

PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS FOR SUBIC BAY METROPOLITAN AUTHORITY (SBMA)

PUBLIC BIDDING NO. 19-261-2

**Fifth Edition
October 2016**

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Section I. Invitation to Bid

Invitation to Bid
for the
**SUPPLY, DELIVERY, INSTALLATION AND
 COMMISSIONING OF NEW MOVEMENT AREA
 GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD
 LIGHTING COMPONENTS**

PUBLIC BIDDING NO. 19-261-2

1. The **Subic Bay Metropolitan Authority** through the Procurement Service, through the **General Appropriations Act for FY 2017** intend to apply the sum being the Approved Budget for the Contract (ABC) to payments under the contract for the following:

Qty	Item / Description	Approved Budget for the contract	Delivery Period
1 Lot	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS	Php56,837,749.00	The Intended Completion Date is within Two Hundred Fifty (250) Calendar Days from the date as indicated in the Notice to Proceed.

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

2. The **PS-DBM** now invite PhilGEPS registered contractors with valid and current Philippine Contractors Accreditation Board (PCAB) License.

Bidders should have completed a contract similar to the Project equivalent to at least fifty (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly in Clause 5.4 of Section II. Instructions to Bidders. For purposes of this project, similar contracts shall refer to the contracts involving **“the supply, delivery, installation, testing and commissioning of Airfield Lighting System with AFL remote control system integration or the supply, delivery, installation, testing and commissioning of air navigational aids”** within the last ten years.

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 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least **sixty percent (60%)** interest or outstanding capital stock belonging to citizens of the Philippines.

4. Interested bidders may obtain further information from *Procurement Service* and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address below and upon payment of Bidding Documents in the amount as follows:

Qty	Item / Description	Amount of Bid Documents
1 Lot	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS	P 6,000.00

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. For the conduct of Site Inspection, below are the following contact persons:

Engr. Mark Quiambao
Engr. Ruel P. Bobadilla
Engr. Ruel A. Famisan
Engr. Zharrex R. Santos
Engr. Aldrin Sadang

Email: mcquiambao@sbma.com

7. The schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE	VENUE
Advertisement/Posting of Invitation to Bid	August 09, 2019	PhilGEPS website, PS website, and at any conspicuous place reserved for this purpose in the premises of PS.
Issuance and Availability of Bid Documents	August 09, 2019	PS Cashier and PhilGEPS website
Site Inspection	From date of Posting to Opening except Saturdays, Sundays and Holidays	Subic Bay International Airport, Subic Bay Freeport Zone, Philippines
Pre-Bid Conference	August 16, 2019; 10:30AM	PS Conference Room, Cristobal St., Paco, Manila
Last day of Submission of Written Clarifications	August 20, 2019	PS Main Office Cristobal St., Paco, Manila or email at pd2@ps-philgeps.gov.ph

Last day of Issuance of Supplemental Bid Bulletin	August 23, 2019	PhilGEPS website, PS website, PS bulletin board
Deadline of Submission and Receipt of Bids	August 30, 2019; 10:30AM	PS Conference Room, Cristobal St., Paco, Manila
Opening of Bids	Immediately after the deadline for submission of Bids.	PS Conference Room, Cristobal St., Paco, Manila

8. Bids must be duly received by the Procurement Division II (PD II) of the Procurement Service at the address below on or before **August 30, 2019 at 10:30AM**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

The bidders or their duly authorized representatives may attend the opening of bids. Late bids shall not be accepted.

9. The *Procurement Service* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its 2016 IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

THE PROCUREMENT DIVISION-II
Procurement Service
RR Road, Cristobal St., Paco, Manila
689-7750 loc. 4031, 563-9404
pd2@ps-philgeps.gov.ph

(SGD.) ENGR. MANUEL S. AVILA
 Chairperson
 Bids and Awards Committee II

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS**, invites bids for the construction of Works, as described in Section VI. Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 27.
- 1.3. The successful Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.17.

2. Source of Funds

The Procuring Entity has a budget or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the Contract for the Works.

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

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
 - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
 - (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (b) If the Bidder is a partnership, to all its officers and members;

- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines.
- (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Executive Order No. 65 (EO 65), s. 2018¹, Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%): Provided, further, that joint ventures in which Filipino ownership or interest is less than sixty percent (60%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the sixty percent (60%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

¹ Promulgating the Eleventh Foreign Investment Negative List issued on 29 October 2018.

- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- 5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. (a) 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 Philippine Statistics Authority(PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

(b) 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 **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**.

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.4.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory 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, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of

appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it 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;

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or 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.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.

- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods and Services

There is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other

than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.
- (ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) nature of work;
- (ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;

- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the 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;

- (iii) Unless otherwise provided in the **BDS**, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and
- (iv) NFCC computation in accordance with ITB Clause 5.5.

Class "B" Documents

- (v) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.
- (b) Technical Documents –
- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
 - (ii) Project Requirements, which shall include the following:
 - (ii.1) Organizational chart for the contract to be bid;
 - (ii.2) List of contractor's 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. These personnel must meet the required minimum years of experience set in the **BDS**; and

- (ii.3) 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, which must meet the minimum requirements for the contract set in the **BDS**; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

13.1. The financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3;and
- (b) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all Bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.

- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2. 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.
- 14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.
- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may

be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid Opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

<p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security;</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the

Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.

18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause 18.2.

18.5. The bid security may be forfeited:

- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
 - (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 28.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding,

submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- (b) if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB** Clause31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause32.

19. Format and Signing of Bids

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ - FINANCIAL COMPONENT” and

the outer envelope as “COPY NO. ____,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 20.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 21;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid Submission and Opening, the Bidder’s name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally

sealed and properly identified in accordance with Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in ITB Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated “passed.” The second envelope of each

complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as “failed.” Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:
 - a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - b) Mayor’s/Business permit issued by the local government where the principal place of business of the Bidder is located; and
 - c) Audited Financial Statements showing, among others, the prospective Bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the document required in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(i) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered

27. Detailed Evaluation and Comparison of Bids

- 27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this

regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 27.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 27.7. If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids 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 prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

28. Post Qualification

- 28.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2. 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- 28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29. Reservation Clause

- 29.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as

ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOPas follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements, fail post-qualification; or
- (d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

- 30.1. Subject to **ITB** Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 30.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
 - (b) Posting of the performance security in accordance with **ITB** Clause 32;
 - (c) Signing of the contract as provided in **ITB** Clause 31; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including

corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Ten percent (10%)</p>
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such</i></p>	

