

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

CONSTRUCTION OF LIBRARY BUILDING PHASE II

(Project Identification No. IB-2024-09-28)



EASTERN VISAYAS STATE UNIVERSITY

Sixth Edition

July 2020

Preface

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

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.



Section I. Invitation to Bid



Republic of the Philippines
EASTERN VISAYAS STATE UNIVERSITY
Tacloban City

Project Identification Number:
IB-2024-09-28

BIDS AND AWARDS COMMITTEE

INVITATION TO BID

CONSTRUCTION OF LIBRARY BUILDING PHASE II

1. The *Eastern Visayas State University*, through the ***INTERNALLY GENERATED FUND (IGF) FY 2024*** intends to apply the sum of ***Three Million Three Hundred Seventy-Five Thousand Ninety-Five Pesos and 70/100 (3,375,095.70)*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***IB-2024-09-28 Construction of Library Building Phase II***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Eastern Visayas State University* now invites bids for the above Procurement Project. Completion of the Works is required ***within Ninety-Three (93) calendar days (CD) upon receipt of Notice to Proceed (NTP)***. 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 *Eastern Visayas State University* and inspect the Bidding Documents at the address given below from ***during office hours from 9:00 A.M. to 5:00 P.M, Monday to Friday***.
5. A complete set of Bidding Documents may be acquired by interested bidders on ***September 21, 2024 – October 15, 2024 (except on Saturdays, Sundays & Holidays)*** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Five Thousand Pesos (Php5,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail at evsu.bacsecretariat@evsu.edu.ph.

Prospective bidders who intend to purchase the bidding documents may opt for the following mode of payment:

- a. **Payment in person at the EVSU Cashiering (transaction hours: 8:00AM-3:30PM):**
 - i. Step 1: Proceed to the Office of the BAC Secretariat for the issuance of payment slip.
 - ii. Step 2: Present payment slip to the Cashiering Office for payment of the bid docs fee.
 - iii. Step 3: Present proof of payment/official receipt to the Office of the BAC Secretariat.



- iv. Step 4: BAC Secretariat release copy of the PBD, its Bid Bulletin/s, and other attachments.

b. Payment thru bank:

- i. Account name: **EVSU TACLOBAN CAMPUS**
- ii. Bank: **DEVELOPMENT BANK OF THE PHILIPPINES**
- iii. Account number: **000-00090-775-3**

Note: Bidder must send its proof of payment for the fees to evsu.bacsecretariat@evsu.edu.ph.

Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) (www.philgeps.gov.ph) and the Eastern Visayas State University website (<https://www.evsu.edu.ph/philgeps-posting-2024-public-bidding/>) provided that Bidders shall pay the nonrefundable fee for the bidding documents not later than the submission of their bids.

6. The *Eastern Visayas State University* will hold a *Pre-Bid Conference through a hybrid platform on **October 1, 2024, 2:00 P.M.** at the Office of the Vice President for Administration and Finance Conference Room, Tacloban City, Leyte & through video conferencing via Google Meet*, which shall be open to prospective bidders.

Prospective bidders are encouraged to discuss any concerns or clarifications about the eligibility requirements including the technical specifications in the said conference.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below or (ii) online or electronic submission, on or before the time and date indicated below:
 - a. The bidder has the option to submit a bid electronically or manually on or before **October 15, 2024, 1:30 P.M.** If a bidder chooses to submit an electronic bid, the same bidder shall submit a bid manually for the same project on or before **October 17, 2024, 2:00 P.M.**, for evaluation purposes during post-Qualification. Further instructions on the submission and receipt of electronic bids are provided in BDS (ITB Clause 15); and,
 - b. If a bidder chooses to submit manually, the manual bid shall be sufficient for evaluation purposes during the Opening of Bids, and electronic submission shall no longer be required. The same shall be submitted at the address indicated below on or before **October 15, 2024, 1:30 P.M. (BAC Secretariat time)**.

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 16.
9. Bid opening shall be through a hybrid platform at the *Office of Vice President for Administration and Finance Conference Room, Tacloban City, Leyte & through video conferencing via Google Meet* on **October 15, 2024, 5:00 P.M.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.



