



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
SOUTHERN LEYTE
1st DISTRICT ENGINEERING OFFICE
REGIONAL OFFICE NO. VIII
Maasin City, Southern Leyte

BIDDING DOCUMENTS

FOR

Procurement / Contract ID: 25IL0080

**Contract Name: REPAIR MAINTENANCE OF NATIONAL
ROADS AND BRIDGES**

**Contract Location: SOUTHERN LEYTE 1ST
ENGINEERING OFFICE, IBARRA,
MAASIN CITY, SOUTHERN LEYTE**

**Deadline of Receipt/Submission of Bids : July 22, 2025
(10:00 A.M.)**

**Date of Opening of Bids : July 22, 2025
(10:01 A.M.)**

**Start Date for Issuance
Of Bidding Documents : July 2 - 22, 2025**

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

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
SOUTHERN LEYTE 1st DISTRICT ENGINEERING OFFICE
Maasin City, Southern Leyte



INVITATION TO BID

1. The **Department of Public Works and Highways Southern Leyte 1st District Engineering Office**, through the **GAA FY 2025** intends to apply the following sums (refer to Paragraph 2) being the Approved Budget for the Contract (ABC) to payments under the following contracts listed in Paragraph 2. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Public Works and Highways Southern Leyte 1st District Engineering Office** through its Bids and Awards Committee now invites bids for the hereunder Works:

Name of Contract	:	REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES
Contract ID No.	:	1. 25IL0080
Locations	:	SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE
Scope of Works	:	Application of 16,468 ln.m. Thermoplastic paint (White & Yellow), Repainting of 247.68 ln.m. of various existing installed Guardrails, Posts & Chevron G.I. Posts and Repainting of Various Bridges.
Approved Budget for the Contract	:	Php 4,477,788.56
Contract Duration	:	60 C.D.

3. Prospective Bidders should be (1) registered with and classified by the Philippine Contractors Accreditation Board (PCAB) with at least PCAB LICENSE Category of **C & D**. The description of an eligible Bidder is contained in the Bidding Documents, particularly, in Clause 5 Section II of the Bidding Documents.

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 (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 .

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 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act". The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification.



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DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
SOUTHERN LEYTE 1st DISTRICT ENGINEERING OFFICE
Maasin City, Southern Leyte



5. Interested bidders may obtain further information from the **Department of Public Works and Highways Southern Leyte 1st District Engineering Office** and inspect the Bidding Documents at **Ibarra, Maasin City, Southern Leyte** during weekdays from **8:00 am to 5:00 pm**.
6. A complete set of Bidding Documents may be acquired by interested bidders on **July 2 – July 22, 2025** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, according to the table below.

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00
More than 50 Million up to 500 Million	50,000.00
More than 500 Million	75,000.00

7. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS), and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
8. The **Department of Public Works and Highways Southern Leyte District Engineering Office** will hold a Pre-Bid Conference on **July 9, 2025 @ 2:00 PM** at **DPWH-SL1stDEO Conference Room, DPWH Brgy. Ibarra, Maasin City, Southern Leyte** or @ www.youtube.com/@DPWH.SLeyteDEO for **Live Streaming**, which shall be open to prospective bidders.
9. Bid submission may be 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**.
10. Bids must be duly received by the BAC Secretariat at the address below for manual submission or at electronicbids_southernleyte@dpwh.gov.ph for electronic submission on or before **July 22, 2025 @ 10:00 AM**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 15**.
11. Bid opening shall be on **July 22, 2025 @ 10:01 AM** at **DPWH Conference Room, DPWH-SL1stDEO, Brgy. Ibarra, Maasin City, Southern Leyte**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
12. The **Department of Public Works and Highways Southern Leyte 1st District Engineering Office** 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
SOUTHERN LEYTE 1st DISTRICT ENGINEERING OFFICE
Maasin City, Southern Leyte



13. For further information, please refer to:

MYCA MARIS C. RAMOS
Head, BAC Secretariat
DPWH-SLDEO, Ibarra, Maasin City
Tel: (053) 570-9868
Email: bacsled@yahoo.com

CLAUDINE JHEAN M. ARNAIZ
BAC Chairperson
DPWH-SLDEO Ibarra, Maasin City
Tel: (053)570-9868
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Approved by:


CLAUDINE JHEAN M. ARNAIZ
Chief, Administrative Section
BAC Chairperson

Dates of Publication: July 2 – 8, 2025

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Public Works and Highways Southern Leyte District Engineering Office* invites Bids for the **REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES**, with Contract Identification Number **25IL0080**.

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 **2025** in the amount of **Php 4,477,788.56**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

[If not an early procurement activity,]

a. **MOOE FY 2025**.