<i>financial instrument.</i>	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

32.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

34. Protest Mechanism

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Sections 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <i>the Procurement Service (PS)</i> .
1.2	<p>The name of the Contract is SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS FOR SUBIC BAY METROPOLITAN AUTHORITY</p> <p>The identification number of the Contract is PUBLIC BIDDING NO. 19-261-2</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the <i>General Appropriations Act for 2017</i> in the amount of Fifty Six Million Eight Hundred Thirty Seven Thousand Seven Hundred Forty Nine Pesos (Php56,837,749.00).</p> <p>The name of the Project is SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS FOR SUBIC BAY METROPOLITAN AUTHORITY</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4(b)	For this purpose, similar contracts shall refer to the supply, delivery, installation, testing and commissioning of Airfield Lighting System with AFL remote control system integration or the supply, delivery, installation, testing and commissioning of air navigational aids within the last ten years.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on August 16, 2019; 10:30AM at</p> <p>Procurement Service Bids and Awards Committee II 2nd Floor, PS Complex, RR Road Cristobal St., Paco, Manila</p>

10.1	<p>Clarifications should be sent to:</p> <p>PROCUREMENT SERVICE - DBM Bids and Awards Committee II R.R. Road, Cristobal St., Paco, Manila Telephone No: 689-7750 loc. 4031 Pd2@ps-philgeps.gov.ph</p>
10.4	No further instructions.
12.1	No further instructions.
12.1 (a) (i)	<p>The valid PhilGEPS Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. Should the Annex A of said Certificate reflects not updated documents, the bidder shall submit, together with the Certificate certified true copies of the updated documents.</p> <p>Notwithstanding the above requirements, the bidder may opt to submit the following eligibility documents in lieu of the submission of the PhilGEPS Certificate of Registration (Platinum Membership):</p> <ul style="list-style-type: none"> <i>a. Business Registration;</i> <i>b. 2019 Mayor's Permit;</i> <i>c. 2018 Audited Financial Statement;</i> <i>d. Valid and current Tax Clearance</i> <i>e. Valid and Applicable PCAB License</i> <p>In the latter case, the bidder shall submit a valid PhilGEPS Registration Certificate as part of post-qualification documents.</p>
12.1 (a) (ii)	<p>Bidders must also submit the following:</p> <p>1. Duly signed Statement of all Ongoing Government & Private Construction Contracts including contracts awarded but not yet started.</p> <p><i>The supporting documents stated in the said form shall be submitted during post-qualification evaluation</i></p> <p>2. Duly signed Statement showing the bidder's Single Largest Completed Contract which is similar in nature.</p> <p><i>The supporting documents stated in the said form shall form part of the Technical Eligibility requirements.</i></p> <p>See sample forms under Section IX. Bidding Forms.</p>
12.1(a)(iii)	<p>The minimum valid and applicable PCAB Registration required for this project is Philippine Contractors Accreditation Board (PCAB) license and registration:</p> <ul style="list-style-type: none"> • Size Range: Medium A • License Category: B • Specialty: SP-NF (Navigational Facilities)

	/ Special PCAB License in case of Joint Venture		
12.1(b)(ii.2)	The minimum work experience requirements for key personnel are the following:		
	Key Personnel	Minimum Years of Relevant Experience	No. of Personnel
	Project Manager (Licensed Electrical or Electronics Engineer)	with at least 5-year cumulative experience in installing Airfield Lighting System or air navigational aids within the last ten (10) years	1
	Project Engineer (Licensed Electronics or Electrical Engineer)	with at least 5-year cumulative experience in installing Airfield Lighting System or air navigational aids within the last ten (10) years	1
	Foreman	with at least 10-year cumulative experience in installing Airfield Lighting System or air navigational aids within the last fifteen (15) years	2
	Safety Officer	with at least 3-year experience	1
	Quality Control (Licensed Civil or Electrical Engineer)	with at least 3-year experience	1
* One (1) person should not be assigned to more than one (1) specific position/designation at a time.			
See sample forms under Section IX. Bidding Forms.			
<ul style="list-style-type: none"> Note: Personnel shall submit their respective resumes and photocopy of valid Professional Regulation Commission (PRC) license for professionals and Certificate/s of Training issued by DOLE – accredited training centers and the like for Safety Officer to support educational attainment, work experience and professional certifications. 			

12.1(b)(ii.3)	<p>The minimum major equipment requirements are the following:</p> <table border="1" data-bbox="411 338 1390 719"> <thead> <tr> <th>Item No.</th> <th>Number of Units</th> <th>Equipment</th> <th>Capacity</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>1</td> <td>Hauling Truck</td> <td>-</td> </tr> <tr> <td>2.</td> <td>1</td> <td>Back Hoe with Breaker</td> <td>-</td> </tr> <tr> <td>3.</td> <td>1</td> <td>Levelling and alignment instrument for sequence flashing lights*(see note below)</td> <td>-</td> </tr> <tr> <td>4.</td> <td>1</td> <td>Concrete Mixer</td> <td>1 bagger</td> </tr> <tr> <td>5.</td> <td>2</td> <td>Concrete Vibrator</td> <td>-</td> </tr> <tr> <td>6.</td> <td>1</td> <td>Hydraulic Crane</td> <td>-</td> </tr> </tbody> </table> <p><i>Note: The bidder may choose the ff. options:</i></p> <ol style="list-style-type: none"> 1. Proof of ownership to be included in the Technical Proposal; or 2. Lease Agreement between lessor and lessee and Proof of Ownership of the Lessor to be included in the Technical Proposal; or 3. Purchase Agreement between the bidder and the owner. Certification of availability of equipment from the vendor for the duration of the project <p>Equipment pledge to this project shall not be pledge to another construction project, if the same will affect the completion time.</p> <p>*Note: For sequence flashing lights (SFL) with built in leveling and alignment capability item 6 of the above is no longer required provided proof is presented/ described in the product brochure as submitted during the bid opening.</p> <p>See sample forms under Section IX. Bidding Forms.</p>	Item No.	Number of Units	Equipment	Capacity	1.	1	Hauling Truck	-	2.	1	Back Hoe with Breaker	-	3.	1	Levelling and alignment instrument for sequence flashing lights*(see note below)	-	4.	1	Concrete Mixer	1 bagger	5.	2	Concrete Vibrator	-	6.	1	Hydraulic Crane	-
Item No.	Number of Units	Equipment	Capacity																										
1.	1	Hauling Truck	-																										
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4.	1	Concrete Mixer	1 bagger																										
5.	2	Concrete Vibrator	-																										
6.	1	Hydraulic Crane	-																										
13.1(b)	<p>This shall include all of the following documents:</p> <ol style="list-style-type: none"> 1) Detailed Estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and 2) Cash flow by quarter or payment schedule. 																												
13.2	<p>The ABC is Fifty Six Million Eight Hundred Thirty Seven Thousand Seven Hundred Forty Nine Pesos (Php56,837,749.00). Any bid with a financial component exceeding this amount shall not be accepted.</p>																												