10. The *Eastern Visayas State University* 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. You may visit the following websites:

For downloading of Bidding Documents:

PhilGEPS Website: www.philgeps.gov.ph

EVSU Website: <https://www.evsu.edu.ph/philgeps-posting-2024-public-bidding/>

For online bid submission:

Send to evsu.bacsecretariat@evsu.edu.ph

12. For further information, please refer to:

THE SECRETARIAT

Bids and Awards Committee

Eastern Visayas State University

Arch. Lino R. Gonzaga Avenue,

Tacloban City, Philippines 6500

Telephone No. 0953-355-7046 Tm

Email: evsu.bacsecretariat@evsu.edu.ph

(SGD) BENEDICTO T. MILITANTE, JR., Ph.D., J.D.

Vice President for Administration & Finance

Chairperson, Bids and Awards Committee



Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, *EASTERN VISAYAS STATE UNIVERSITY* invites Bids for the *CONSTRUCTION OF LIBRARY BUILDING PHASE II*, with Project Identification Number *IB-2024-09-28*.

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 2024 in the amount of *Three Million Three Hundred Seventy-Five Thousand Ninety-Five Pesos and 70/100 (3,375,095.70)*.

2.1. The source of funding is *INTERNALLY GENERATED FUND (IGF) FY 2024*.

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 *Office of Vice President for Administration and Finance Conference Room, Tacloban City* and/or *through video conferencing via Google Meet* 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 special PCAB License in case of Joint Ventures, 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 date of opening of bids**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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



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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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



Section III. Bid Data Sheet



Bid Data Sheet

ITB Clause									
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p style="text-align: center;"><i>Construction of Library Buildings.</i></p>								
7.1	Subcontracting is NOT allowed.								
9.1	<p>Prospective bidders may submit their written request for clarification on and/or interpretation of any part of the Bidding Documents, either to EVSU BAC Secretariat Office or through electronic mail at evsu.bacsecretariat@evsu.edu.ph not later than October 4, 2024 , 5:00PM. Clarifications made and submitted beyond the abovementioned date shall not be accepted and/or entertained further.</p>								
10.3	The prospective Contractor/Developer must possess a valid PCAB License of at least Category C & D (Small B) and be registered with classification General Building GB1- (Building or Industrial Plant) .								
10.4	<p>The following are the key personnel required for the project:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">TECHNICAL PERSONNEL REQUIRED</th> <th style="text-align: center;">NUMBER</th> </tr> </thead> <tbody> <tr> <td>Construction Foreman</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Part Time Safety Officer</td> <td style="text-align: center;">1</td> </tr> <tr> <td>First Aider</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	TECHNICAL PERSONNEL REQUIRED	NUMBER	Construction Foreman	1	Part Time Safety Officer	1	First Aider	1
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">EQUIPMENT</th> <th style="text-align: center;">NUMBER OF UNITS</th> </tr> </thead> <tbody> <tr> <td>Backhoe (0.5cu.m.)</td> <td style="text-align: center;">1</td> </tr> <tr> <td>One bagger mixer</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	EQUIPMENT	NUMBER OF UNITS	Backhoe (0.5cu.m.)	1	One bagger mixer	1		
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Backhoe (0.5cu.m.)	1								
One bagger mixer	1								
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> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">FORMS OF BID SECURITY</th> <th style="text-align: center;">AMOUNT OF BID SECURITY (EQUAL TO PERCENTAGE OF THE ABC)</th> </tr> </thead> <tbody> <tr> <td>• Bid Securing Declaration; OR</td> <td style="text-align: center;">NOTARIZED</td> </tr> <tr> <td>• Cash, Cashier's/ manager's check issued by a Universal or Commercial Bank equivalent to Two Percent (2%); OR</td> <td style="text-align: center;">67,501.91</td> </tr> <tr> <td>• Surety Bond equivalent to Five Percent (5%) (If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission)</td> <td style="text-align: center;">168,754.79</td> </tr> </tbody> </table>	FORMS OF BID SECURITY	AMOUNT OF BID SECURITY (EQUAL TO PERCENTAGE OF THE ABC)	• Bid Securing Declaration; OR	NOTARIZED	• Cash, Cashier's/ manager's check issued by a Universal or Commercial Bank equivalent to Two Percent (2%); OR	67,501.91	• Surety Bond equivalent to Five Percent (5%) (If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission)	168,754.79
FORMS OF BID SECURITY	AMOUNT OF BID SECURITY (EQUAL TO PERCENTAGE OF THE ABC)								
• Bid Securing Declaration; OR	NOTARIZED								
• Cash, Cashier's/ manager's check issued by a Universal or Commercial Bank equivalent to Two Percent (2%); OR	67,501.91								
• Surety Bond equivalent to Five Percent (5%) (If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission)	168,754.79								

