

PHILIPPINE BIDDING DOCUMENTS

Construction of 55 - Unit Housing with 2kW Hybrid Solar Energy for Marawi IDPs within Marawi City of Marawi Rehabilitation Program – Project Management Office (MRP- PMO)

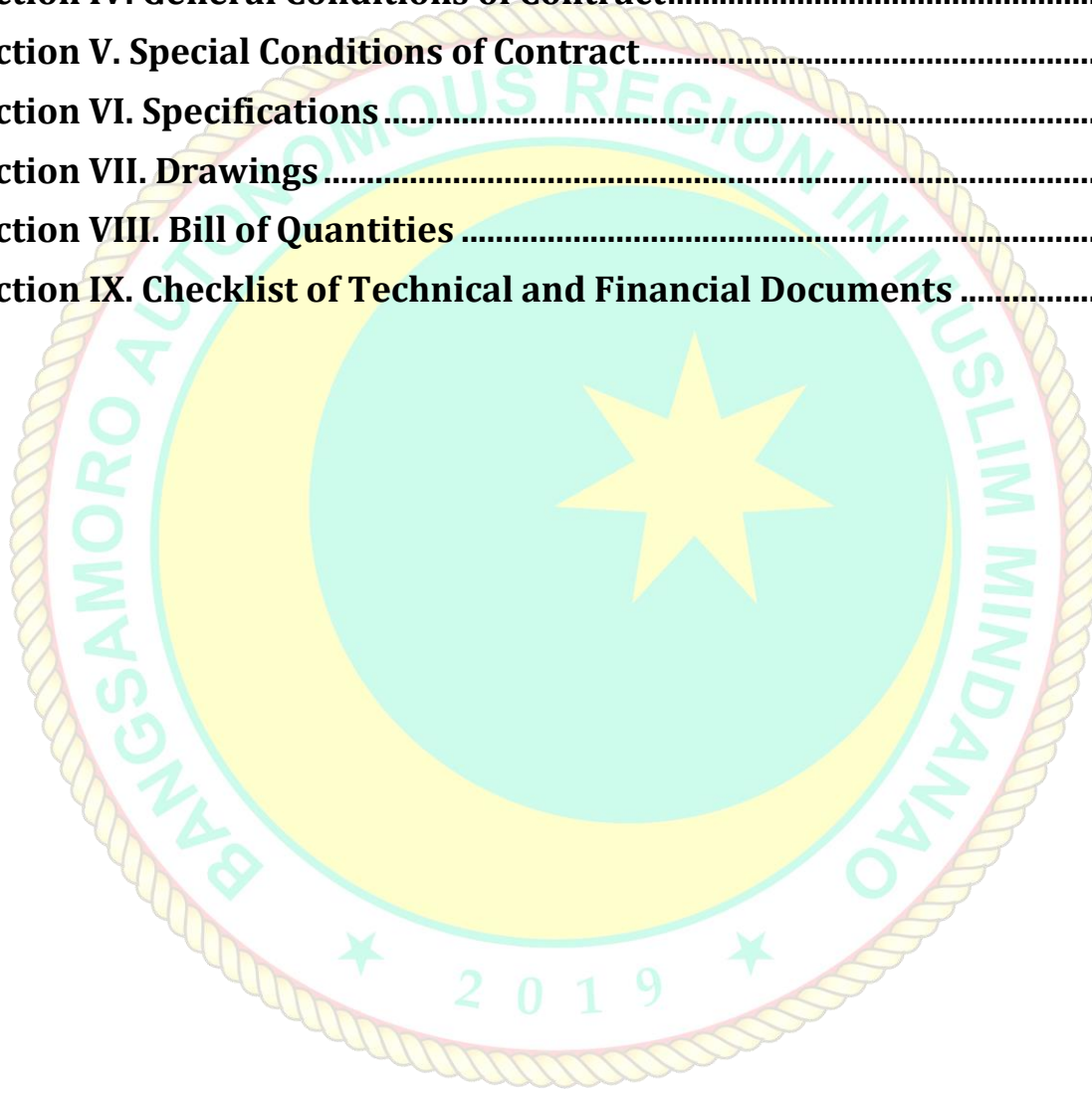
Government of the Republic of the
Philippines

**Sixth Edition
July 2020**

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Section I. Invitation to Bid



Republic of the Philippines
BANGSAMORO AUTONOMOUS REGION IN MUSLIM MINDANAO
OFFICE OF THE CHIEF MINISTER
BIDS AND AWARDS COMMITTEE

Bangsamoro Government Center, Governor Gutierrez Avenue, Rosary Heights VII, Cotabato City 9600

Invitation to Bid for
**Construction of 55 - Unit Housing with 2kW Hybrid
Solar Energy for Marawi IDPs within Marawi City of
Marawi Rehabilitation Program – Project Management
Office (MRP-PMO)**

IB No.: MRP-112024-001

1. The **Office of the Chief Minister, Bangsamoro Autonomous Region in Muslim Mindanao (OCM-BARMM)**, through the **Government Appropriations Act of Bangsamoro 2023** intends to apply the sum of **Sixty-One Million Nine Hundred Eighty-Two Thousand One Hundred Seventy-Five Pesos (PHP 61,982,175.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Construction of 55 - Unit Housing with 2kW Hybrid Solar Energy for Marawi IDPs within Marawi City of Marawi Rehabilitation Program – Project Management Office (MRP-PMO)**.

Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The **OCM-BARMM** now invites bids for the above Procurement Project. Completion of the Works is required **180 Calendar Days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from **OCM-BARMM** and inspect the Bidding Documents at the address given below from **8:00 AM – 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders from **November 7 to 27, 2024, 8:30 a.m., during office hours**, from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, in the amount of **Fifty Thousand Pesos (PHP 50,000.00)**, pursuant

to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The bidder or its duly authorized representative shall present the following documents when purchasing the bidding documents, to wit:

- a. Letter of Intent;
 - b. Proof of Authority. i.e., Special Power of Attorney or Secretary's Certificate; and
 - c. Valid Government issued I.D of the owner or its duly authorized representative.
6. The OCM-BARMM will hold a **Pre-Bid Conference¹** on **November 15, 2024, 9:00 a.m.** via **Zoom Teleconference**, which shall be open to prospective bidders. The zoom details may be requested at ocmbac@bangsamoro.gov.ph.
 7. Bids must be duly received by the BAC Secretariat through manual submission at **3rd floor, Bangsamoro Development and Authority (BPDA) Conference Hall 1, BPDA, Bangsamoro Government Center, Cotabato City, on or before November 27, 2024, 8:30 a.m.** Late bids shall not be accepted.
 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
 9. Bid opening shall be on **November 27, 2024, 9:00 a.m. at 3rd floor, Bangsamoro Development and Authority (BPDA) Conference Hall 1, BPDA, Bangsamoro Government Center, Cotabato City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
 10. The **OCM-BARMM** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 11. **For further information, please refer to:**

a. Sale of Bidding b. Query on How to submit bids c. Links for online connectivity for procurement activities	Bids and Awards Committee Secretariat ocmbac@bangsamoro.gov.ph 0917-831-7214
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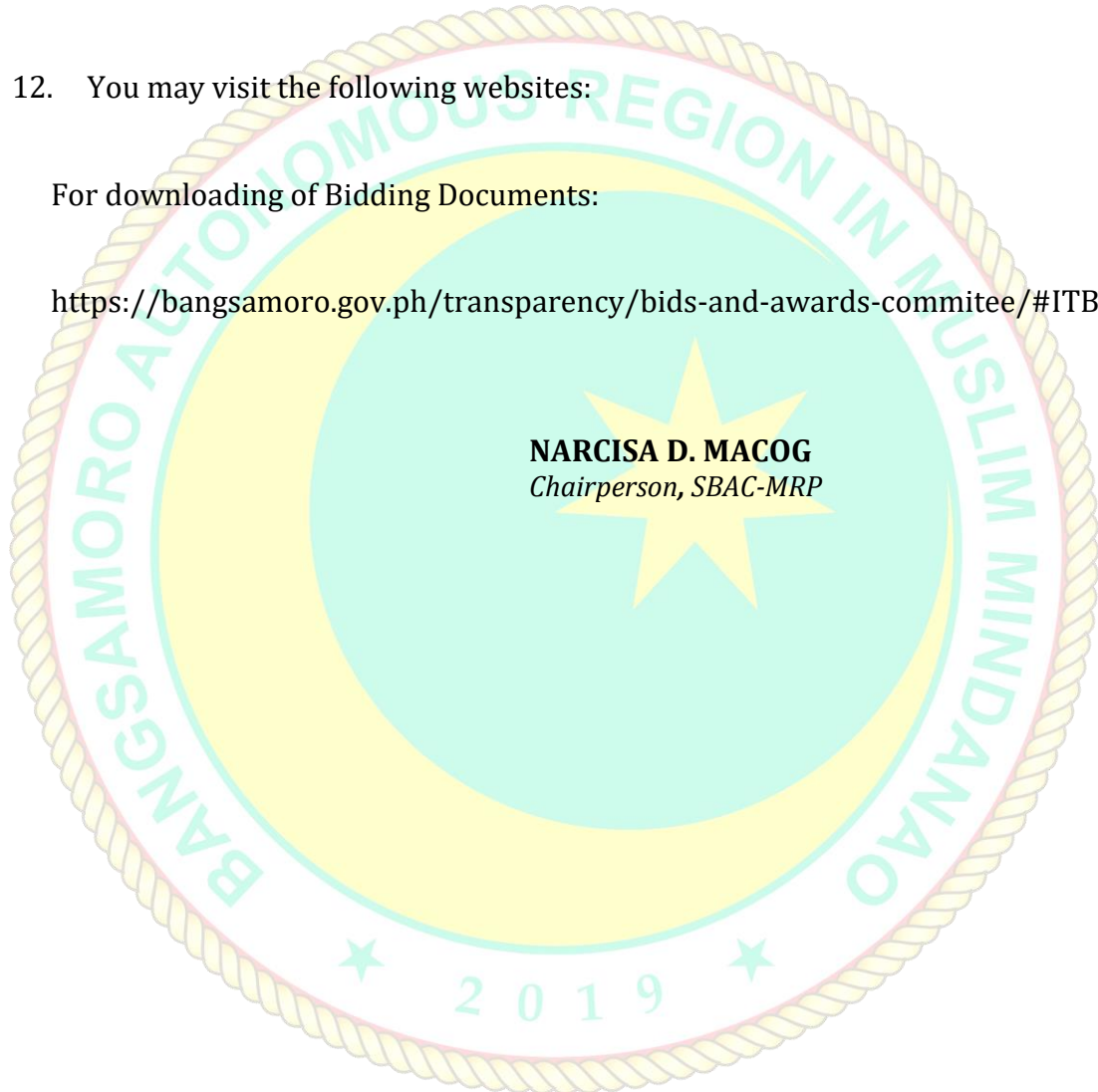
¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

d. Written Clarifications on the project	
Plans, Drawings, and Bill of Quantities	MRP-PMO mrp@bangsamaoro.gov.ph <u>afu.mrp@gmail.com</u> 0912 - 441 - 0991

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://bangsamoro.gov.ph/transparency/bids-and-awards-committee/#ITB>



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **OCM-BARMM** invites Bids for the **Construction of 55 - Unit Housing with 2kW Hybrid Solar Energy for Marawi IDPs within Marawi City of Marawi Rehabilitation Program - Project Management Office (MRP-PMO)** with Project Identification Number MRP-112024-001.

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 **Government Appropriations Act of Bangsamoro 2023** in the amount of **PHP 61,982,175.00**.

2.2. The source of funding is: **NGA, the General Appropriations Act or Special Appropriations.**

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: **Subcontracting is not allowed.**

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 **3rd Floor Bangsamoro Planning and Development Authority (BPDA) Conference Hall 1, BPDA, Bangsamoro Government Center, Cotabato City** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. Payment of the contract price shall be made in: Philippine Pesos.