14.2	No further instruction.												
16.1	The bid prices shall be quoted in Philippine Pesos.												
16.3	No further instructions.												
17.1	The Bid Security shall be valid for <i>One Hundred Twenty (120) Calendar Days</i> from the date of opening of bids.												
18.1	<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"> <thead> <tr> <th rowspan="2">Lot</th> <th rowspan="2">Item/Description</th> <th colspan="2">Amount</th> <th rowspan="2">Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</th> </tr> <tr> <th>Cash, Cashier's/Manager's Check, Bank Draft/Guarantee or Irrevocable Letter of Credit (2%)</th> <th>Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS</td> <td>P 1,136,754.98</td> <td>P 2,841,887.45</td> <td>Please refer to Section IX Bidding Forms</td> </tr> </tbody> </table> <p>The Bid Security in the form of cashier's/manager's check shall be payable to <i>PROCUREMENT SERVICE</i>.</p>	Lot	Item/Description	Amount		Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)	Cash, Cashier's/Manager's Check, Bank Draft/Guarantee or Irrevocable Letter of Credit (2%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	1	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS	P 1,136,754.98	P 2,841,887.45	Please refer to Section IX Bidding Forms
Lot	Item/Description			Amount			Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)						
		Cash, Cashier's/Manager's Check, Bank Draft/Guarantee or Irrevocable Letter of Credit (2%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)										
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18.2	The Bid Security shall be valid for <i>One Hundred Twenty (120) Calendar Days</i> from the date of opening of bids.												
20.3	<p>Each Bidder shall submit One (1) original and Two (2) copies of the first and second components of its bid.</p> <p>The duplicate- <i>i.e. copy 1 and copy 2</i>, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 and copy 2 need not contain photocopies of the same.</p>												
21	The address for submission of bids is:												

	<p><i>Procurement Service Bids and Awards Committee II 2nd Floor, PS Complex, RR Road Cristobal St., Paco, Manila</i></p> <p>The deadline for submission of bids is on August 30, 2019; 10:30AM.</p>
24.1	<p>The place of bid opening is:</p> <p><i>PS Conference Room 2nd Floor, PS Complex, RR Road Cristobal St., Paco, Manila</i></p> <p>The bid opening will be held immediately after the deadline of submission of bids.</p> <p>During the opening of bids only the authorized representative shall be allowed to assist in the opening of bids. In case the authorized representative is not present, any representative of the authorized representative may be allowed to assist in the opening of bids provided that a separate written authorization from the authorized representative shall be presented for the purpose. Provided that the authorized representative is duly authorized to issue such further authority and the same is reflected in the Board Resolution and/or Secretary's Certificate.</p>
24.2	No further instructions.
24.3	No further instructions.
27.3	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
27.4	No further instructions.
28.2	<p>No licenses and permits required.</p> <p>For purposes of Post-qualification the following document(s) shall be required to be submitted within five (5) calendar days from receipt of notice from the BAC:</p> <ol style="list-style-type: none"> 1. Income Tax Returns for year 2018 (BIR Form 1701 or 1702); 2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) for the last six (6) months. <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (eFPS).</p> <ol style="list-style-type: none"> 3. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall include the following:

	<ul style="list-style-type: none"> a. Owner's certificate of final acceptance issued by the project owner; or b. Contractor's Performance Evaluation System (CPES) rating sheet with at least satisfactory rating or Certificate of Completion and/or Owner's Acceptance. <p>4. Proof of Ongoing and Awarded Contracts but not yet started contracts as identified in the Statement of All Ongoing Government & Private Contracts, which shall include the following:</p> <ul style="list-style-type: none"> a. Notice to Proceed or equivalent; and b. Certificate of accomplishments signed by the Owner or Owner's Project Engineer or in case the project was just awarded or still in the mobilization stage, a certification in lieu of the certificate of accomplishment signed by the Owner or Owner's Project Engineer should be submitted. <p>5. Submission of evidences² as proof of compliance with the bidder's actual offer, <i>if applicable</i>.</p> <p>6. Valid PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids.</p> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>
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² In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "comply" must be supported by evidence in a bidders bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.

31.4(f)	<p>The following documents shall be submitted by the winning bidder within <i>ten (10) calendar days</i> from receipt of the Notice of Award (NOA):</p> <ul style="list-style-type: none">a) Construction Schedule and S-curve;b) Manpower Schedule;c) Construction Methods;d) Equipment utilization schedule;e) Construction Safety and Health Program approved by the Department of Labor and Employment, evidence of submission as received by DOLE is acceptable).f) Program Evaluation and Review Technique (PERT)/Critical Path Method (CPM).
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Section IV. General Conditions of Contract

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1. Definitions

For purposes of this Clause, boldface type is used to identify defined terms.

- 1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 21.
- 1.2. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with GCC Clause 49.
- 1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5. The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in GCC Clause 1.28.
- 1.6. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract
- 1.7. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10. **Days** are calendar days; months are calendar months.
- 1.11. **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13. The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.14. The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.

- 1.15 **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.16 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.17 The **Intended Completion Date** refers to the date specified in the **SCC** when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.18 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.20 **Permanent Works** are all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.21 **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.
- 1.23 The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the **SCC**, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the **SCC**, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.25 **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.

- 1.27 **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.28 The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.

2. Interpretation

- 2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3. The documents forming this Contract shall be interpreted in the following order of priority:
- a) Contract Agreement;
 - b) Bid Data Sheet;
 - c) Instructions to Bidders;
 - d) Addenda to the Bidding Documents;
 - e) Special Conditions of Contract;
 - f) General Conditions of Contract;

- g) Specifications;
- h) Bill of Quantities; and
- i) Drawings.