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions

for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

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

5. Eligible Bidders

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

5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is 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.
- 7.1. 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. 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 **July 9, 2024 @ 2:00 PM AT**

DPWH Conference Room, DPWH Brgy. Ibarra, Maasin City, Southern Leyte and/or through **{videoconferencing/webcasting}** as indicated in paragraph 8 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:*

a. Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) calendar days from the date of the opening of bids**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 10 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 11 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause				
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:			
	<table> <tr> <th data-bbox="371 432 874 477">Major Categories of Work :</th><th data-bbox="874 432 1417 477">Similar Major Categories of Work are:</th></tr> <tr> <td data-bbox="371 477 874 813"><u>RM</u> – Roads: Maintenance</td><td data-bbox="874 477 1417 813"> <p> A. <u>RCA</u> B. <u>RCP</u> C. <u>RRR</u> D. <u>RRP</u> E. <u>MRB</u> F. <u>RCG</u> G. <u>RRG</u> </p> </td></tr> </table>	Major Categories of Work :	Similar Major Categories of Work are:	<u>RM</u> – Roads: Maintenance
Major Categories of Work :	Similar Major Categories of Work are:			
<u>RM</u> – Roads: Maintenance	<p> A. <u>RCA</u> B. <u>RCP</u> C. <u>RRR</u> D. <u>RRP</u> E. <u>MRB</u> F. <u>RCG</u> G. <u>RRG</u> </p>			
7.1	<p>Subcontracting is allowed. Pursuant to D.O. No. 10, Series of 2012 and Department Memorandum dated 24 September 2013, with subject: Subcontracting for Locally-Funded Civil Works Projects; and D.O. No. 38, Series of 2015, with Subject: Subcontracting of DPWH Infrastructure Projects.</p> <p>All sub-contracts shall be subject to prior approval of the concerned Heads of the DPWH Procuring Entity within the limits of their delegated authority to approve the original contracts.</p> <p>The contractor may sub-contract portions of the works to such an extent as may be approved by the Procuring Entity and stated in the BDS, provided that the main contractor shall directly undertake, using its own resources, not less than fifty percent (50%) of the contract works in terms of cost.</p> <p>The bidder/main contractor may identify the sub-contractors to whom portions of the contract works will be sub-contracted at any stage of the bidding process or during contract implementation, provided that any sub-contracting requires prior approval of the Procuring Entity. If the bidder opts to disclose the name of the sub-contractors during the bid submission, the bidder shall include the required eligibility documents for the sub-contractors as part of the technical component of its bid. Sub-contractors identified during the bidding may be changed during the implementation of the contract, subject to compliance with the eligibility requirements and approval of the Procuring Entity.</p> <p>Sub-contracting of any portion of the contract shall not relieve the main contractor from any liability or obligation that may arise from the contract. The main contractor shall be responsible for the acts, defaults, and negligence of any subcontractor, its agents or workmen.</p> <p>For any assignment and sub-contracting of the contract or any part thereof made without prior written approval by the concerned HoPE, the DPWH shall impose on the erring contractor, after the termination of the contract, the penalty of suspension for one (1) year for the first offense, and suspension of two (2)</p>			

	years for the second offense from participating in the public bidding process, pursuant to the provision of Appendix 3, Section 4.2 of the IRR of RA 9184, in accordance with Section 69(6) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws.																				
10.3	Each sub-contractor must comply with the eligibility criteria as specified in the Eligibility Requirements (ER) for the portion of the contract works to be subcontracted to that sub-contractor- e.g., applicable license from the Philippine Constructors Accreditation Board, satisfactory completion of works similar to the portion of the contract to be subcontracted and costing at least fifty percent (50%) of the cost of such portion, and sufficient Net Financial Contracting Capacity to cover the cost of the work to be sub-contracted, as well as minimum equipment and manpower for the sub-contracted work set by the Procuring Entity. These requirements shall not apply to labor pakyaw contracts provided in the IRR Appendix 11.																				
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><th><i>Key Personnel</i></th><th><i>No. of Personnel</i></th><th><i>Total Experience (years)</i></th><th><i>Same Position in Similar Works (years)</i></th></tr><tr><td>DPWH Accredited Project Engineer</td><td>1</td><td>5</td><td>5</td></tr><tr><td>Construction Foreman</td><td>1</td><td>5</td><td>5</td></tr><tr><td>DPWH Accredited Materials Engineer</td><td>1</td><td>1</td><td>1</td></tr><tr><td>Safety Officer / First Aider</td><td>1</td><td>1</td><td>1</td></tr></table> <p>The experience means total years of civil works experience (of any nature in construction and Engineering consultancy services) Except for Materials & Quality Control Engineer “Same position in Similar Works” covers overall work experience for the designated.</p> <p>That key personnel can be pulled out/substituted from an on-going project under the conditions set in D.O. No. 09, s. 2012, <i>Technical Requirements for Civil Works Projects for Public Bidding</i>, which states, among others:</p> <p>If a proposed key Technical personnel is an employee of the bidder and working on another project at the same time of the bidding, the bidder shall submit a certification that (1) the personnel will be pulled-out from the on-going project once the bidder is awarded the contract, and (2) he/she will be replaced with another person with equal or better qualifications, as certified by the Head of the Implementing Office.</p> <p>The bidder may propose a Key Technical Personnel who is not its employee provided that the said personnel is required to submit a certification that he/she will work for the bidder if it is awarded the contract under bidding.</p> <p>These Certifications shall be included in the first/technical envelope of the sealed bid.</p>	<i>Key Personnel</i>	<i>No. of Personnel</i>	<i>Total Experience (years)</i>	<i>Same Position in Similar Works (years)</i>	DPWH Accredited Project Engineer	1	5	5	Construction Foreman	1	5	5	DPWH Accredited Materials Engineer	1	1	1	Safety Officer / First Aider	1	1	1
<i>Key Personnel</i>	<i>No. of Personnel</i>	<i>Total Experience (years)</i>	<i>Same Position in Similar Works (years)</i>																		
DPWH Accredited Project Engineer	1	5	5																		
Construction Foreman	1	5	5																		
DPWH Accredited Materials Engineer	1	1	1																		
Safety Officer / First Aider	1	1	1																		