15. Bid Security

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

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post Qualification

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

21. Signing of the Contract

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





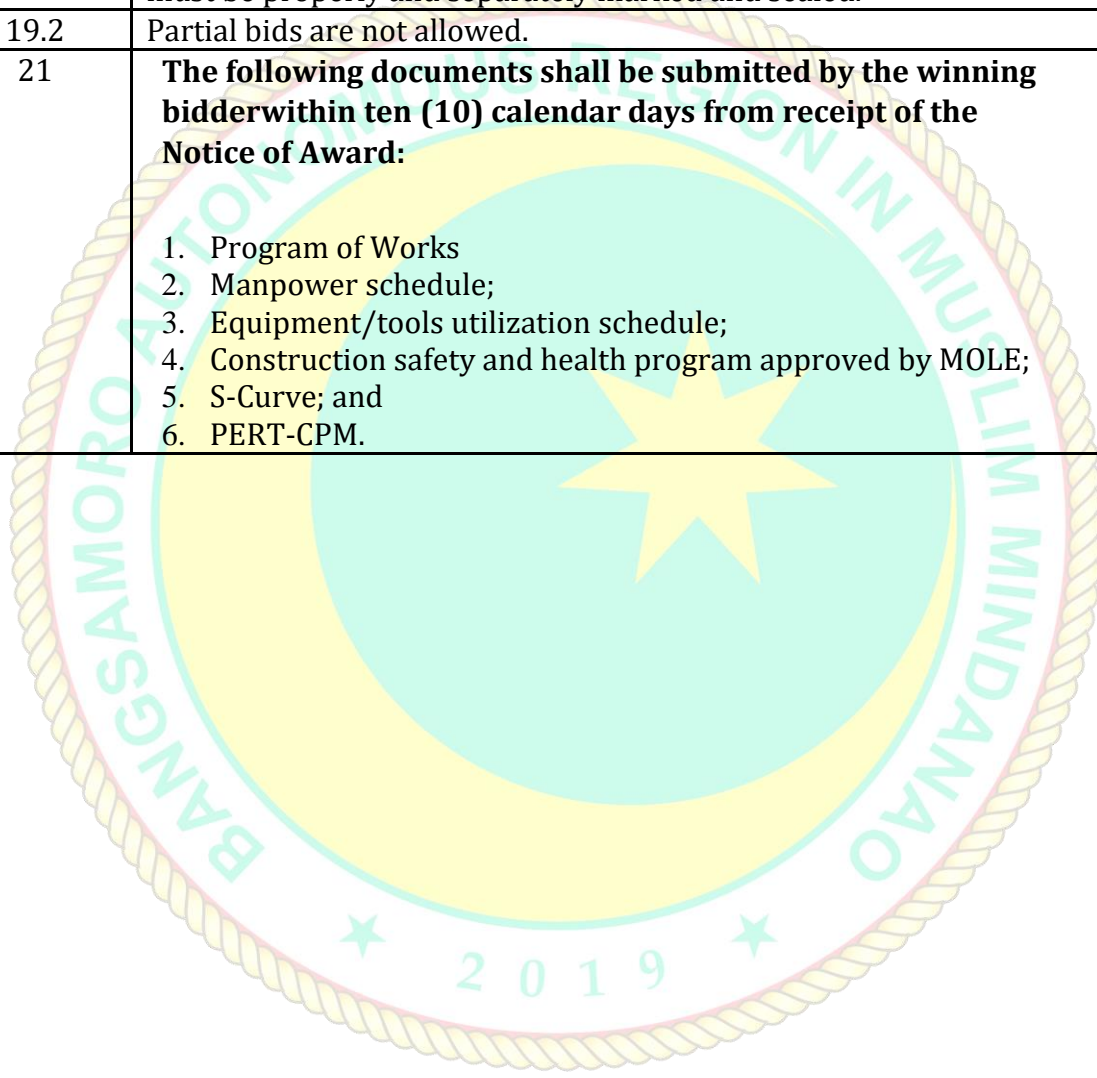
Section III. Bid Data Sheet

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: <ul style="list-style-type: none"> a. Contract for construction of building or any other contracts analogous thereto; and b. at least equivalent to the 50% of the ABC. 		
7.1	Not applicable.		
10.3	PCAB License Requirement is: Size Range : Medium A License Category: B		
10.4	The key personnel must meet the required minimum years of experience set below:		
	Key Personnel	General Experience	Minimum Relevant Experience
	1 Project Engineer	Construction	5 years
	1 Safety Officer	Construction Safety and Health	3 years
	1 Materials Engineer	Quality Assurance	3 years
	1 Construction Foreman	Supervision	5 years
	1 Health Personnel	Basic Healthcare in Construction	1 year
	1 Electrical Engineer	Electrical Installation	2 years
	7 Skilled Laborer (Welder, Mason, Carpentry, Painter, Tile Setter, Electrician, Plumber)	Construction	1 year
10.5	The minimum major equipment requirements are the following:		
	Equipment	Minimum Specifications	Minimum Number of Units
	Dump Truck	12 cu. yd.	2
	Payloader	1.50 cu. m./1.95 cu. yd.	1
	Bulldozer	D6H Series II PSDS/DD Tools	1

	Backhoe	0.80 cu. M.	1
	One Bagger Mixer	4-6 cu.ft./min	1
	Bar Cutter	25 mm max., single phase	1
	Bar Bender	25 mm max., three (3) phase or single phase	1
	Truck Mounted Crane	20-25mt	1
	Welding Machine	500 amp	2
	Cutting Outfit	-	1
	Boom Truck	2-5 mt	1
	Cargo Truck/Delivery Truck	9-10 mt	1
	Chainsaw	-	1
	<p>Availability of all the equipment listed herein shall always be ensured giving priority to this project and further committing that no delay shall transpire due to its absence whatsoever.</p> <p>Presentment of proof of ownership, lease or possession of all the equipment effective within the duration of this project shall be made upon bid submission.</p>		
12	Not applicable.		
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than two percent (2%) of the ABC for each LOT, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than five percent (5%) of the ABC for each LOT if bid security is in Surety Bond. 		
16	<p>Each Bidder are requested to submit one (1) original copy and two (2) certified true copies certified by the owner or its duly authorized representative whose full name and designation should be indicated below the signature.</p> <p>With respect to the documents those are emanating from the bidder should be originally signed by the owner or its duly authorized representative, to</p>		

	<p>wit: Statement of all ongoing government and private contract, Statement of Single Largest Completed Contract, Bid Securing Declaration, Technical Specifications, Omnibus Sworn Statement, Net Financial Contracting Capacity, Bid Form, Bill of Quantities, Detailed Estimates including summary sheet, and Cash Flow by Quarter.</p> <p>Each bidder shall submit its bid proposal to a one mother envelope that shall contain 3 more envelopes containing 3 copies of its technical and financial documents. Each of the 3 envelopes shall contain two more envelopes labeled as technical and financial component. The envelopes must be properly and separately marked and sealed.</p>
19.2	Partial bids are not allowed.
21	<p>The following documents shall be submitted by the winning bidder within ten (10) calendar days from receipt of the Notice of Award:</p> <ol style="list-style-type: none"> 1. Program of Works 2. Manpower schedule; 3. Equipment/tools utilization schedule; 4. Construction safety and health program approved by MOLE; 5. S-Curve; and 6. PERT-CPM.





Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

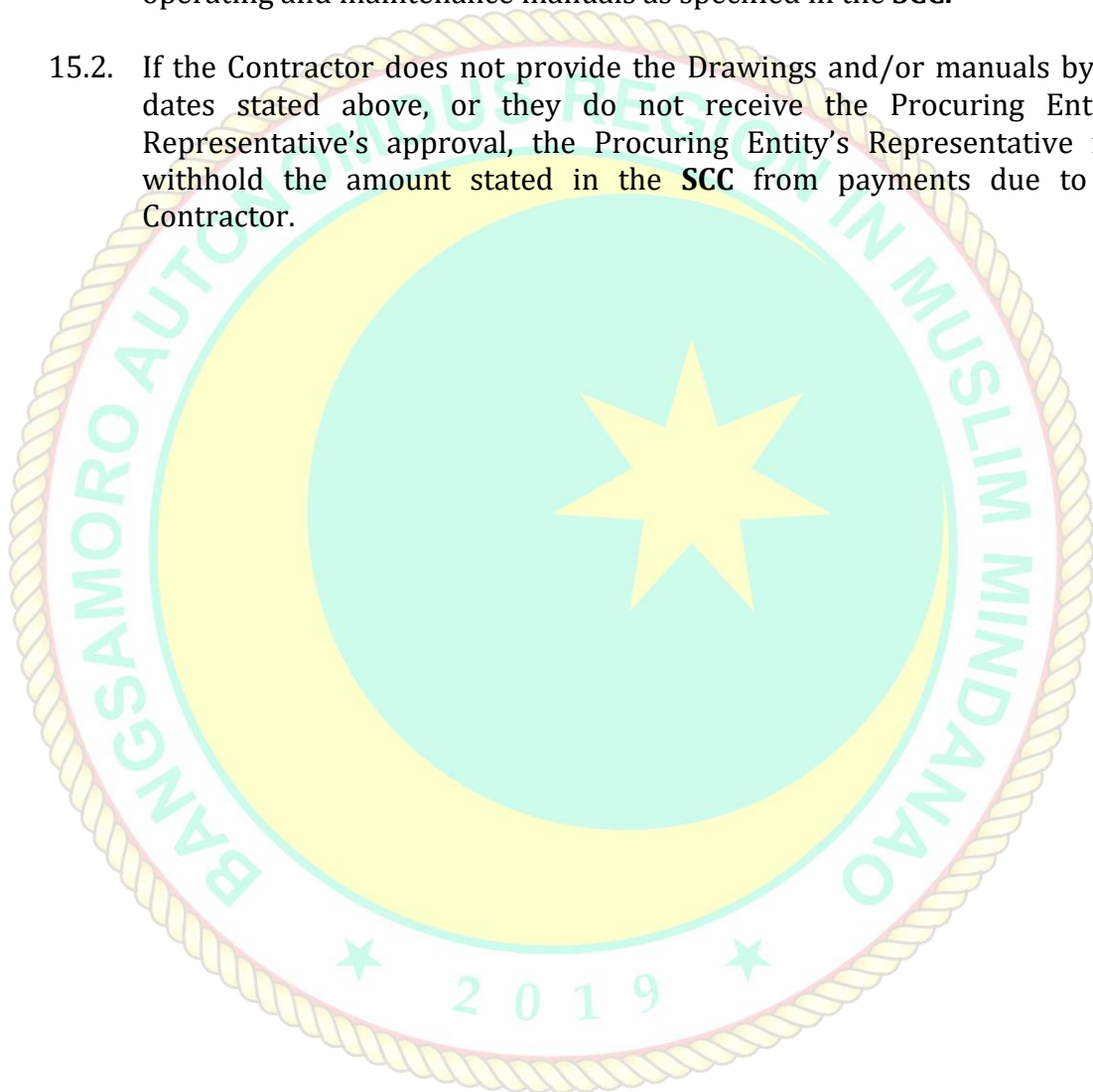
14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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





Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	n/a
4.1	n/a
7.2	Fifteen (15) years.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is [insert amount].
13	The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which operating and maintenance manuals are required upon substantial completion. The date by which "as built" drawings are required upon substantial completion.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is [amount in local currency].

Section VI. Specifications

INTRODUCTION

The Drawings and Specifications are complementary to each other. Drawings are graphic means of showing work to be done. They are particularly suited to showing where materials are located. Thus, drawings exist essentially to show dimension, location and placement. Not all works, however, can be presented in the drawings. Generalized works are usually statement form and hence, the contractor is required to read the specifications carefully.

Specifications, on the other hand, are used to describe the materials, construction techniques, samples, shop drawings, guarantees and other contract requirements. Together, the drawings and the specifications are used to inform the contractor. In cases where the specified brand carries with it the manufacturer's specifications, the manufacturer's specifications shall hold precedence over these specifications.

The Specifications are of the abbreviated type and include incomplete sentences. The selection of the sentence depends on the underlying principles of Specifications:

1. That the Technical Specifications are only one part of the Contract Documents.
2. That the Contract is between the Procuring Entity and the General Contractor and
3. That the General Contractor is the only party responsible for completing the work in accordance with the Contract Documents.

Therefore:

1. Only the General Contractor is referred to in the Specifications so as not to violate the intent of the contract and so as not to undermine the proper chain of command.
2. Any reference to Specialty Trade Contractors in the technical Specifications is made only in so far as selection of Specialty Trade Contractors is made through bidding. Once the Specialty Trade Contractors are selected and assigned to the General Contractor, the General Contractor assumes all the responsibilities for the execution of the whole project in accordance with the Contract Documents. Therefore, in the contract between the Owner and the General Contractor, the Specialty Trade Contractor is not referred to. In all contract Documents, the word "Contractor" means the General Contractor.
4. The omission of the phrase "The Contractor shall" is intentional because the whole Specifications is directed to the Contractor. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings.
5. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying the Specifications is made unless otherwise stated.
6. Where "as directed", "as required", "as permitted", "as authorized", "as approved, accepted" or words of similar import as used, it shall be understood that the direction,

requirements, permission, authorization, approval or acceptance of the Architect is intended unless otherwise stated.

7. As used herein, “provided” shall be understood to mean “provided complete in place,” that is, “furnished and installed”.
8. Most sentences are in the imperative mood. This style is especially suited for instructions covering the installation of products and equipment.

CLARIFICATIONS

All reference to any brand, material, equipment, or systems in the Specifications, plans, and bid documents is indicative of the type and quality of what is required. However, any equal material, equipment, or system can be used.

The list of items of work provided in the scope of works does not in any way limit the responsibility of the Contractor to perform all other works necessary for the completion of the

A. GENERAL CONDITIONS DESCRIPTION OF THE PROJECT

Complete all works for the Construction of 55 - Unit Housing with 2kW Hybrid Solar Energy for Marawi IDPs within Marawi City of Marawi Rehabilitation Program – Project Management Office (MRP-PMO), including the supply of all materials, equipment, and systems, as well as the performance of all necessary labor and processes, in accordance with the plans, specifications, the Bidding Documents, the Terms of References, and other related contract documents.

The contractor is not limited to the scope of works listed. They should verify all plans and actual conditions for the necessity of work. If the actual situation calls for demolition, removal, and relocation he shall include such and all concomitant works to finish as part of the scope of work.