3. Governing Language and Law

- 3.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.
- 3.2. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4. Communications

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

5. Possession of Site

- 5.1. On the date specified in the **SCC**, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with 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.
- 5.2. If possession of a portion is not given by the date stated in the SCC Clause 5.1, 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 shall be in accordance with **GCC** Clause 47.
- 5.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4. The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

6. The Contractor's Obligations

- 6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, 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.
- 6.6. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- 6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- 6.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

7. Performance Security

- 7.1. 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 Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.

- 7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
 - (b) The Contractor has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 7.7. Unless otherwise indicated in the **SCC**, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 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.

8. Subcontracting

- 8.1. Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.

- 8.2. Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 8.3. If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

9. Liquidated Damages

- 9.1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The Procuring Entity shall deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.
- 9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

10. 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.

11. The Procuring Entity, Licenses and Permits

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.

12. Contractor's Risk and Warranty Security

- 12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his

personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

- 12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3. Unless otherwise indicated in the **SCC**, in case the Contractor fails to comply with the preceding paragraph, 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.
- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for “Structural Defects,” *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures,” *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
 - (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
 - (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
 - (c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
 - (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in

which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.

- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

12.5. The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the **SCC** reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by 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%)
(b) Bank guarantee confirmed by 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	Ten Percent (10%)
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

12.7. The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.

12.8. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

13. 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.

14. Procuring Entity's Risk

14.1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
 - (i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

15. Insurance

15.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:

- (a) Contractor's All Risk Insurance;
- (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
- (c) Personal injury or death of Contractor's employees; and
- (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.

15.2. The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.

15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall

produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.

- 15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.
- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
 - (a) The issuer of the insurance policy to be replaced has:
 - (i) become bankrupt;
 - (ii) been placed under receivership or under a management committee;
 - (iii) been sued for suspension of payment; or
 - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

- 16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
 - (i) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in

accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;

- (ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- (iii) The Contractor:
 - (i) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
 - (ii) does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
 - (iii) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
 - (iv) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
 - (v) sub-lets any part of this Contract without approval by the Procuring Entity.

16.2. All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor's default.

17. Termination for Default of Procuring Entity

The Contractor may terminate this Contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- (a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
- (b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

18. Termination for Other Causes

18.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the

convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.

18.2. The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.

18.3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
- (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
- (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
- (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
- (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
- (f) The Contractor does not maintain a Security, which is required;
- (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and
- (h) 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, the following:

- (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
 - (ii) drawing up or using forged documents;
 - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (iv) any other act analogous to the foregoing.
- 18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. Procedures for Termination of Contracts

- 19.1. The following provisions shall govern the procedures for the termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Contractor's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
- (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;

- (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
 - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
- (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
 - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.

20. Force Majeure, Release From Performance

- 20.1. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

- 20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
 - (a) any sum to which the Contractor is entitled under **GCC** Clause 28;
 - (b) the cost of his suspension and demobilization;
 - (c) any sum to which the Procuring Entity is entitled.
- 20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. Resolution of Disputes

- 21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2. If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the **SCC** within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.
- 21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: Provided, further, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.*

22. Suspension of Loan, Credit, Grant, or Appropriation

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring Entity, from which part of the payments to the Contractor are being made:

- (a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- (b) If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor's claim for payment has been certified by the Procuring Entity's Representative, the Contractor may immediately issue a suspension of work notice in accordance with GCC Clause 45.2.

23. Procuring Entity's Representative's Decisions

- 23.1. Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- 23.2. The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

24. Approval of Drawings and Temporary Works by the Procuring Entity's Representative

- 24.1. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.
- 24.2. The Contractor shall be responsible for design of Temporary Works.
- 24.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

25. Acceleration and Delays Ordered by the Procuring Entity's Representative

- 25.1. When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

- 25.2. If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

26. Extension of the Intended Completion Date

- 26.1. The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 26.2. The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Right to Vary

- 27.1. The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.
- 27.2. Variations shall be valued as follows:
- (a) At a lump sum price agreed between the parties;
 - (b) where appropriate, at rates in this Contract;
 - (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
 - (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

28. Contractor's Right to Claim

If the Contractor incurs cost as a result of any of the events under **GCC** Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

29. Dayworks

- 29.1. Subject to **GCC** Clause 43 on Variation Order, 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.

- 29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.
- 29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Early Warning

- 30.1. The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2. The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

31. Program of Work

- 31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3. 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.
- 31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.

- 31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

- 32.1. Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 32.2. The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

33. Bill of Quantities

- 33.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 33.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 33.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 33.4. If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

34. Instructions, Inspections and Audits

- 34.1. The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect

and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

- 34.3. The Contractor shall permit the Funding Source named in the **SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. Identifying Defects

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective.

36. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

37. Correction of Defects

- 37.1. The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- 37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. Uncorrected Defects

- 38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

- 38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

- 39.1. 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.
- 39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1.

40. Progress Payments

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request 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.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- (a) Cumulative value of the work previously certified and paid for.
 - (b) Portion of the advance payment to be recouped for the month.
 - (c) Retention money in accordance with the condition of contract.
 - (d) Amount to cover third party liabilities.
 - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight

(28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

- 40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.
- 40.5. Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

41. Payment Certificates

- 41.1. The Contractor shall submit to the Procuring Entity's Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously. Except when a different payment scheme is adopted under GCC Clause 40.4, in which case, the statement may only be submitted in accordance with the schedule prescribed by the Procuring Entity.
- 41.2. The Procuring Entity's Representative shall check the Contractor's statement and certify the amount to be paid to the Contractor.
- 41.3. The value of Work executed shall:
 - (a) be determined by the Procuring Entity's Representative;
 - (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
 - (c) include the valuations of approved variations.
- 41.4. The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42. Retention

- 42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
- 42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefore.
- 42.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the

retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.

- 42.4. On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

43. Variation Orders

- 43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however*, That appropriate sanctions shall be imposed on the

designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).

- 43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:
- (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
 - (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
 - (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
 - (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
 - (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. Contract Completion

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining

Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

45. Suspension of Work

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
- (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
 - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
 - (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
 - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- 45.3. In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

46. Payment on Termination

- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination

of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.

- 47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. Price Adjustment

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

49. Completion

The Contractor shall request the Procuring Entity's Representative to issue a certificate of Completion of the Works, and the Procuring Entity's Representative will do so upon deciding that the work is completed.

50. Taking Over

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date the Procuring Entity's Representative issues a certificate of Completion.