10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1"> <thead> <tr> <th>Plant/Equipment/Capacity</th><th>No. of Units</th></tr> </thead> <tbody> <tr> <td>Cargo / Service Truck 2-5 MT</td><td>1</td></tr> <tr> <td>Applicator Machine</td><td>1</td></tr> <tr> <td>Kneading Machine</td><td>1</td></tr> </tbody> </table> <p>The bidder shall state in their bids a complete technical description of their pledged equipment, whether owned or leased, such as but not limited to the engine number, year model, chassis number, plate number and capacity including the particular place or site where the equipment are located.</p> <p>Attached is the sample form “Annex B” (<i>List of Equipment Pledge to the Contract</i>) in Section IX-Bidding Forms, to be filled up by the bidders during the preparation of bids per D.O. Nos. 58 & 09, Series of 2012.</p> <p>For the Batching Plant, it should be DPWH accredited per D.O. No. 253, Series of 2003 (Accreditation of Asphalt and Portland Cement Concrete Batching Plants – stating that only asphalt and concrete mixes of the highest quality will be used in all public works and highways projects.) and D.O. No. 49, Series of 2004 (Amendment to D.O. No. 253, Series of 2003)</p> <p>The proof of ownership of equipment requirements are copies of current LTO Official Receipt (OR) and Certificate of Registration (CR) of the equipment which should be attached together with the notarized affidavit of ownership. In case of Leased Equipment, a Lease Contract and Affidavit of Commitment should be submitted with the lessor/owner as the pledger of the equipment, stating therein that the equipment will be available for the whole duration of the project.</p> <p>All documents in support of the ownership of equipment pledged (CR-Certificate of Registration and current LTO OR-Official Receipt, if applicable) and other documents photocopied from the original shall be <u>legibly readable</u> and will be authenticated as needed during the post-qualification process.</p>	Plant/Equipment/Capacity	No. of Units	Cargo / Service Truck 2-5 MT	1	Applicator Machine	1	Kneading Machine	1
Plant/Equipment/Capacity	No. of Units								
Cargo / Service Truck 2-5 MT	1								
Applicator Machine	1								
Kneading Machine	1								
12	<i>Not Applicable.</i>								
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration (using Form DPWH-INFR-12) or any of the following forms and amounts:</p> <ol style="list-style-type: none"> Cash or cashier’s/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 (Use Form DPWH-INFR-10 or 11) 2% of ABC 								

	c. Surety bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security 5% of ABC
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	<i>None.</i>
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

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

41. 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.
42. 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.

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

Section V. Special Conditions of Contract

Special Conditions of Contract

SCC Clause	
2	<i>Not Applicable.</i>
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon issuance of <i>NOTICE TO PROCEED</i> .
5	Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to 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 of RA No. 9184 or through a Performance Securing Declaration (PSD) as an alternate Performance Security during a state of calamity or imposition of community quarantine pursuant to GPPB Resolution No. 09-2020 dated May 7, 2020.
6	The site investigation reports are: <i>None</i>
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 detailed Program of Work to the Procuring Entity's Representative within 14 cal. days from the issuance of Notice to Proceed.
11.2	The period between Program of Work updates is <i>thirty (30) days</i> . The amount to be withheld for late submission of an updated Program of Work is <i>1% of the Progress Billing</i> .
13	The amount of the advance payment is 15% of the total Contract Price to be made in lump sum or, at the most, two installment (7.5%)
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is not applicable. The date by which "As-Built" drawings are required is thirty (30) calendar days from completion of the project.
15.2	The amount to be withheld for failing to produce "As-Built" drawings by the date required is 1% of the final contract amount.

Section VI. Specifications

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.

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.

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

Section VII. Drawings

[Please refer to the attached files]