Any discrepancies found between the drawings and specifications and the site conditions or any errors or omissions in the drawings or specifications should be clarified with the Engineer from the Procuring entity.

Should the contractor fail to verify or clarify discrepancies, errors, conflicts or omissions in the drawings and specifications, it shall be deemed that the contractor has included in the preparation of his bid the necessary works, materials, or items needed to satisfy the general scope of works.

B. SCOPE OF WORKS:

Enumerated below are some of the works expected from the contractor. Therefore, the scope is not limited to what has only been written below, some works are implied and

expected. The objective of the project must be met by the implementing contractor before the project may be turned over to the MRP-PMO and ultimately to OCM-BARMM.

1. Provision of field office for the Engineer (Rental basis).

The contractor shall provide a field office for the Engineer as reflected on the Program of Works and the Bill of Quantities, in order to provide a centralized hub for project coordination, ensure effective communication and collaboration, offer a secure and organized workspace, facilitate real-time monitoring supervision and enhance client and stakeholder engagement.

2. Bunk House, Storage, Workmen Accommodation for Contractor

The contractor shall provide temporary facilities at the site which includes, **Bunk House** that will shelter the workers ensuring their comfort and well-being, **Storage** that will securely store the construction materials and equipment and **Workmen Accommodation** that will provide amenities for workers' comfort and hygiene.

3. Permits and Clearances

The contractor shall be responsible of preparing and providing any documents required in securing any necessary permits and clearances from a relevant authority before and during the project implementation.

4. Installation of Project Billboard at Project Site

The contractor shall provide a Project billboard as shown in the Detailed Engineering Designs. This aims to enhance transparency and accountability, encourages community involvement, facilitates smooth project execution and demonstrates government commitment to public information and participation.

5. Construction Health and Safety Program

To ensure a safe working environment for employees, subcontractors and visitors, the contractor shall observe a Construction Health and Safety Measures which includes but not limited to: deploying safety officer and a health personnel's that is constantly present at the site, provision of Personal Protective Equipment to construction work personnel's and provisions of suitable signages and barricades for a certain construction works.

6. Mobilization/Demobilization

The contractor shall prepare a logistics of contractor's equipment, setup of Temporary Facilities within the site, set up of necessary water and power lines required for the project set up of any safety measure equipment or temporary structures (such as tarps, signs, etc.), coordinate with stakeholders thru notifying neighbors, authorities and other

interested parties, deploy materials and manpower on-site and conduct safety orientations by inducting workers on site safety procedures.

The contractor shall disassemble and transport equipment off-site, relocate or release staff and subcontractors, restore the site to its original condition, dismantle site facilities and amenities, manage waste and surplus materials, complete punch list and document site conditions, transfer ownership and responsibility and document best practices and areas for improvement.

7. Earthworks

Earthworks shall include but not limited to the following:

- a. Clearing and grubbing.* All surface objects and all trees, stumps, roots and other protruding obstructions, not designated to remain, shall be cleared and/or grubbed, including mowing as required,
- b. Removal of trees.* All trees at the project site that obstruct the construction shall be removed, the contractor is responsible for any clearance or permit needed from the relevant authority for the removal of trees,
- c. Structural Excavation.* Structural excavation includes but not limited to excavation of structural tie beam, structural footing for column and wall and excavation for septic tank.

d. Embankment from a common borrow by equipment

Embankment from a common borrow by equipment shall include but not limited to structural footing for wall and column, tie beam and floor on slab or as specified in the plan.

8. Concrete Works

Concreting works shall include but not limited to: Structural footing for column and wall, column, tie beam, roof beam, slab on floor, slab canopy, canopy, septic vault, and other concreting works specified in the plan.

9. Reinforcing Steel works for Reinforced Concrete

Reinforcing steelworks shall include but not limited to: fabrication of steel reinforcement for column and wall footing, column, tie beam, roof beam, slab on floor, slab canopy, canopy, septic vault, wall and other reinforcing steelworks specified in the plan.

10. Form works and False works

Form works and false works shall include but not limited to: fabrication of form works for column, roof beam, canopy, slab canopy, septic vault and other construction activities that requires form works as specified in plan.

11. Plumbing and Sanitary works

Works shall include but not limited to: installation of water service pipes from the main pipe and the distribution pipes, sanitary pipes and fittings. This also includes the installation of all plumbing fixtures.

12. Installation of Hardiflex Interior Wall on Metal Frame

This works includes the installation of double wall hardiflex on metal frame as specified in the plan.

13. Ceiling Works

This works includes framing, installation of hardiflex and finishing.

14. Masonry Works

Masonry works includes the Piling of CHB as indicated in plan

15. Plastering

The contractor shall plaster both side of all piled CHB.

16. Tiles Installation

This works shall include the installation of glazed tiles in all interior floor area.

17. Structural Steel Works

Works shall include the fabrication and installation of steel trusses, steel purlins and other steel works as specified in the plan.

18. Roofing Works

Works shall include the installation of pre-painted metal sheet, gutters and fascia board.

19. Painting Works

For Masonry painting, works shall include the preparation of the area to be painted, application of skim coat, first coat for primer and final coat for the final color. Both side

of all walls and other parts of the structure shall be painted. For the final color, the contractor shall submit to end user an approval form for the determination of final color.

For metal painting, works shall include the application of anti-rust coat with red as final color for steel truss, steel purlins and other exposed metals.

Works also includes the special paint of okir and wood finish as specified in the plan.

20. Installation of doors and windows

Works shall include the installation of doors and windows as specified in the plan.

21. Solar Power Energy Hybrid

Works shall include but not limited to the installation, testing and commissioning of 2 kW Package Hybrid type Solar Energy, with Panel Board, batteries and Inverter and all required supports and accessories in accordance to electrical plans, specification and standard.

22. Electrical Works

Work shall include but not limited to the installation of conduits, junction boxes, receptacles, panel board, lighting fixtures, outlets and wiring in accordance to the plan, specifications and standard.

All electrical works must undergo inspection, testing and commissioning.

C. OTHERS

- The Contractor must have a Project Engineer who will supervise the project onsite. The Contractor shall inform MRP-PMO in case of replacement/changes of personnel assigned at the project site. The replacement must have relevant qualifications and abilities equal to or better than those of the personnel as evidenced by his/her training certification to be submitted to MRP-PMO.
- Demolitions and repairs due to the Contractor's fault shall be done by the Contractor without extra compensation to the Owner.
- Prepare a monthly progress report which shall include an overall progress chart based on actual physical accomplishment of construction work and a progress chart based on actual value of accomplished construction work, among others.
- As soon as the project is satisfactorily inspected and it conforms to the plans and specifications, the contractor shall submit to the procuring entity a written notice that

said project is completed and is subject to the latter's approval.