51. Operating and Maintenance Manuals

- 51.1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative shall 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							
1.17	The Intended Completion Date is within <i>Two Hundred Fifty (250) Calendar Days</i> . from the date as indicated in the Notice to Proceed.						
1.22	The Procuring Entity is: Procurement Service PS Complex, RR Road, Cristobal Street Paco, Manila						
1.23	The Procuring Entity's Representative is: Executive Director ELISA MAY ARBOLEDA – CUEVAS Procurement Service PS Complex, Cristobal St. Paco, Manila						
1.24	The Site is located as follows: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Qty</th> <th style="text-align: center;">Item / Description</th> <th style="text-align: center;">Location</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS</td> <td style="text-align: center;">Subic Bay International Airport, Subic Bay Freeport Zone, Philippines and is defined in drawings sheet no. A-1, A-2.</td> </tr> </tbody> </table>	Qty	Item / Description	Location	1	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS	Subic Bay International Airport, Subic Bay Freeport Zone, Philippines and is defined in drawings sheet no. A-1, A-2.
Qty	Item / Description	Location					
1	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS	Subic Bay International Airport, Subic Bay Freeport Zone, Philippines and is defined in drawings sheet no. A-1, A-2.					
1.28	The Start Date is <i>the effective date indicated in the Notice to Proceed</i> .						
1.31	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS						
2.2	Completion of the works is <i>within Two Hundred Fifty (250) Calendar Days</i> from the date as indicated in the Notice to Proceed.						
5.1	The Procuring Entity shall give possession of so much of the Site to the Contractor after a pre-construction meeting between authorized representatives of the Subic Bay Metropolitan Authority and the Contractor.						
6.5	The Contractor shall employ the following Key Personnel : <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">KEY PERSONNEL</th> <th style="text-align: center;">No. of Key Personnel</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Project Manager (Licensed Electrical or Electronics Engineer)</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	KEY PERSONNEL	No. of Key Personnel	Project Manager (Licensed Electrical or Electronics Engineer)	1		
KEY PERSONNEL	No. of Key Personnel						
Project Manager (Licensed Electrical or Electronics Engineer)	1						

	Project Engineer (Licensed Electronics or Electrical Engineer)	1
	Foreman	2
	Safety Officer	1
	Quality Control (Licensed Civil/Electrical Engineer)	1
	<i>NOTE: The names of the Key Personnel and their designation shall be filled out by winning contractor prior to contract signing.</i>	
7.4(c)	No further instructions.	
7.7	No further instructions.	
8.1	Subcontracting is not allowed.	
10	The site investigation reports are: Not Available .	
12.3	No further instructions.	
12.5	Fifteen (15) years.	
13	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.	
18.3(h)(i)	No further instructions.	
21.2	The Arbiter is: Construction Industry Arbitration Commission 2/F & 5/F, Executive Center Bldg. 369 Gil Puyat Ave., cor. Makati Ave., Makati City Tel. Nos.: (+632) 895.4424 / 895.6826 Fax No.: (+632) 897.9336 E-mail: ciap@dti.gov.ph	
29.1	Not applicable.	
31.1	The contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>ten (10) calendar days</i> from receipt of Notice of Award.	
31.3	The period between Program of Work updates is thirty (30) calendar days . The amount to be withheld for late submission of an updated Program of Work is 10% of the amount of the next billing progress.	
34.3	The Funding Source is the <i>Government of the Philippines GAA-2017</i>	
39.1	The amount of the advance payment is <i>fifteen percent (15%) of the Contract Price</i> , which shall be given to the Contractor not later than <i>fifteen (15) calendar days</i> from receipt of the Contractor's request, subject to the requirements under GCC Clause 39.2.	

40.1	<p>Progress payments shall be subjected to 10% retention for delivered equipment as follows and as specified in the technical specifications, section VI</p> <ul style="list-style-type: none"> • 70% (net of 15% advance payment) after supply, delivery, installation and running on test basis. <i>(Certificate from SBMA that the required equipment are running on test basis)</i> • 30% after testing and commissioning. <i>(Certificate of SBMA of Project Completion)</i>
40.4	No further instructions.
51.1	<p>The “As built” drawings, signed and sealed by License Engineers/Professionals, shall be submitted in hard copies and e-copies (in Autocad format) within ten (10) calendar days after project completion.</p> <p>For projects with duly approved variation (change/amendment/ deviation in the original scope of work), the Contractor is required to submit three (3) sets of “as built” drawings after the project completion but prior to the conduct of the TIAC.</p>
51.2	<p>The amount to be withheld for failing to produce “As Built” drawings and/or operating and maintenance manuals by the date required is one percent (1%) of the Contract Price or the non-issuance of the Retention Money</p>

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INTRODUCTION

1. Equivalency of Standards and Codes

Whenever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition, or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified, will be accepted subject to the Engineer's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor, and submitted to the Owner's Representative at least 28 days prior to the date when the Contractor desires to use them for the Owner's Representative consent. In the event the Owner's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

2. The Standard Specifications

The Standard Specifications applicable to this Contract shall be the Republic of the Philippines, Department of Public Works and Highways (DPWH) "Standard Specifications" for Highways, Bridges and Airports (Volume II) 2013 or latest edition and orders of the department. "Item" herein refers to the item number with the Standard Specifications.

3. Special Specifications

To supplement the Standard Specifications, reference should be made to the attached Special Specifications for the special item of works and the Environmental Special Specifications.

4. Other Generally-Accepted Principles and Practices in Civil Engineering

The generally-accepted principles and practices in Civil Engineering are hereby adopted in so far as they do not run in conflict with established specifications.

DEFINITION OF TERMS

Whenever the following terms are used in these specifications, the intent and meaning shall be interpreted as follows:

AASHTO

The American Association of State Highway and Transportation Officials, the successor association to AASHTO.

ASTM

The American Society for Testing and Materials

BS

British Standard Institution.

BRS

Bureau of Research and Standard

DOST

Department of Science & Technology

DTI

Department of Trade & Industry

CONTRACT

The written agreement covering the works to be performed. The Contract shall include, but is not limited to: The Contract Agreement, the Conditions of Contract, the Contract Specifications, drawings, plans and other legal requirements as may be required.

CONTRACTOR

The party or parties on whose behalf the Bid was submitted including its or their respective permitted assignees and where the Contractor comprises more than one party and the context so requires, each and every such party.

PROJECT-IN-CHARGE FOR SBMA

Any person appointed by the owner, Subic Bay Metropolitan Authority (SBMA) to perform the duties set out in the Conditions of Contract.

LABORATORY

The official testing laboratories of the Contractor as required.