Section VIII. Bill of Quantities

Contract ID: 25IL0080**Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES**

**Location: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY,
SOUTHERN LEYTE**

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (PESOS)	AMOUNT (PESOS)
B.4(10)	Miscellaneous Survey and Staking	L.S.	1.000	In words: Pesos _____ In Figures: Php _____	In figures: Php _____ _____
B.5	Project Billboard / Signboard	each	3.000	In words: Pesos _____ In Figures: Php _____	In figures: Php _____ _____
B.7(2)	Occupational Safety and Health Program (Construction Safety and Health)	L.S.	1.000	In words: Pesos _____ In Figures: Php _____	In figures: Php _____ _____
B.8(1)	Traffic Management	month	2.000	In words: Pesos _____ In Figures: Php _____	In figures: Php _____ _____
B.9	Mobilization / Demobilization	L.S.	1.000	In words: Pesos _____ In Figures: Php _____	In figures: Php _____ _____
411(1)	Paint (Repainting of Various Existing Installed Guardrails, Post & Chevron G.I Posts)	sq.m	50.000	In words: Pesos _____ In Figures: Php _____	In figures: Php _____ _____
411(2)	Repainting of Various Bridges	sq.m	141.760	In words: Pesos _____ In Figures: Php _____	In figures: Php _____ _____
612(1)	Reflectorized Thermoplastic Pavement Markings (White)	sq.m	1,702.720	In words: Pesos _____ In Figures: Php _____	In figures: Php _____ _____
612(2)	Reflectorized Thermoplastic Pavement Markings (Yellow)	sq.m	90.000	In words: Pesos _____ In Figures: Php _____	In figures: Php _____ _____

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

Submitted By:

Name & Signature of the Bidder's Representative:

Position:

Date: _____

Name of Bidder:

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

(All Parts of Bill of Quantities)

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
Total Amount		

Total of All Amounts in Words

 _____ and
 _____ centavos

Name _____ in the capacity of _____

Signed _____
Date _____

Duly authorized to sign the Bid for and Behalf of

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Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

Section IX. Checklist of Technical and Financial Documents

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

Contract ID:

Contract Name:

Location of the Contract:

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)

TOTAL AMOUNT OF BID

- 1 PhilGEPS Certificate of Registration and Membership
- 2 a. If not enrolled in CWR: following Class A and B Documents not covered by PhilGEPS Certificate.
 - (1) PCAB License and Registration
 - (2) Statement of All Ongoing Government and Private Projects
 - (3) SLCC
 - (4) NFCC Computation and Statement of Total Assets and Liabilities
 - (5) JVA, if applicable
- b. If enrolled in CWR: Class A and B Documents in CWR, if any, to be updated.

Tab. No.	Implementing Unit	BAC Member	BAC Member	BAC Member	BAC Chairperson
3	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 ABC))	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				
Bid Security in Prescribed Form, Amount and Validity Period.					
4	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)				
4.	Omnibus Sworn Statement in the form prescribed by GPPB - 8 items				
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 No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

Contract ID:

Contract Name:

Location of the Contract:

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) :

TOTAL AMOUNT OF BID AS READ

		Tab No.	Implementing Unit	BAC Member	BAC Member	BAC Member	BAC Chairperson
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

Section X. Bidding Forms (BFs)

The Bidder shall use the Bidding Forms (BFs) listed below in preparing its Bid and, in case it is awarded the contract, in preparing the documents required to perfect the contract.

DPWH-INFR-09: Bid Form

DPWH-INFR-12: Form of Bid Securing Declaration

DPWH-INFR-13: Contractor's Organizational Chart for the Contract

DPWH-INFR-14: List of Contractor's Key Personnel to be assigned to the Contract, with their Qualification and Experience Data

Letters of Nominee for Key Personnel

Certificate of Employment of Key Personnel

Bio-Data of Key Personnel

DPWH-INFR-15: List of Contractor's Equipment Unit to be Assigned to the Contract, Supported by Certificates of Availability

Sworn Statement of Availability of the Minimum Materials Testing Equipment

DPWH-INFR-16: Omnibus Sworn Statement Required by RA 9184 - IRR Section 25.2b)iv)

DPWH-INFR-19: Cash Flow by Quarter

DPWH-INFR-49: Contractor's Construction Safety and Health Program

Performance Securing Declaration

The bidder may download these forms from the DPWH website. The bidder may also obtain from the Procuring Entity hard copies of these forms as part of the **BDs** for the contract.

BID FORM

Date: _____
Contract ID No. : _____

To: Department of Public Works and Highways (DPWH)
Southern Leyte District Engineering Office
Ibarra, Maasin City, Southern Leyte

Having examined the Bidding Documents (BDs) including the Supplemental or Bid Bulleting Numbers _____, the receipt of which is hereby duly acknowledged, we the undersigned, declare that:

- a. We have no reservation to the Bidding Documents (BDs), including 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 BDs;
- 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 period stated in the BDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of **[insert percentage amount]** percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB Guidelines for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your Notice of Award, shall constitute a binding contract between us, until a formal Contract Agreement 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 Department of Public Works and Highways Southern Leyte District Engineering Office.

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

1. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

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

BID-SECURING DECLARATION

Contract ID No.:

Contract Name:

Location of the Contract:

To: Department of Public Works and Highways (DPWH)
Southern Leyte District Engineering Office
Ibarra, Maasin City, Southern Leyte

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 the 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 Section 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/We are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/We failed to timely file a request for reconsideration or (ii) I/We filed a waiver to avail of said right; and
 - (c) I/We are declared as the bidder with Lowest Calculated and 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 _____ 2020
at _____.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2017 at _____, Philippines, Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[Insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with No. _____

Witness my hand and seal this ____ day of _____ 2016.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. ____ *[date issued]*, *[place issued]*

IBP No. ____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

Note: This must be dry-sealed.