- Five copies of As-Built Plan must be submitted not later than 7 days after project completion.

D. SPECIFICATIONS

All drawings, small scale, and detail drawings are intended to collaborate with the specifications and to form part thereof, where figures are given, they are to be followed in preference to measurement by scale. Anything shown in the drawings and not mentioned in the specifications or vice-versa or anything not expressly outlined in either, but which is reasonably implied shall be furnished and installed as thought specifically shown in mentioned both.

1. STAKING OUT THE BUILDING LINE

The building line for the proposed Housing Units shall be staked out and all lines and grades shown on the plan shall be established before any excavations start. Batter boards and reference marks shall be erected at such places where they will not be disturbed during the excavation works.

2. EXCAVATION

All excavations shall be made to grade indicated on the drawings. Where the building site is covered with any kind of fill, the excavation for footings should be made deeper until the stratum for safe bearing capacity of soil is reached.

Whenever water is encountered during the excavation process, it shall be removed by bailing or pumping, care being taken that the surrounding soil particles are not disturbed or removed.

3. BACKFILLS

After concrete for foundation is hard enough to withstand pressure resulting from fills, the materials removed from excavation can be used for backfill around them.

Backfills and fills shall be placed in layers not exceeding 150mm in thickness, and each layer shall be thoroughly compacted by wetting, tamping or rolling.

4. CONCRETE WORKS

All concrete shall be mixed thoroughly until there is a uniform distribution of the cement and aggregates, and should be deposited as nearly as possible to its final position, care being taken to avoid segregation of the aggregates.

Water to be used for mixing concrete shall be clean and free from injurious amount of oil, acids, alkalis, salts and other organic materials.

5. PROPORTIONING OF CONCRETE

All concrete works shall be done in accordance with the standard specification for plain and reinforced concrete as adopted by the government. Cement to be used shall be Portland or Pozzolan cements whichever is more readily available in the locality.

The following proportions of concrete mixtures shall be used for the various parts of the building:

Column, Concrete Wall and Footings class A (1:2:4)

Reinforced Concrete Beams and Slabs class A (1:2:4)

Concrete Floor Slab on Fill class A (1:2:4)

Class A concrete shall be a mixture of 1 part of cement, 2 parts of fine aggregates and 4 parts of coarse aggregates by volume, plus enough clean water to make mixture into a pliable paste.

Class B concrete shall be a mixture of 1 part of cement, 2-1/2 part of fine aggregates, 5 parts of coarse aggregates by volume, plus enough clean water to make the mixture into a pliable paste.

Class C concrete shall be a mixture of 1 part of cement, 3 parts of fine aggregates, 6 parts of coarse aggregates by volume, plus enough clean water to make the mixture into a pliable paste.

The fine aggregates for concrete shall consist of natural sand or of inert materials with similar characteristics having clean, hard and durable grains, free from organic matter or loam.

The coarse aggregates shall consist of gravel, crushed gravel or rocks, or a combination of gravel and rocks, and shall consist of hard, tough, durable, clean and uncoated particles. The sizes of coarse aggregates to be used in the various part of the work shall be 3/4" or as required.

The mixture of cement plaster for concrete hollow block walls shall be 1 part of cement and 3 parts of sand.

6. STEEL REINFORCEMENTS

All steel reinforcement bars to be used in this construction shall consist of round deformed bars with lugs or projections on their sides to provide a greater bonding between concrete and the steel.

All steel reinforcing bars shall be accurately placed and secured against displacement by tying them together at each bar intersection with gauge no. 16 G.I. tie wire.

The steel reinforcement bars indicated on footings, column, beams and other concrete members should all conform to the number, size, and spacing as indicated on the drawings or schedule of steel reinforcements.

No metal reinforcements shall be installed in place unless it is free from rust, scales or other coating, which will destroy or reduce the bond with concrete.

7. FORMS FOR CONCRETE WORKS

All forms for concrete works shall be properly braced or tied together so as to maintain the correct position and shapes of the concrete members. Forms shall be constructed sufficiently tight to prevent bulging and seepage of water.

Forms shall not be removed until the concrete has attained sufficient strength to support its own weight and any loads that may be placed on it. Side forms of beams and girders may be removed earlier than the bottom forms but additional posts or shoring must be placed under the beam or girder until they have attained their strength.

Forms are pre-fabricated and provided to assemble in site.

8. CONCRETE SLAB ON FILL

Concrete slab on-fill shall be poured on gravel bed of not less than 100mm thick and properly compacted.

9. FLOOR FINISHES

Entrance Porch.....	Plain Cement smooth finished
Living Room.....	40cmX40cm Unglazed Tiles and Trim or equivalent
Dining Room.....	40cmX40cm Unglazed Tiles and Trim or equivalent
Kitchen.....	40cmX40cm Unglazed Tiles and Trim or equivalent
Bedrooms.....	40cmX40cm Unglazed Tiles and Trim or equivalent
Toilet and Bathroom.....	40cmX40cm Unglazed Tiles and Trim or equivalent

All tiles shall be free from laminations, serrated edges, chipped off corners and other

defect, which would adversely affect their appearance and strength.

Before the tiles and moldings are laid in place, they shall be soaked in water. Use Tile Adhesive in setting tiles and moldings.

10. WALL FINISHES

Interior Walls..... Cement Plaster Smooth Finished, skim coat Finished, Painted

Exterior Walls..... Cement Plastered Smooth Finished, Skim coat finished, Painted

11. CEILING

All interior and exterior ceiling shall be 3.5mm HARDIEFLEX ceiling boards on METAL FURRING ceiling frame spaced at 0.60m O.C both ways. Provide necessary air vents at eaves ceiling properly screened with insect screen.

12. LUMBER AND WOOD WORKS

All lumber to be used in this project shall be well seasoned thoroughly dry and free from loose or unsound knots, shakes or other imperfections impairing their strength, quality and appearance.

13. DOORS AND WINDOWS

All doors and windows shall conform to the SCHEDULE OF DOORS AND WINDOWS found in the plan, any changes of the design and the kind of materials to be used shall be approved by the End User and the Architect.

14. STEEL ROOF FRAMING

All steel materials used in the construction shall be in accordance with AISC Specification for Design, Fabrication and Erection of structural steel for buildings.

- A. Steel Trusses and Rafters: Refer to the plan
- B. Purlins Use: Refer to the plan
- C. Fascia Framing: Refer to the plan.
- D. Sag Rod: Use: 8mm dia. Deformed bars

All steel work after complete fabrication and erection shall be Painted with 2-Coats Epoxy Red Oxide Primer paint.