16.1

Each Bidder shall submit one (1) original and four (4) readable authenticated copies of the first and second components of its (SEALED) bid. Documents to be submitted shall be properly tabbed and labeled according to the title of the document attached for prompt identification: e.g., PhilGEPS Certificate of Registration (Platinum) – PhilGEPS

All envelopes shall:

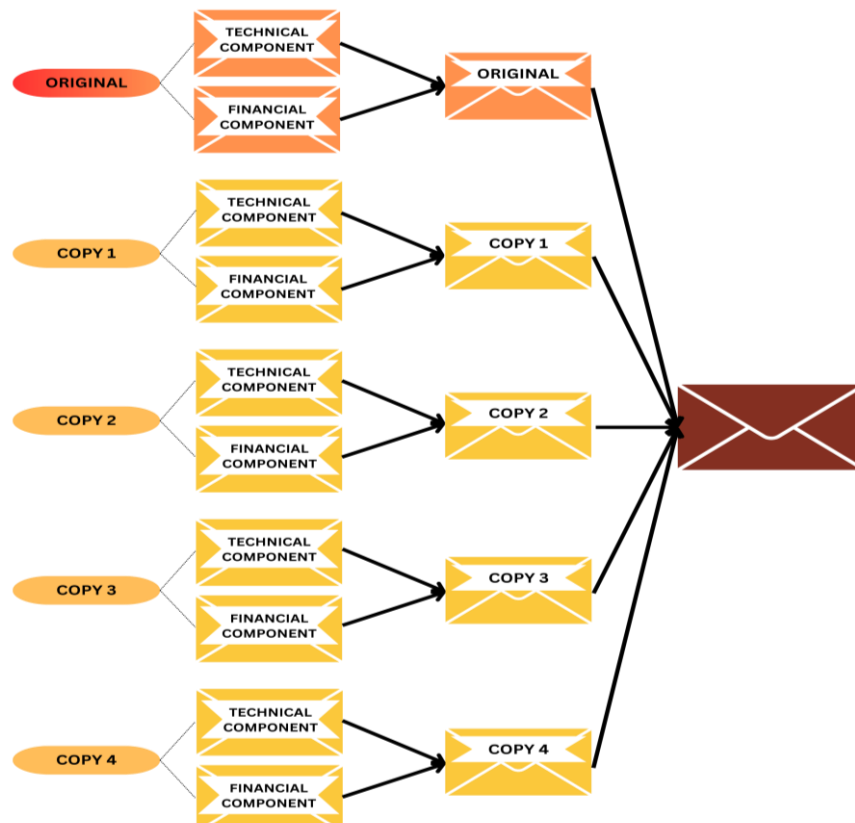
- be addressed to the Procuring Entity's BAC;
- bear the name and address of the Bidder in capital letters;
- contain the name of the contract to be bid in capital letters;
- bear the specific identification of this bidding process indicated in the ITB Clause 1; and bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, as specified in the IB.

TO	:	THE BIDS AND AWARDS COMMITTEE EASTERN VISAYAS STATE UNIVERSITY
FROM	:	_____
		<i>(Name of Bidder in Capital Letters)</i>
ADDRESS	:	_____
		<i>(Address of Bidder in Capital Letters)</i>
BID REF. NO.	:	_____

(In Capital Letters, Indicate the Phrase):
"DO NOT OPEN BEFORE: _____"

For details in the preparation of sealed bids, please refer to the diagram below:

Figure 1. Sealing of Bids (Illustration of bids with 1 original and 4 copies, each box in the diagram represents a sealed envelope)