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

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.

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

Name and Signature of Bidder's Representative

Date:

Position

Name of Bidder

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

Date of Issuance

MANOLO A. ROJAS

District Engineer

Department of Public Works and Highways (DPWH)

Southern Leyte District Engineering Office

Ibarra, Maasin City, Southern Leyte

Dear Sir:

Supplementing our Organizational Chart for the above stated 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 above stated Contract if it is awarded to us:

Proposed Position (as applicable)	Name	Years of Experience	
		Similar and Related	Similar Position
Project Engineer			
Construction Foreman			
Materials Engineer			
Safety Officer / First Aider			
Others (Specify)			

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 perspective positions in accordance with the provisions of the Contract, including the Conditions of Contract, Specifications, and Drawings, and that they shall be personally present in the jobsite during the period of their assignment in the Contract.
4. In the event that we choose to replace any of the abovementioned key personnel, we shall submit to you in writing at least fourteen (14) days before making the replacement, for your approval, the name and biodata of the proposed replacement whose qualifications shall be equal to or better than that of the person to be replace.
5. We understand that any violation of the above stated 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

LETTER OF NOMINEE FOR PROJECT MANAGER

(Date)

MANOLO A. ROJAS

District Engineer

Department of Public Works and Highways (DPWH)

Southern Leyte District Engineering Office

Ibarra, Maasin City, Southern Leyte

Sir:

Supplementing our Confidential Application Statement for Eligibility for the Proposed Construction of (name of project and location), I/we have the honor to submit and certify herewith to be true and correct, the following pertinent information:

1. That I/we have engaged and contracted the services of Mr. _____, hereinafter called the Project Manager, a registered Civil Engineer with Professional License Certificate No. _____ issued on _____ and who has paid his Professional Tax for the current year, dated _____ and who was performed the same duties in the construction of the projects enumerated in his/her Certificate of Employment and Bio-Data;
2. That said Engineer shall be appointed and designated by us as Project Manager to personally perform the same duties in the above-mentioned Project, if and when the same is awarded in our favor;
3. That said Engineer shall employ the best care, skills and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions and other provisions embodied in the proposed Contract;
4. That said Engineer shall be personally present at the jobsite to supervise the phase of construction work pertaining to his assignment as Project Manager all the time;
5. That, in order to guarantee that said Engineer shall manage and supervise properly and be personally present in the Project, he is hereby required to secure a certification of appearance from the DPWH Engineer at the end of every month. That I/we shall not start the work without the Project Manager at the jobsite;
6. That in the event that I/we elect or choose to replace the said Project Manager with another Engineer, the Head, Implementing Office of the DPWH will be notified by us accordingly in writing at least twenty one (21) days before making replacement;
7. That the name of the proposed new Project Manager, his qualifications, his experience, list of projects undertaken and other relevant information, shall be submitted to the DPWH for prior approval; and
8. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the DPWH.

Very truly yours,

(Contractor)

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

CONCURRED IN:

(Project Manager)

(Address)

LETTER OF NOMINEE FOR PROJECT ENGINEER/RESIDENT ENGINEER

(Date)

MANOLO A. ROJAS

District Engineer

Department of Public Works and Highways (DPWH)

Southern Leyte District Engineering Office

Ibarra, Maasin City, Southern Leyte

Sir:

Supplementing our Confidential Application Statement for Eligibility for the Proposed Construction of (name of project and location), I/we have the honor to submit and certify herewith, to be true and correct, the following pertinent information:

1. That I/we have engaged and contracted the services of Mr./Ms. _____, hereinafter called the Project Engineer/Resident Engineer, a registered Civil Engineer with Professional License Certificate No. _____ issued on _____ and who has paid his Professional Tax for the current year, dated _____ and who was performed the same duties in the construction of the projects enumerated in his/her Certificate of Employment and Bio-Data;
2. That said Engineer shall be appointed and designated by us as Project Engineer/ Resident Engineer to personally perform the same duties in the above-mentioned Project, if and when the same is awarded in our favor;
3. That said Engineer shall employ the best care, skills and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, and other provisions embodied in the proposed Contract;
4. That said Engineer shall be personally present at the jobsite to supervise the phase of construction work pertaining to his assignment as Project Engineer all the time;
5. That, in order to guarantee that said Engineer shall manage and supervise properly and be personally present in the Project, he is hereby required to secure a certification of appearance from the DPWH Engineer at the end of every month. That I/we shall not start the work without the Project Engineer at the jobsite;
6. That in the event that I/we elect or choose to replace the said Project Engineer/ Resident Engineer with another Engineer, the Head, Implementing Office of the DPWH will be notified by us accordingly in writing at least twenty one (21) days before making replacement;
7. That the name of the proposed new Project Engineer/Resident Engineer, his qualifications, his experience, list of projects undertaken and other relevant information, shall be submitted to the DPWH for prior approval; and
8. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the DPWH.

Very truly yours,

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

(Contractor)

CONCURRED IN:

(Project Engineer/Resident Engineer)

(Address)

.