MATERIALS

Any substance specified or required for use in the construction of the Contract work.

PLANS

The official drawings or exact reproductions which show the location, character, dimensions and details of works to be done.

WORK

The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the Contract.

SPECIFICATIONS

The meaning as identified on the Contract conditions and requirements.

For additional Definition of Terms and interpretations, please refer to clauses applicable in the Conditions of Contract.

FACILITIES FOR THE ENGINEER

A Field/Laboratory Office

a. Description

Provision for field/laboratory office as may be required and approved by the project-in-charge for SBMA to be used for the duration of the project shall be in accordance with the requirements of the DPWH: Standard Specifications for Highways, Bridges, and Airports (2013).

b. Basis of Payment

Provision for field/laboratory office shall not be paid separately but shall be a subsidiary part of the contract bid, included in the unit price in general or specific overheads.

B Vehicle for the Engineer

a. Description

The Contractor shall provide within fifteen (15) calendar days upon receipt of Notice to Proceed until receipt of Certificate of Completion, the following:

2 units – Class 1, 4 x 2 Pickup Truck, double cab, not older than local model year 2016, Automatic Transmission, with a displacement of not less than 2.2 Diesel Engine with Air Condition, in good running operational condition

The above vehicle shall be used by SBIA representatives or their duly authorized representatives.

The vehicle to be provided must be to the satisfaction of the Engineer.

The vehicle shall comply in all respect, with relevant Philippine National or Local Laws, statutes and regulations and shall be provided with comprehensive insurance, **spare tire** and all necessary tools.

The Contractor in coordination with the Engineer or his duly delegated representative, shall maintain the vehicle in good running condition and shall supply appropriate lubricant and fuel (**equivalent to 10 liters of diesel per day per unit**) during the contract period.

During the time that the vehicle is not available due to maintenance and or repair periods, the Contractor shall provide alternate vehicle of the same type/performance to be approved by the Engineer.

b. Basis of Payment

Vehicle for the Engineer shall not be paid separately but shall be a subsidiary part of the contract bid, included in the unit price in general or specific overheads.

The contractor shall be penalized Php 20,000.00 per day for every day that a vehicle is not provided.

C Assistance to the Engineer

a. Description

The Contractor shall at all times during the duration of the Contract provide for the use of the Engineer all equipment, instruments, and apparatus, all information and records and qualified labors required by the Engineer for inspecting and measuring of Works.

The Contractor shall provide the following minimum required personnel in the duration of the Contract

1 - Site Engineer

1 – Cost Engineer

1 - Liaison Officer

1 - Secretary

b. Basis of Payment

Assistance to the Engineer shall not be paid separately but shall be a subsidiary part of the contract bid, included in the unit price in general or specific overheads.

DIVISION I

1.0 **GENERAL AND OTHER REQUIREMENTS**

1.1 Provide and install project information signboard as indicated in the drawings including all other materials and incidentals necessary to complete the work.

A. Description

The work shall consist of furnishing, installing and maintaining during the duration of the project, the project information signboard of the type specified in accordance with this specifications and the details and location shown on the drawings hereof or as specified by the SBMA Project-in-Charge.

The Project Information Signs shall be:

- a. The project sign prescribed by the Commission on Audit (COA).
- b. Shall be a tarpaulin signboard that must be suitably framed for outdoor display at the project location and shall be posted as soon as the award has been mad.

B. Material Requirements

a. Sign Panel

The panel for the SBMA/COA project sign shall be the standard 8 ft x 8 ft Tarpaulin Signboard suitably framed.

b. Posts and Frames

The post and frames shall be hard wood of the specie indicated on the plans.

c. Hardware

All hardware's shall be of the kind and size specified on the drawings or as approved by the SBMA Project-in-Charge.

d. Texts

Text for Main Information shall be 3" Helvetica font; black and 70 dpi resolution and for Sub-Information shall be 1" Helvetica font; black and 70 dpi resolution as indicated on the drawings.

C. Construction Requirements

a. Location

The project information signs shall be installed at the area designated by the SBMA Project-in-Charge.

b. Excavation and Backfilling

Holes shall be excavated to the required depths of the bottom of the posts as shown on the plans.

c. Erection of Posts

The posts shall be erected vertically in position at the locations shown on the Plans or as ordered by the SBMA Project-in-Charge.

d. Installation of Sign Panel

The sign panel shall be erected in accordance with the details shown on the Plans. Any chipping or bending of the sign panel shall be considered as sufficient cause to require replacement of the panel at the expense of the Contractor.

The exposed portion of the fastening hardware on the face of the sign shall be painted to match the background color.

D. Method of Measurement and Basis of Payment

The accepted quantities shall be paid for at the contract unit price for item Project information signboard as indicated on plans and specifications which price and payment shall constitute full compensation for all the works and incidentals prescribe in this item.

Payment will be made under:

Pay Item No.	Description	Unit of Measurement
1.1	Provide and install project information signboard as indicated in the drawings including all other materials and incidentals necessary to complete the work.	set

1.2 Provision for mobilization and demobilization

A. Description

Mobilization: When the Contractor has executed all works necessary to transport equipment to the site to furnish and provide the necessary equipment listed as follows:

1. One(1) Hauling Truck
2. One (1) Back Hoe with Breaker
3. One (1) Leveling and alignment Instrument for Sequence Flashing Lights*
4. One (1) Concrete Mixer, One (1) bagger
5. One (1) Concrete Vibrator
6. One (1) Hydraulic Crane

All incidentals tools and equipment necessary to complete the works.

*Note: ***For sequence flashing lights (SFL) with built in leveling and alignment capability item 3 of the above is no longer required provided proof is presented/ described in the product brochure as submitted during the bid opening.***

Demobilization: When the Contractor has moved out all the equipment that are no longer necessary, and when the area is cleaned and satisfactory to SBMA.

B. Mobilization Phase

Contractor shall mobilize and bring out into work all personnel and equipment in accordance with his approved Construction Program, Equipment Moving and Utilization Schedule and Manpower Schedule, from its regular place of business or another project to the site to undertake the Contract.

Mobilized equipment required in the contract shall be duly listed by the Contractor for approval and shall not be removed from the site by the same without prior written approval from the SBMA Project-in-Charge.

All Contractor's initial mobilization requirement costs such as planning and designing all temporary works and facilities and making submittals to the SBMA Project-in-Charge, recruiting and transferring staff, obtaining all necessary government licenses, permits, clearances, etc., and any other costs involved in preparing to carry out the permanent works as stipulated in the contract and/or as required by the SBMA Project-in-Charge, shall be included in this item.