<p>16.2</p>	<p>Guidelines for Electronic Submission of Bids:</p> <ul style="list-style-type: none"> a) The Bidder must submit a soft copy of their bids through e-mail to <u>evsu.bacsecretariat@evsu.edu.ph</u> at any time before <i>October 15, 2024, 1:30 P.M.</i> b) In the online submission of bids, a two-folder system will be utilized. The first folder contains the requirements of the Technical Component checklist as presented under Section VIII and shall be labeled “TECHNICAL COMPONENT”. The second folder contains the requirements of the Financial Component checklist and is marked “FINANCIAL COMPONENT”. c) The documentary requirements shall be segregated and labelled according to the type of document for prompt identification (e.g., PhilGEPS Certificate of Registration (Platinum) labelled as PhilGEPS) and each shall be in Portable Document Format (PDF). d) Each folder shall be compressed in Zip, RAR or 7z format with password protection. Submitted bidding documents that are not in compressed archive format and are not password protected, will be automatically rejected. e) The password for accessing the file shall be disclosed by the Bidders during the bid opening which may be done in person or face-to-face through videoconferencing, webcasting, e-mail or similar technology. f) An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified. g) For further information, please refer to: <p style="text-align: center;">VINCENT B. CABANTOC <i>Head, BAC Secretariat</i> <i>CP No. 0953-355-7046 - TM</i> <i>Email Add: <u>evsu.bacsecretariat@evsu.edu.ph</u></i></p>															
<p>19.2</p>	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #92d050;"> <th colspan="5">IB-2024-09-28 CONSTRUCTION OF LIBRARY BUILDING PHASE II</th> </tr> <tr> <th>ITEM NO.</th> <th>P.R. NO.</th> <th>QTY</th> <th>UNIT</th> <th>TOTAL AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2024-02-05-053 Planning Office (EVSU- Tanauan Campus)</td> <td>1</td> <td>LOT</td> <td>Php3,375,095.70</td> </tr> </tbody> </table>	IB-2024-09-28 CONSTRUCTION OF LIBRARY BUILDING PHASE II					ITEM NO.	P.R. NO.	QTY	UNIT	TOTAL AMOUNT	1	2024-02-05-053 Planning Office (EVSU- Tanauan Campus)	1	LOT	Php3,375,095.70
IB-2024-09-28 CONSTRUCTION OF LIBRARY BUILDING PHASE II																
ITEM NO.	P.R. NO.	QTY	UNIT	TOTAL AMOUNT												
1	2024-02-05-053 Planning Office (EVSU- Tanauan Campus)	1	LOT	Php3,375,095.70												



21	<p>Additional contract documents relevant to the Project that are required by existing laws and/or the Procuring Entity, such as:</p> <ul style="list-style-type: none">• Construction Schedule and S-curve• Manpower Schedule• Construction Methods• Equipment Utilization Schedule• Construction Safety and Health Program approved by the DOLE *• Contractor's All-Risk Insurance (CARI)• and other acceptable tools of project scheduling. <p><i>Note: The successful Bidder shall furnish these documents within ten (10) calendar days from receipt of the approved Notice of Award (NOA) from the Procuring Entity but in no case later than the signing of the contract by both parties.</i></p> <p><i>* Shall be submitted within ten (10) calendar days from receipt of the approved Notice to Proceed (NTP).</i></p>
----	---



Section IV. General Conditions of Contract



1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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



5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the



Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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



Section V. Special Conditions of Contract



Special Conditions of Contract

GCC Clause									
2	The Intended Completion Date is Ninety-Three (93) calendar days from receipt of approved Notice to Proceed.								
4.1	The turnover of the site shall be simultaneous to the receipt by the Contractor of the Notice to Proceed.								
6	Conduct site investigation at EVSU-Tanauan Campus at Brgy. San Miguel, Tanauan Leyte and secure Certification of Site Inspection issued by the Planning Officer of the said campus.								
7.2	<p><i>[In case of permanent structures,` such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.</i></p> <p>All projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Section 1723 of the New Civil Code of the Philippines.</p> <p>To guarantee that the contractor shall perform his responsibilities as prescribed in Section 62.2.3.1(a) of the 2016 RIRR of RA 9184, it shall be required to post a warranty security in accordance with the following schedule:</p> <table border="1" data-bbox="432 1451 1358 2040"> <thead> <tr> <th data-bbox="432 1451 911 1570">FORM OF WARRANTY SECURITY</th> <th data-bbox="916 1451 1358 1570">AMOUNT OF WARRANTY SECURITY (NOT LESS THAN THE REQUIRED PERCENTAGE OF THE TOTAL CONTRACT PRICE)</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 1570 911 1787"> <ul style="list-style-type: none"> Cash or Letter of Credit issued by a Universal or Commercial Bank: Provided, however, That the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. </td> <td data-bbox="916 1570 1358 1787" style="text-align: center;">Five percent (5%)</td> </tr> <tr> <td data-bbox="432 1787 911 1883"> <ul style="list-style-type: none"> Bank guarantee confirmed by a Universal or Commercial Bank. </td> <td data-bbox="916 1787 1358 1883" style="text-align: center;">Ten percent (10%)</td> </tr> <tr> <td data-bbox="432 1883 911 2040"> <ul style="list-style-type: none"> Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. </td> <td data-bbox="916 1883 1358 2040" style="text-align: center;">Thirty percent (30%)</td> </tr> </tbody> </table> <p>The warranty security shall be denominated in Philippine Pesos, remain effective for one (1) year from the date of issuance of the Certificate of</p>	FORM OF WARRANTY SECURITY	AMOUNT OF WARRANTY SECURITY (NOT LESS THAN THE REQUIRED PERCENTAGE OF THE TOTAL CONTRACT PRICE)	<ul style="list-style-type: none"> Cash or Letter of Credit issued by a Universal or Commercial Bank: Provided, however, That the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. 	Five percent (5%)	<ul style="list-style-type: none"> Bank guarantee confirmed by a Universal or Commercial Bank. 	Ten percent (10%)	<ul style="list-style-type: none"> Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. 	Thirty percent (30%)
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<ul style="list-style-type: none"> Bank guarantee confirmed by a Universal or Commercial Bank. 	Ten percent (10%)								
<ul style="list-style-type: none"> Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. 	Thirty percent (30%)								