LETTER OF NOMINEE FOR GEODETIC ENGINEER

(Date)

MANOLO A. ROJAS

District Engineer

Department of Public Works and Highways (DPWH)

Southern Leyte District Engineering Office

Ibarra, Maasin City, Southern Leyte

Sir:

Supplementing our Confidential Application Statement for Eligibility for the Proposed Construction of (name of project and location), I/we have the honor to submit and certify herewith, to be true and correct, the following pertinent information:

1. That I/we have engaged and contracted the services of Mr./Ms. _____, hereinafter called the Geodetic Engineer, a registered Civil Engineer with Professional License Certificate No. _____ issued on _____ and who has paid his Professional Tax for the current year, dated _____ and who was performed the same duties in the construction of the projects enumerated in his/her Certificate of Employment and Bio-Data;
2. That said Engineer shall be appointed and designated by us as Geodetic Engineer to personally perform the same duties in the above-mentioned Project, if and when the same is awarded in our favor;
3. That said Engineer shall employ the best care, skills and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, and other provisions embodied in the proposed Contract;
4. That said Engineer shall be personally present at the jobsite to supervise the phase of construction work pertaining to his assignment as Project Engineer all the time;
5. That, in order to guarantee that said Engineer shall manage and supervise properly and be personally present in the Project, he is hereby required to secure a certification of appearance from the DPWH Engineer at the end of every month. That I/we shall not start the work without the Project Engineer at the jobsite;
6. That in the event that I/we elect or choose to replace the said Geodetic Engineer with another Engineer, the Head, Implementing Office of the DPWH will be notified by us accordingly in writing at least twenty one (21) days before making replacement;
7. That the name of the proposed new Geodetic Engineer, his qualifications, his experience, list of projects undertaken and other relevant information, shall be submitted to the DPWH for prior approval; and
8. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the DPWH.

Very truly yours,

(Contractor)

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

CONCURRED IN:

(Geodetic Engineer)

(Address)

LETTER OF NOMINEE FOR MATERIALS ENGINEER

(Date)

MANOLO A. ROJAS

District Engineer

Department of Public Works and Highways (DPWH)

Southern Leyte District Engineering Office

Ibarra, Maasin City, Southern Leyte

Sir:

Supplementing our Confidential Application Statement for Eligibility for the Proposed Construction of (project name and location), I/we have the honor to submit and certify herewith to be true and correct, the following pertinent information:

1. That I/we have engaged and contracted the services of Mr./Ms. _____, hereinafter called the Materials Engineer, a registered Civil Engineer with Professional License Certificate No. _____ issued on _____ and who has paid his Professional Tax for the current year, dated _____ and who was performed the same duties in the construction of the projects enumerated in his/her Certificate of Employment and Bio-Data:
2. That said Engineer shall be appointed and designated by us as Materials Engineer to personally perform the same duties in the above-mentioned Project, if and when the same is awarded in our favor;
3. That said Engineer shall employ the best care, skills and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, and other provisions embodied in the proposed Contract;
4. That said Engineer shall be personally present at the jobsite to supervise the phase of construction work pertaining to his assignment as Materials Engineer all the time;
5. That, in order to guarantee that said Engineer shall manage and supervise properly and be personally present in the Project, he is hereby required to secure a certification of appearance from the DPWH Engineer at the end of every month. That I/we shall not start the work without the Materials Engineer at the jobsite;
6. That in the event that I/we elect or choose to replace the said Materials Engineer with another Engineer, the Head, Implementing Office of the DPWH will be notified by us accordingly in writing at least twenty one (21) days before making replacement;
7. That the name of the proposed new Materials Engineer, his qualifications, his experience, list of projects undertaken and other relevant information, shall be submitted to the DPWH for prior approval; and
8. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the DPWH.

Very truly yours,

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

(Contractor)

CONCURRED IN:

(Materials Engineer)

(Address)

LETTER OF NOMINEE FOR FOREMAN

(Date)

MANOLO A. ROJAS

District Engineer

Department of Public Works and Highways (DPWH)

Southern Leyte District Engineering Office

Ibarra, Maasin City, Southern Leyte

Sir:

Supplementing our Confidential Application Statement for Eligibility for the Proposed Construction of (name of project and location), I/we have the honor to

submit and certify herewith to be true and correct, the following pertinent information:

1. That I/we have engaged and contracted the services of Mr. _____, hereinafter called the Foreman, who has performed the same duties in the construction of the projects enumerated in his/her Certificate of Employment and Bio-Data;
2. That said person shall be appointed and designated by us as our Foreman to personally perform the same duties in the above-mentioned Project, if and when the same is awarded in our favor;
3. That said Foreman shall employ the best care, skills and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, and other provisions embodied in the proposed Contract;
4. That said Foreman shall be personally present at the jobsite to supervise the phase of construction work pertaining to his assignment as Foreman all the time;
5. That, in order to guarantee that said Foreman shall manage and supervise properly and be personally present in the Project, he is hereby required to secure a certification of appearance from the DPWH Engineer at the end of every month. That I/we shall not start the work without the Foreman at the jobsite;
6. That in the event that I/we elect or choose to replace the said Foreman, the Head, Implementing Office of the DPWH will be notified by us accordingly in writing at least twenty one (21) days before making replacement;
7. That the name of the proposed new Foreman, his qualifications, his experience, list of projects undertaken and other relevant information, shall be submitted to the DPWH for prior approval; and
8. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the DPWH.

