Occupational Safety and Health	month	5.50	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
B.8 (1)	Traffic Management	month	5.50	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
B.9	Mobilization/Demobilization	l.s.	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
B.12	Removal and Relocation of Utilities	l.s.	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
SUB-TOTAL: PART B					
PART C	EARTHWORKS				
100 (1)	Clearing and Grubbing	ha.	0.11	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
100 (3) a1	Individual Removal of Trees (150 - 300 mm dia.) (Small)	ea.	10.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
101 (1)	Removal of Structures and Obstruction	l.s.	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
101 (3) d	Removal of Actual Structures/Obstruction (0.10 m thick) (Sidewalk)	sq.m.	187.50	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____

101 (4) c	Removal of Actual Structures/Obstruction (Curb and Gutter)	l.m.	125.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
102 (2)	Surplus Common Excavation	cu.m.	621.90	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
103 (1) a	Structure Excavation (Common Soil)	cu.m.	85.56	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
103 (3)	Foundation Fill	cu.m.	5.06	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
103 (6) a	Pipe culverts and drain excavation (Common Soil)	cu.m.	371.28	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
104 (1) a	Embankment from roadway/structure excavation (Common Soil)	cu.m.	44.55	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
105 (1) a	Subgrade Preparation (Common Material)	sq.m.	1,009.50	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
SUB-TOTAL: PART C					
PART D	SUBBASE AND BASE COURSE				
200 (1)	Aggregate Subbase Course	cu.m.	209.25	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
SUB-TOTAL: PART D					

PART E	SURFACE COURSE				
311 (1) f1	Portland Cement Concrete Pavement (Unreinforced) (0.30 m thick) (14 days)	sq.m.	669.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
SUB-TOTAL: PART E					
PART G	DRAINAGE AND SLOPE PROTECTION STRUCTURES				
500 (1) b	Pipe Culvert, Class II, RCPC	l.m.	150.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
502 (1) a3	Manholes (910 mm dia.) (Concrete)	ea.	10.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
502 (4) a3	Concrete covers (910 mm dia.)	ea.	10.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
504 (3) c	Cleaning culvert pipe in place (910 mm dia., half-silted)	l.m.	125.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
SUB-TOTAL: PART G					
PART H	MISCELLANEOUS STRUCTURES				
600 (7)	Curb and Gutter (Precast)	pc.	150.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
601 (1)	Sidewalk (100 mm thk.)	sq.m.	225.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____

611 (3)	Seedlings/Saplings for Other Programs/Initiatives	ea.	1,000.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
612 (1)	Reflectorized Thermoplastic Pavement Markings White	sq.m.	22.50	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
612 (2)	Reflectorized Thermoplastic Pavement Markings Yellow	sq.m.	11.25	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
624 (9) d3	Single Arm Solar LED Roadway Lighting (10m-Pole) (125W-150W)	ea.	10.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
1111 (1)	Reinforced Concrete Pedestal / Pole	l.s.	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____
SUB-TOTAL: PART H					
GRAND TOTAL					

Submitted by:

Name and Signature of Bidder's Representative

Position

Name of Bidder

Date: _____

Section IX. Checklist of Technical and Financial Documents

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

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;

¹ currently based on GPPB Resolution No. 09-2020

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [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: _____

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period of 120 Calendar Days, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the 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.

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract ID No.:

Contract Name:

Location of the Contract:

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

-----x

STATEMENT OF AVAILABILITY OF MAJOR CONSTRUCTION EQUIPMENT

I, _____, of legal age and residing at _____, affiant, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the _____ of _____ with office address at _____;
2. That I will make available the various equipment intended for the use of the abovementioned project;
3. That I further pledge and commit that all this equipment required for the project will be mobilized to the project site if awarded the **above-mentioned project**, until the project is completed;
4. That this affidavit is being executed by the undersigned to attest to the facts stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2019 at _____.

Bidder's Representative/Authorized Signatory

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2019 in _____, Philippines. Affiant exhibiting to me his Community Tax Certificate No. _____ issued on _____ at _____.

Notary Public

Doc No.: _____
Page No.: _____
Book No.: _____
Series of 2019

Contract ID No.:

Contract Name:

Location of the Contract:

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

x-----x

CERTIFICATION OF AVAILABILITY OF THE MINIMUM MATERIALS TESTING EQUIPMENT

(Pursuant to DPWH Department Order No. 11, Series of 2017)

I, _____, of legal age and residing at _____,
(Authorized Managing Officer) (Residence Address) affiant, after
having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the _____ of _____
(Designation) (Construction Firm) with category of
and with office address at
(Small/Medium/Large Contractor)
_____;
(Office Address)

2. That I pledge and commit that the Minimum Materials Testing Equipment and its facilities will be available and ready for use in the testing of construction materials intended for the above-named project;
3. That I will utilize first our own laboratory testing equipment/facilities before engaging the services of private testing laboratories to ensure effective and better-quality control of construction materials during the implementation of the above-named project;
4. That this certification is being executed by the undersigned in compliance with DPWH Department Order No. 11, Series of 2017, superseding all other issuances relative thereto.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2019 at _____.

Bidder's Representative/Authorized Signatory

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 201__ in _____, Philippines. Affiant exhibiting to me his Community Tax Certificate No. _____ issued on _____ at _____.

Notary Public

Doc No: _____
Page No.: _____
Book No.: _____ Series _____
of 2019

Department of Public Works and Highways

Contract ID:

Contract Name:

Location of the Contract:

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:

- 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; 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.

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

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

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:

Contract Name:

Location of the Contract:

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:

- 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, if required; or
 - d) 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.

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

Date: _____

Position _____

Department of Public Works and Highways

Contract ID:

Contract Name:

Location of the Contract:

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

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.