All items prescribed above shall comprise the general aspects of the Mobilization Phase.

C. Demobilization Phase

Upon completion of the project, the Contractor shall clear all the areas under contract to the satisfaction of SBMA including the dismantling of temporary facilities, retouching and restoring of affected structures/facilities within and/or outside of the project area, hauling of salvaged materials to designated areas and clearing, transport and disposal of all construction debris. The contractor shall also pullout all existing manpower and equipment as duly approved by the Project-in-Charge for SBMA.

The designated disposal area is at the Olongapo City Landfill with the following payment scheme/options:

1. Hauling by the Contractor

- **Tipping Fee of Php 1,800.00 for every two (2) tons or one (1) dump truck load**
- Requirements to be processed by the Contractor.
 - Certification from the end user/implementing department of the project, which is the SBMA Airport Department.
 - Clearances from the (i) Solid Waste Management Division of the SBMA Maintenance and Transportation Department, (ii) SBMA Procurement and Property Management Department and (iii) the Bureau of Customs in the Subic Bay Freeport Zone.,

2. Hauling through the SBMA's Maintenance Services

- Service Charge of Php 4,500.00 for every two (2) tons or one (1) dump truck load
- Requirements and/or clearances will be processed by the Solid Waste Management Division of the SBMA Maintenance and Transportation Department.

All items prescribed above shall comprise the general aspects of the Demobilization Phase.

Costs incurred in mobilization and demobilization shall not be paid separately but shall be included in the unit prices in general or specific overheads.

1.3 Construction Safety and Health Requirements

A. Description

This item shall be in accordance with DOLE Department Order N0. 13, otherwise known as Guidelines Governing Occupational Safety and Health in the Construction Industry.

Personal Protective Equipment (PPE): The Contractor shall provide the required PPE for all its workers needing such equipment. All other persons entering the construction site must wear the necessary PPE.

Safety Personnel: The Contractor shall have over-all management and coordination of all safety and health officers/personnel working within the construction site. All full time safety and health personnel must be accredited by DOLE.

Construction Safety Signage's: Mandatory provision of safety and warning signs shall be in place on the construction site and nearby area to warn the general public. Signs shall conform to the standard requirements of the OSHS.

Safety on Construction Equipment: All heavy equipment operators must be accredited and certified by TESDA while heavy equipment shall be tested and certified by DOLE recognized association/organization.

B. Method of Measurement and Basis of Payment

The accepted quantities shall be paid for at the contract unit price for item **Construction Safety and Health Requirements** which price and payment shall constitute full compensation for all the works and incidentals prescribe in this item.

Payment will be made under:

Pay Item No.	Description	Unit of Measurement
1.3	Construction Safety and Health Requirements	l.s.

1.4 Provision for project documentation

A. Description

Provide necessary documents as stipulated in the contract and as required by the SBMA Project-in-Charge including photographs taken at the job site at the specified stages of the contracted work or as again directed by the SBMA Project-in-Charge.

At all instances requiring progress photograph presentation, the following guidelines must be maintained:

- Size : 5R
- Type: Smooth surface, glossy print, single weight paper with white base mounted on muslin or on double weight glossy paper.
- Photographs and prints must be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.
- Photographs must be of the same view position of the works to show continuous progress of the works until the works are completed or as directed by the Project-in-Charge for SBMA.
- Photographer should identify each photograph location or by such other means as acceptable to the Project-in-Charge for SBMA, to enable future photographs to be taken from the same location and position.
- The contractor shall see to it the standard procedures for taking progress photographs are complied with; photograph shall be taken at the same point at the same angle “before”, “during” and “after” the completion of each particular work(s). These photographs shall be properly labeled and arranged in a page for ready comparison and must be submitted together with the progress billing.

B. Basis of Payment

Provision for project documents and progress photographs shall not be measured and paid separately but shall be considered integral with the other pay items of the contract.

1.5 Provision for water and electrical charges

A. Description

SBMA shall provide assistance for necessary coordination for the provision of water and electrical supply for project related activities by the Contractor during the duration of the contract. Note that all expenses incurred, tapping and consumption, for this item shall be shouldered by the Contractor and, facilitation of requirements shall be undertaken by the latter.

Necessary temporary connections/extensions, etc. (labor and materials) shall be provided by the Contractor upon identification by the SBMA Project-in-Charge of the source/tapping point for water and electrical supply to be used for the project. The contractor shall restore (dismantle connections/extensions, etc.) to original state the sources of the utility supplies upon project completion.

B. Basis of Payment

Water and electrical connections and restorations shall not be measured and paid separately but shall be considered integral with the other pay items of the contract, including consumption charges incurred.

DIVISION II

2.0 Equipment Installation Works

- 2.1** Supply, delivery, installation, testing commissioning of new Movement Area Guidance Signs (MAGS) including wires, conduits, CCR, interfacing to the existing AFL remote control system, New midfield Wind Direction Indicator (WDI) and all other materials and incidentals necessary to complete the work.
- 2.2** Supply, delivery, installation, testing commissioning of new Sequenced Flashing Lights including wires, conduits, transformers, remote brilliance control and all other materials and incidentals necessary to complete the work.
- 2.3** Supply, delivery, installation, testing commissioning of new four (4) units Circuit Selector to replace the existing units for Approach and Threshold Lights, new two (2) units of Circuit Selectors to replace the existing units for Runway Center line Lights, interfacing to the existing AFL remote control system complete with accessories all other materials and incidentals necessary to complete the work.
- 2.4** Supply, delivery, installation, testing commissioning of new two (2) units Constant Current Regulator to replace the existing units for PAPI lights 07 & 25, interfacing to the existing AFL remote control system complete with accessories all other materials and incidentals necessary to complete the work.
- 2.5** Supply, delivery, installation, testing commissioning of new PAPI light's cables, conduits and all other materials and incidentals necessary to complete the work.
- 2.6** Supply, delivery, installation, testing commissioning of new main ducting including conduits, manhole, HDD works and all other materials and incidentals necessary to complete the work.