Very truly yours,

(Contractor)

CONCURRED IN:

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

(Foreman)

(Address)

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

PROJECT MANAGER'S CERTIFICATE OF EMPLOYMENT

(Date)

MANOLO A. ROJAS

District Engineer

Department of Public Works and Highways (DPWH)

Southern Leyte District Engineering Office

Ibarra, Maasin City, Southern Leyte

Sir:

I am a licensed Civil Engineer with Professional License No. _____ issued on _____ at _____.

I hereby certify that _____ contracted my services as Project Manager on the _____, if awarded to him.

The following projects had been supervised by me as Project Manager (mention only projects of same nature as aforesaid Contract);

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following on-going projects:

NAME OF PROJECT	OWNER	COST	% ACCOMPLISHED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the Department of Public Works and Highways at least twenty-one (21) days before the effective date of my separation.

I have read carefully and will abide by the conditions required of me in the Contractor's Confidential Application Statement for Pre-qualification of the above Contractor.

As Project Manager, I know I will have to stay in the Project all the time to supervise and manage the Project to the best of my ability, and am aware that I am authorized to handle only one (1) project at a time.

I did not allow the use of my name for the purpose only of enabling the above-mentioned Contractor to qualify for the Project without any firm intention on my part to assume the post as Project Manager if the Project is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as Project Manager in any future bidding or employment for any Contractor doing

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

business with the Department of Public Works and Highways.

(Signature of Project Manager)

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of, affiant exhibiting to me his
Residence Tax Certificate No. _____ issued on _____ at _____.

Notary Public

PTR No. _____

Until _____

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

PROJECT ENGINEER'S/RESIDENT ENGINEER'S CERTIFICATE OF EMPLOYMENT

(Date)

MANOLO A. ROJAS

District Engineer

Department of Public Works and Highways (DPWH)

Southern Leyte District Engineering Office

Ibarra, Maasin City, Southern Leyte

Sir:

I am a licensed Civil Engineer with Professional License No. _____ issued on _____ at _____.

I hereby certify that _____ contracted my services as Project Engineer/Resident Engineer on the _____, if awarded to him.

The following projects had been supervised by me as Project Engineer/Resident Engineer (mention only projects of same nature as aforesaid Contract);

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following on-going projects:

NAME OF PROJECT	OWNER	COST	% ACCOMPLISHED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the Department of Public Works and Highways at least twenty-one (21) days before the effective date of my separation.

I have read carefully and will abide by the conditions required of me in the Contractor's Confidential Application Statement for Pre-qualification of the above Contractor.

As Project Engineer/ Resident Engineer, I know I will have to stay in the Project all the time to supervise and manage the Project to the best of my ability, and am aware that I am authorized to handle only ONE (1) project at a time.

I did not allow the use of my name for the purpose only of enabling the above-mentioned Contractor to qualify for the Project without any firm intention on my part to assume the post as Project Engineer/ Resident Engineer if the Project is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as Project Engineer/ Resident Engineer in any future bidding or employment for

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

any Contractor doing business with the Department of Public Works and Highways.

(Signature of Project Engineer)

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

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of, affiant exhibiting to me his
Residence Tax Certificate No. _____ issued on _____ at _____.

Notary Public

PTR No. _____

Until _____

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

MATERIALS ENGINEER'S CERTIFICATE OF EMPLOYMENT

(Date)

MANOLO A. ROJAS

District Engineer

Department of Public Works and Highways (DPWH)

Southern Leyte District Engineering Office

Ibarra, Maasin City, Southern Leyte

Sir:

I am a licensed Civil Engineer with Professional License No. _____ issued on _____ at _____.

I hereby certify that _____ contracted my services as Materials Engineer on the _____, if awarded to him.

The following projects had been supervised by me as Project Materials Engineer (mention only projects of same nature as aforesaid Contract);

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following on-going projects:

NAME OF PROJECT	OWNER	COST	% ACCOMPLISHED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the Department of Public Works and Highways at least TWENTYONE (21) days before the effective date of my separation.

I have read carefully and will abide by the conditions required of me in the Contractor's Confidential Application Statement for Pre-qualification of the above Contractor.

As Materials Engineer, I know I will have to stay in the Project all the time to supervise and manage the Project to the best of my ability, and am aware that I am authorized to handle only ONE (1) project at a time.

I did not allow the use of my name for the purpose only of enabling the above-mentioned Contractor to qualify for the Project without any firm intention on my part to assume the post as Materials Engineer if the Project is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as Materials Engineer in any future bidding or employment for any Contractor doing business with the Department of Public Works and Highways.

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

(Signature of Materials Engineer)

DRY SEAL

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of, affiant exhibiting to me his
Residence Tax Certificate No. _____ issued on _____ at _____.