Name and Signature of Bidder's Representative

Date: _____

Position

Name of Bidder

Department of Public Works and Highways

Contract ID:

Contract Name:

Location of the Contract:

**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

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.

Department of Public Works and Highways

Contract ID:

Contract Name:

Location of 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.

Very truly yours,

Name and Signature of Bidder's Authorized Representative

h. Work Experience (Projects Handled):

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

Very truly yours,

Name and Signature of Personnel

Noted by:

Name and Signature of Contractor's Authorized Representative

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)

SUBSCRIBED and SWORN TO before me this _____ day of _____, 20____ at _____, affiant exhibiting to me his/her Residence Certificate No. _____ issued at _____ on _____.

Notary Public

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

Until _____
PTR No. _____
Issued at _____
Issued on _____

Department of Public Works and Highways

Contract ID:
Contract Name:
Location of the Contract:

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 (Specific Location)	Condition	Proof of Ownership / Lease/Purchase
A. Owned¹							
i.							
ii.							
iii.							
iv.							
V.							
B. Leased²							
i.							
ii.							
iii.							
iv.							
v.							
C. Under Purchase Agreements³							
i.							
ii.							
iii.							
iv.							
v.							

¹ Attached are copies of sales invoice / Registration Certificate from LTO.

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

³ Attached 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:
Contract Name:
Location of the Contract:

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:

Contract ID: 25H00124

Contract Name: Organizational Outcome 1: Ensure Safe and Reliable National Road System, Network Development Program, Construction of Flyovers/Interchanges/Underpasses/Long Span Bridges, Construction of Flyover along Mactan Circumferential Rd Jct. Pajo-Basak-Marigondon Rd

Location of the Contract: Marigondon, Lapu-Lapu City

Department of Public Works and Highways

PRELIMINARY EXAMINATION OF TECHNICAL COMPONENT OF THE BID

Date of Submission/Opening of Bids

Name of Contractor

Approved Budget for the Contract (ABC)

PHP 10,180,000.00

TOTAL AMOUNT OF BID

- 1 Updated PhilGEPS Certificate of Registration and Membership
- 2 Statement of all ongoing government and private contracts
- 3 Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid
- 4 Valid PCAB License or Special PCAB License in case of Joint Ventures.
- 5 NFCC Computation and Statement of Total Assets and Liabilities
- 6 JVA, if applicable

Tab. No.	F.A.L. FLORES End User	J.L. PITOGO Provisional Member	R. B. MAGHANOY Regular Member	B.R.P. RAYA Vice-Chairman	J. B. EVANGELIO Chairman

7 Bid Security in the prescribed form, amount and validity period.

a.	Acceptable Forms:	Cash, Cashier's Check, Manager's Check, issued by a Universal or Commercial Bank (2% of ABC)	Bank Draft/Guarantee, or Irrevocable Letter of Credit issued by a Universal or Commercial Bank (If issued by a Foreign Bank, confirmed or authenticated by a Universal or Commercial Bank (2% of	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security (5% of ABC)	Bid Securing Declaration
	Form Submitted by Contractor:				
b.	Amount Required:				
	Amount Submitted by Contractor:			() Sufficient () Insufficient	
c.	Validity Period:				
d.	Issuing Company/Bank:				
e.	Official Receipt No.:				
f.	Callable on Demand:				
g.	Certificate from Insurance Commission				

Tab. No.	F.A.L. FLORES End User	J.L. PITOGO Provisional Member	R. B. MAGHANOY Regular Member	B.R.P. RAYA Vice-Chairman	J. B. EVANGELIO Chairman

Bid Security in Prescribed Form, Amount and Validity Period.

8 Project Requirements:

a.	Organizational Chart for the contract to be bid.						
b.	List of Contractor's Key Personnel, (see Clause 14.2a(3)(b), BDS) to be assigned to the contract, with their complete qualification data.						
c.	List of Contractor's Major Const and Lab Equipment Units owned, leased and/or under purchase agreements, supported by proof of ownership/lease/purchase and certification of availability of eqpt from lessor/vendor for project duration. (see Clause 14.2a(3)(c), BDS)						

9 Omnibus Sworn Statement in the form prescribed by GPPB

10 The contents must be all numbered/paginated consecutively, and signed by the duly authorized representative per D.O.90 s.2002

Note : Any missing, incomplete or patently insufficient document in the above-mentioned checklist is a ground for outright rejection of the bid.

Overall Rating : () Passed () Failed

Contract ID: 25H00124
Contract Name: Organizational Outcome 1: Ensure Safe and Reliable National Road System, Network Development Program, Construction of Flyovers/Interchanges/Underpasses/Long Span Bridges, Construction of Flyover along Mactan Circumferential Rd Jct. Pajo-Basak-Marigondon Rd
Location of the Contract: Marigondon, Lapu-Lapu City

Department of Public Works and Highways

PRELIMINARY EXAMINATION OF FINANCIAL COMPONENT OF THE BID

Date of Submission/Opening of Bids : _____

Name of Contractor : _____

Approved Budget for the Contract (ABC) : **Php10,180,000.00**

TOTAL AMOUNT OF BID AS READ _____

		Tab No.	F.A.L. FLORES End User	J.L. PITOGO Provisional Member	R. B. MAGHANOY Regular Member	B.R.P. RAYA Vice-Chairman	J. B. EVANGELIO Chairman
1.	Bid Form						
2.	Bid Prices in the Bill of Quantities						
3.	Detailed Estimates including a Summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid;						
4.	Quarterly/Monthly Cash Flow and Payment Schedule						
Note : Any missing, incomplete or patently insufficient document in the above-mentioned checklist is a ground for outright rejection of the bid.							
Overall Rating: () Passed () Failed							

DPWH-INFR-32-2016