	Final Acceptance by the Procuring Entity, and returned only after the lapse of the said one (1) year period.
10	No dayworks are applicable to the contract.
11.1	<p>The contractor shall submit a detailed program of work within seven (7) calendar days after issuance of the Notice to Proceed (NTP) for approval by the procuring entity that shall include, among others:</p> <ul style="list-style-type: none">a) The order in which it intends to carry out the work including anticipated timing for each stage of design/ detailed engineering and construction,b) Sequence of timing for inspections and tests as specified in the contract documents,c) General description of the design and construction methods to be adopted,d) Number and names of personnel to be assigned for each stage of the work,e) List of equipment required on site for each major stage of the work, and,f) Description of the quality control system to be utilized for the project.
11.2	The amount to be withheld for late submission of an updated Program of Work is ten percent (10%) of the Monthly Progress Billing .
13	<p>An advance payment not to exceed fifteen percent (15%) of the Contract Price in Philippine Peso shall be made upon the submission of a written request per stage of work by the Contractor to cover the cost of Mobilization. The advance payment shall be deducted by the EVSU in equal installments against the statements for the progress billings of the Services until the Advance Payment has been fully deducted.</p> <p>Advance Payment shall be made only upon the submission to and acceptance by EVSU of an Irrevocable Standby Letter of Credit or equivalent value from a commercial bank, a bank guarantee or a surety bond callable on demand. issued by a duly licensed surety or insurance company and confirmed by EVSU.</p>
14	The materials and equipment delivered on the site but not completely put in place shall be excluded from payment.
15.1	<p>The contractor shall cause the preparation and submission of “as-built” plans duly signed and sealed by a professional architect/ civil/ electrical/ mechanical/ auxiliary/ sanitary engineer in the same sheet size and scale as the original drawings within one (1) month after the completion of the project.</p> <p>All As-Built Plans and Documents shall be delivered in sets as follows:</p> <ul style="list-style-type: none">1. One (1) set Original Copies, with the working drawings in the smallest scale of 1:100 meters prepared in CAD format, printed/plotted in Mylar paper original copies;2. Five (5) sets of Blueprint copies for each plan3. Two (2) sets of soft copies of AutoCAD plans/drawings and PDF



	<p>format of Cost Estimates, Specifications, PERT-CPM, Schedule of Timeline, and other related documents in CD-ROM/Flash Drive Storage device;</p> <p>4. Other documents processed and issued in favor of EVSU during the construction period (i.e. Inspection Reports, Record Book, Building/ Mechanical/ Electrical Permits, Fire Safety Reports, Clearances, Certificates and related documents)</p>
15.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is five percent (5%) of the Final Progress Billing.</p>



Section VI. Specifications



Section VII. Drawings



Section VIII. Bill of Quantities

**IB-2024-09-28 CONSTRUCTION OF LIBRARY BUILDING PHASE II**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
(1)	(2)	(3)	(4)
B.7	Occupational Safety and Health	3.00	mo
903(2)	Formworks and Falseworks	1.00	ls
803 (1) a,b,c	Structure Excavation	25.00	cu.m.
900 (1)	Structural Concrete	73.58	cu.m.
902 (1)a	Reinforcing Steel (Deformed)	13,522.26	kgs.
804(4)	Gravel Fill	1.00	cu.m.
1004	Hardware	1.00	ls
1007 (1) b	Aluminum Framed Glass Door	1.00	ls
1008 (1) c	Aluminum Framed Glass Window	1.00	ls
1046 (2) a1	Masonry Works	207.36	sq.m.
1002	Plumbing Works	1.00	ls
1100	Electrical Works	1.00	ls
SPECIAL ITEM	Roofing works	1.00	ls
B.3	General Permits and Clearances	1.00	ls