Notary Public

PTR No. _____

Until _____

Doc. No. _____

Page No. _____

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Series of _____

FOREMAN'S CERTIFICATE OF EMPLOYMENT

(Date)

MANOLO A. ROJAS

District Engineer

Department of Public Works and Highways (DPWH)

Southern Leyte District Engineering Office

Ibarra, Maasin City, Southern Leyte

Sir:

I hereby certify that Contractor _____ has engaged my services as Foreman on the _____, if awarded to him.

The following projects had been supervised by me as Foreman (mention only projects of same nature as aforesaid Contract);

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following on-going projects:

NAME OF PROJECT	OWNER	COST	% ACCOMPLISHED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I have read carefully and will abide by the conditions required of me in the Contractor's Confidential Application Statement for Pre-qualification of the above Contractor.

As Foreman, I know I will have to stay in the Project all the time to supervise and manage the Project to the best of my ability, and am aware that I am authorized to handle only one (1) project at a time.

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the Department of Public Works and Highways at least twenty-one (21) days before the effective date of my separation.

I did not allow the use of my name for the purpose only of enabling the above-mentioned Contractor to qualify for the Project without any firm intention on my part to assume the post as Foreman if the Project is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as Foreman in any future bidding or employment for any Contractor doing business with the Department of Public Works and Highways.

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

(Signature of Foreman)

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

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of, affiant exhibiting to me his
Residence Tax Certificate No. _____ issued on _____ at _____.

Notary Public

PTR No. _____
Until _____

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

BIO-DATA

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Tax Identification No. (TIN) _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of staff member and authorized representative of the firm]

Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

Contract ID No.:

Contract Name:

Location of the Contract:

Contract ID No.: 25IL0080
Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES
Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

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

Business Name :
Business Address :

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

¹Attached are copies of Sales Invoice / Registration Certificate from LTO.

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

³Attached are the certifications from the vendors that the equipment 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:

Names and Signature of Bidder's Representative

Date:

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

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

SWORN STATEMENT OF AVAILABILITY OF THE MINIMUM MATERIALS TESTING EQUIPMENT

(Pursuant to DPWH Department Order No. 138, Series of 2015)

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 construction materials during the implementation of the above-named project;
4. That this affidavit is being executed by the undersigned in compliance with DPWH Department Order No. 80, Series of 1990 as amended by D.O. No. 8, series of 1996 and to attest to the facts stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 201__ at _____.

REPUBLIC OF THE PHILIPPINES)
CITY OF TACLOBAN) 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 2017

Omnibus Sworn Statement

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 Department of Public Works and Highways Southern Leyte District Engineering Office, 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 the *[Name of Project]* of the Department of Public Works and Highways Southern Leyte District Engineering Office, 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;
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder in compliance with the Bidding Documents which includes:
- a) Carefully examining all of the Bidding Documents;
 - b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under 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

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2015,
affiant exhibiting to me his/her BIR TIN No. _____.

Notary Public

Until _____

PTR No. _____

Date _____

TIN _____

Doc No. _____

Page No. _____

Book No. _____

Series of _____

Contract ID No.:
Contract Name:
Location of the Contract:

Contract ID No.: 25IL0080
Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES
Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

CASH FLOW BY QUARTER

		<u>150</u> Calendar Days							
PARTICULAR	TOTAL	<u>YEAR 2018</u>				<u>YEAR 2019</u>			
		1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.	1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.
ACCOMPLISHMENT, (in %)	100%								
CASH FLOW, (in PhP)									
CUMULATIVE ACCOMPLISHMENT, (in %)	100%								
CUMULATIVE CASH FLOW, (in PhP)									

PARTICULAR	TOTAL	YEAR _____				YEAR _____			
		1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.	1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.
	100%								
ACCOMPLISHMENT, (in %)									
CASH FLOW, (in PhP)									
CUMULATIVE ACCOMPLISHMENT, (in %)	100%								
CUMULATIVE CASH FLOW, (in PhP)									

Submitted by:

Name and Signature of Bidder's Representative
Position
Name of Bidder

Date: _____

CONTRACTOR'S CONSTRUCTION SAFETY AND HEALTH PROGRAM

Date

TO: MANOLO A. ROJAS

District Engineer

Department of Public Works and Highways (DPWH)

Southern Leyte District Engineering Office

Asuncion, Maasin City, Southern Leyte

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

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

Submitted by:

Name and Signature of Authorized Officer of the Bidder
Position

PERFORMANCE SECURING DECLARATION

Contract ID No.:

Contract Name:

Location:

To: Department of Public Works and Highways
Southern Leyte District Engineering Office
Ibarra, Maasin Southern Leyte

I/We the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/We shall submit a Performance Securing Declaration within a maximum of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. Issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. Replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of R.A. No. 9184 as required by the end-user.

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

[Insert Name of Bidder or its Authorized Representative]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2015,

Contract ID No.: 25IL0080

Contract Name: REPAIR MAINTENANCE OF NATIONAL ROADS AND BRIDGES

Location of the Contract: SOUTHERN LEYTE 1ST ENGINEERING OFFICE, IBARRA, MAASIN CITY, SOUTHERN LEYTE

affiant exhibiting to me his/her BIR TIN No. _____.

Notary Public

Until _____

PTR No. _____

Date _____

TIN _____

Doc No. _____

Page No. _____

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