15. ROOFING

The roof shall be covered with 0.4mm thick pre-painted metal tile roofing sheet and shall be secured to the 2" x 3" C-Purlins with 2" Metal Tekscrew.

Ridge roll, hip rolls and valleys to be used shall be those compatible with the pre-painted metal tile roofing sheets. They shall lap the roofing sheets at least 250mm. The ridge roll, hip rolls and valleys shall be riveted to the roofing sheets in addition to the tekscrew and rivets engaging G.I. Straps in securing the roofing sheets to the purlins.

All roofing sheets adjacent to concrete hollow blocks and masonry walls such as at property line firewalls, shall be provided with gauge # 26 G.I. Flashing to extend up to the top and over to the other side of the wall. All rivets shall be placed at the top of the corrugation of the roofing sheets to prevent leaks.

16. ELECTRICAL WORKS

The electrical installation shall be done in accordance with the approved plans and under the direct supervision and control of a duly licensed Registered Electrical Engineer or Master Electrician.

All electrical works and materials shall conform to the provision of the latest edition of the Philippine Electrical Code.

The electrical wiring shall be installed thru MOLDFLEX coil cable PVC electrical conduit, fittings and appurtenances.

Electrical wires for light and power shall not be less than 3.5mm² (No. 12).

Automatic Circuit Breakers shall rated 220 V, 2 Pole, 60 Hz.

All spare circuits shall be provided with an empty PVC pipe, size 19mm diameter that should extend at least 300mm above the ceiling line. The grounding wires shall be identified and all wires shall be color coded for easy identification.

The panel board shall provide with circuit directory.

17. PLUMBING

All plumbing works in this project shall be done in accordance with the approved plans under the direct supervision of a duly licensed Sanitary Engineer or Master Plumber.

The Plumbing installation shall conform to the provision of the latest edition of the National Plumbing Code of the Philippines and the rules and regulations enforced in

the locality.

All sanitary pipelines, storm drain, vent pipes down spout shall be Polyvinyl Chloride (PVC) Series 1000.

For the in-house water supply piping installations, Water PVC pipes and brass fittings shall be used. Where a sanitary sewer system or sewage disposal is not operation in the locality, a standard septic vault shall be constructed as shown in the drawing.

18. PAINTING

Before any painting is done, all surfaces to be painted shall be cleaned, smoothed and freed from dust, dirt, grease, mortar, rust and other foreign substances and all parts where paint remover has been used shall be washed off with paint thinner or lacquer thinner. All paints shall be spread evenly and carefully using paintbrush, roller, or spray.

No painting shall be done on outside work in extremely cold, frosty, foggy or damp weather. Painting to be done in cold weather should be performed when the temperature is above 50 deg. F.

The special paint for the traditional okir design as specified in the plan shall be done by an artist.

Section VII. Drawings

Please see the attached plans.





Section VIII. Bill of Quantities



Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

Section X. Bidding Forms



Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: OFFICE OF THE CHIEF MINISTER

Bangsamoro Government Center, Cotabato City

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the

detailed estimates,

- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines² for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

² currently based on GPPB Resolution No. 09-2020

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____



Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: [Insert number]

To: *Office of the Chief Minister*
Bangsamoro Government Center, Cotabato City

I/We, the undersigned, declare that:

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

- waiver to avail of said right; and
- c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], 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. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

2018
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 _____



Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **[Name of the Project]** of the Office of the

Chief Minister, as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*
[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. [Name of Bidder] complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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

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

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

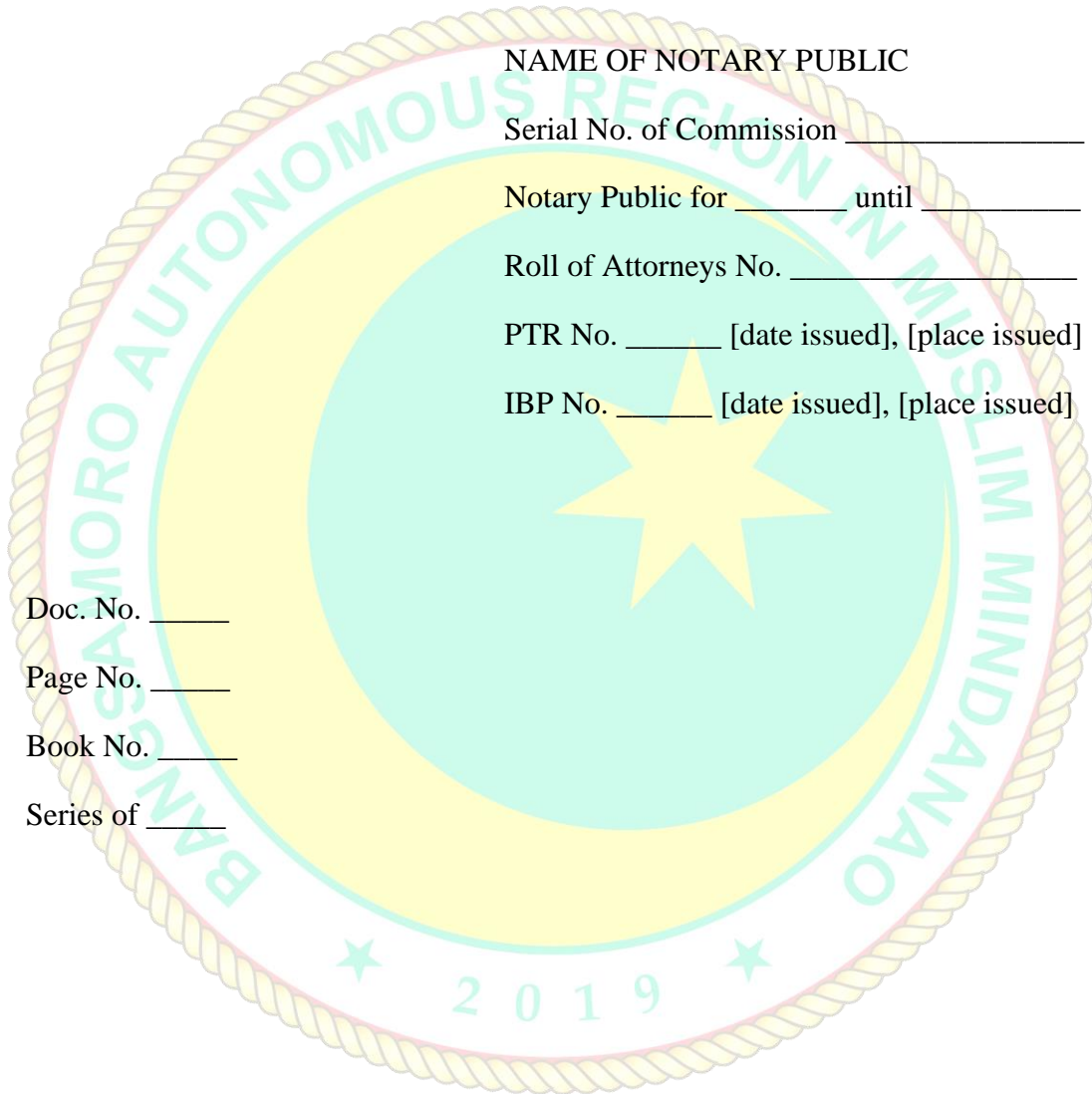
[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], 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. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ____ day of [month] [year].