Prepared by:

(SGD) MARITES M. BARDELAS, CE
Head, Planning Service and Development



Section IX. Checklist of Technical and Financial Documents



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

- (b) 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**
- (c) 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**
- (d) Valid PCAB License or Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) 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**
- (f) 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**
- (g) 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

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



Class “B” Documents

- (i) 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

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

Other documentary requirements under RA No. 9184

- (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (l) 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**
- (m) Cash Flow by Quarter.



Section X. Bidding Forms



ANNEX A

**STATEMENT OF BIDDER’S ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING
CONTRACTS AWARDED BUT NOT YET STARTED**

[shall be submitted with the Bid]

Business Name:

Business Address:

Name of Contract	Date of the Contract	a) Owner’s Name b) Address c) Telephone No.	Nature of Work	Contractor’s Role (Whether sole contractor, subcontractor, or partner in a JV) and percentage of participation		Contract Duration	Total Contract Value at Award	Date of completion/ Estimated completion time	a. Total contract value at completion b. % of planned and actual accomplishments c. Value of outstanding works
				Description	%				
Government									
Private									

Note: This statement shall be supported with:

1. Notice of Award and Contract (Government and Private Contracts)
2. Sales Invoices (Private Contracts)

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Business Name : _____

Date : _____



ANNEX B

STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT

[shall be submitted with the Bid]

Business Name:
Business Address:

Name of Contract	Date of the Contract	a) Owner's Name b) Address c) Telephone No.	Nature of Work	Contractor's Role (Whether sole contractor, subcontractor, or partner in a JV) and percentage of participation		Contract Duration	Total Contract Value at Award	Date of completion	a. Total contract value at completion b. % of planned and actual accomplishments
				Description	%				

**Statement of Single Largest Completed which is similar in nature for the past two (2) years*

Note: This statement shall be supported with:

1. Notice of Award and Contract (Government and Private Contracts)
2. Sales Invoices (Private Contracts)
3. Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or Constructors Performance Evaluation System (CPES) Final Rating which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted.

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Business Name : _____

Date : _____



Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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



Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head



of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

- 7. *[Name of Bidder]* complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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



ANNEX E

FORMAT OF JOINT VENTURE AGREEMENT (JVA)

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

-and-

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

That the above parties are duly authorized by their respective corporations to enter into and bind their respective corporations to a Joint Venture Agreement, pursuant to a valid Board Resolution issued by their respective Board of Directors/Trustees.

That all parties agree to join together their manpower, equipment, and what is needed to establish a project-specific Joint Venture for the purpose of bidding, and if successful, undertaking of the hereunder stated project of the NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA).

NAME OF PROJECT	ABC

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that (Name of Company) shall act as the lead organization and (Name of Company) as partner organization; and (Name of Company), as the lead organization, will oversee the administration and content of the eligibility and proposal submissions, coordinate with NEDA on any matter that needs attending to, and implement the project in the event that the joint venture wins the bid.

That both parties agree that (Name), (Position), of (Name of Company), shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, to execute, and perform any and all acts necessary, and/or to represent the Joint Venture in the entire bidding and implementation process, as fully and effectively as the Joint Venture may do so as if personally present, without prejudice to the authority of the Joint Venture partners to exercise their power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties or in the event of an unsuccessful bidding.



In witness thereof, we have hereunto affixed our signatures this _____ day of _____ 2024 at _____.

(Name of Company)

by:

(Name) (Position)

(Name of Company)

by:

(Name) (Position)

WITNESSES:

(Signature of Witness)

(Name of Witness)

Address:

(Signature of Witness)

(Name of Witness)

Address

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the (City/Province/Municipality) of _____ this _____ day of _____ 2021, personally appeared:

NAME	ID PRESENTED/ EXPIRATION	PLACE OF ISSUE

known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of page/s, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.



Bid Form for the Procurement of Infrastructure Projects
[shall be submitted with the Bid]

BID FORM

Date: _____

Project Identification No.: _____

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

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

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

¹ currently based on GPPB Resolution No. 09-2020



other Bid that you may receive.

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