Statement of Single Largest Completed Contract Similar to the Contract to be bid

Name/Title of the Single Contract:

Parties to the Contract:

a. _____; and

b. _____

Amount of the Contract: _____ (inclusive of all applicable taxes and other charges/VAT exclusive)

Date of Completion: _____

Contract Period/Duration: _____

Description of Similar Contract: (description should show similarity with the requirement)

Supporting Documents attached showing the above information. Please put a check (√) mark on the document submitted:

Contract

Purchase Order

Job Order

Notice of Award

- | | |
|--|---|
| <input type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Certificate of Satisfactory Performance, <i>if available</i> |
| <input type="checkbox"/> Sales Invoice | <input type="checkbox"/> Statement of Account showing payment |
| <input type="checkbox"/> Official Receipt | <input type="checkbox"/> Delivery Receipt |
| <input type="checkbox"/> Certificate of Completion | <input type="checkbox"/> Others: _____ |
| <input type="checkbox"/> Certificate of Acceptance | |

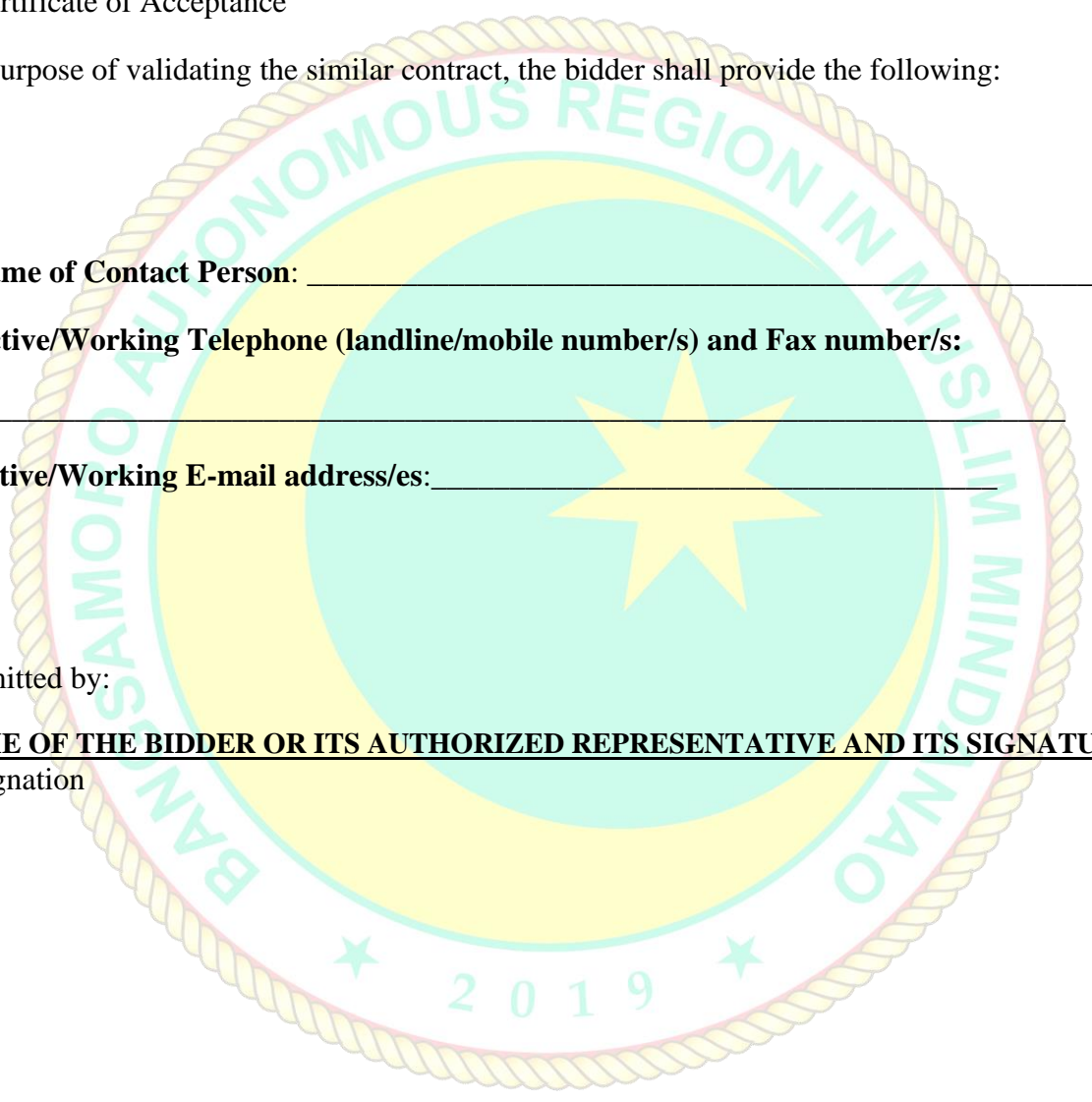
For purpose of validating the similar contract, the bidder shall provide the following:

- a. **Name of Contact Person:** _____
- b. **Active/Working Telephone (landline/mobile number/s) and Fax number/s:**

- c. **Active/Working E-mail address/es:** _____

Submitted by:

NAME OF THE BIDDER OR ITS AUTHORIZED REPRESENTATIVE AND ITS SIGNATURE
Designation



STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS

Name of the Company: _____

Address: _____

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING AWARDED BUT NOT YET STARTED

Name of Contract	a. Name of the Procuring Entity; b. Contact Person; c. Address; d. Contact Nos:	a. Contract References (PO/Contract); b. Contract Date c. Contract Duration	a. Estimated Completion or Delivery	Contract Amount	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
					Planned	Actual	
GOVERNMENT							
PRIVATE							
					Total Cost		

This statement shall be supported by:

1. Notice of Award;
2. Contract, if applicable; and
3. Notice to Proceed, if applicable.

Submitted by:

NAME OF THE BIDDER OR ITS AUTHORIZED REPRESENTATIVE AND ITS SIGNATURE

Designation





Republic of the Philippines



Government Procurement Policy Board