Payment will be made under:

Pay Item No.	Description	Unit of Measurement
2.1	Supply, delivery, installation, testing commissioning of new Movement Area Guidance Signs (MAGS) including wires, conduits, CCR, interfacing to the existing AFL remote control system, New midfield Wind Direction Indicator (WDI) and all other materials and incidentals necessary to complete the work.	set
2.2	Supply, delivery, installation, testing commissioning of new Sequenced Flashing Lights including wires, conduits, transformers, remote brilliance control and all other materials and incidentals necessary to complete the work.	set
2.3	Supply, delivery, installation, testing commissioning of new four (4) units Circuit Selector to replace the existing units for Approach and Threshold Lights, new two (2) units of Circuit Selectors to replace the existing units for Runway Centerline Lights, interfacing to the existing AFL remote control system complete with accessories all other materials and incidentals necessary to complete the work.	set
2.4	Supply, delivery, installation, testing commissioning of new two (2) units Constant Current Regulator to replace the existing units for PAPI lights 07 & 25, interfacing to the existing AFL remote control system complete with accessories all other materials and incidentals necessary to complete the work.	set
2.5	Supply, delivery, installation, testing commissioning of new PAPI light's cables, conduits and all other materials and incidentals necessary to complete the work.	set
2.6	Supply, delivery, installation, testing commissioning of new main ducting including conduits, manhole, HDD works and all other materials and incidentals necessary to complete the work.	

3.0 SPECIFICATIONS

Item	Specifications	State “Comply”/ “Not Comply” and indicate brand/model description/ remarks	Please cross-refer to page/tab/ index no. of attached printed (and CD format, if applicable) literatures:
A.	NEW MOVEMENT AREA GUIDANCE SIGNS INCLUDING THE NEW MIDFIELD WIND DIRECTION INDICATOR (WDI)		
A.1	Twenty (20) units Information Sign (<i>See Drawings Sheet A-3</i>)		
A.2	Twelve (12) units Mandatory Sign (<i>See Drawings Sheet A-3</i>)		
A.3	All signs shall be illuminated by LEDs, fully compliant with the new ICAO Annex 14 complete with:		
A.3.1	The signs shall be certified to FAA AC 150/5345-44 (latest edition) for Mechanical Properties and Frangibility.		
A.3.2	The signs shall be certified to FAA AC 150/5345-44 (latest edition) for Photometric, Chromaticity, and Wind Load to ICAO Annex 14, Vol 1.		
A.3.3	Interconnecting wires and cable assemblies with FAA L823 moulded two pole plugs or its equivalent.		
A.3.4	The signs shall have a frangible construction. The frangibility of the sign shall not lead to diminishing of capability to withstand wind and jet blast velocities.		
A.3.5	LED light fixtures; The design of the LED electronics must ensure sign lumen maintenance of 70% (L70) minimum for greater than 50,000 hours. To ensure reduced energy and maintenance requirements, the sign light source shall utilize individual Light Emitting Diodes (LED) mounted on a strip PCB with an aluminum backer to manage the heat generated by the LED junction or manufacturer’s standards complying to the requirement.		
A.3.6	Necessary Interface transformers, electronics converters inverters and protective device for functions to 2.8 amps from 6.6 amps 5 steps CCR lighting circuit; the LED sign shall have an input Power Factor >0.99 as measured on the primary of the L-830 or L-831 isolation transformer		
A.3.7	The sign shall impose a low load (VA) on 3-step, 5-step or 5.5A (1-step) constant current regulator using an external mounted LED power supply contained on an IP66 minimum rated enclosure to protect components against intrusion of objects and water.		
A.3.8	The sign shall be furnished with an externally mounted on/off switch to allow maintenance personnel to isolate the sign components from the series circuit power. The on/off switch shall be located on the external power enclosure and be easily accessible and visible. Internal power cord shall be through frangible leg closest or directly to the external power supply enclosure.		
A.3.9	Front Panel, polycarbonate; To ensure maximum pilot visibility, the sign shall have a flat, vertical face that collect less dirt and shall have illumination uniformity exceeding the ICAO specification		
A.4	High voltage series circuit cables.		
A.4.1	5kV, 1C-8 mm ² XLPE PVC sheathed Cable, 13.5-14.2mm outside diameter.		
A.4.2	Shall be laid across the existing conduits and necessary trenching/conduits shall be provided as shown in the drawing		
A.4.3	New 14mm ² bare copper counterpoise wires shall be installed above the new high voltage series circuit cables conduit duct bank for lightning protection.		
A.4.4	Unless otherwise specified, all plug joints shall be protected by 4 layers of self-bonding tape, topped by 3 layers of PVC tape, with the exception of all connections with the secondary lead cable of the isolating transformer,		

	whose receptacle shall be joined to the plug of the light fittings.		
A.4.5	Each underground cable shall bear cable identification circuit markers for a non-corrodible material, as directed by the Engineer.		
A.5	All existing signage shall be removed including the inventory and transport to SBMA designated location within SBFZ. The high voltage series cables of Taxiway Edge Lights shall be reconnected and inspected by the SBMA Engineer upon removal of each signage.		
A.6	Information and Mandatory Signs shall be in a single circuit powered by the new one (1) unit 10kVA/kW CCR through the new high voltage series circuit cables.		
A.7	Interfacing of the new units of Constant Current Regulator (CCR) with the existing AFL Remote Control System including the necessary interconnecting cables and conduits.		
A.8	Supply and installation of new 60A circuit breaker compatible to the existing Main Distribution Panel (MDP) of Bldg. 8049 for the new CCR including the compatible power cables.		
A.9	New 1-unit solar powered CAAP MOS 8.7.2 and 9.5 compliant or its ICAO/FAA equivalent Midfield Wind Direction Indicator (WDI) complete with:		
A.9.1	New mast with pedestal with mechanism for maintenance access or equivalent.		
A.9.2	Must consist of a tapering fabric sleeve attached to a pole 6.5m above the ground.		
A.9.3	The sleeve must be 3.65m long and taper uniformly 900mm in diameter to 250mm in diameter.		
A.9.4	The wide end must be mounted on a rigid frame to keep the end of the sleeve open and attached to the pole so as to allow it to move around freely.		
A.9.5	The illumination of a wind direction indicator is to be achieved by providing floodlighting from above by means of photocell controlled four (4) 50W 240V LED lamps in either vertical elliptical industry reflectors, or round deep bowl reflectors, between 1.8 m and 2.2 m above the mid-height of the sleeve mounting, and between 1.7 m and 1.9 m radial distance from the axis of rotation of the wind sleeve or manufacturer's standard complying to A.9		
A.9.6	The floodlighting is to be aimed and shielded so as to: (a) not cause any glare or distraction to pilots; and (b) uniformly illuminate the maximum swept area of the wind sleeve.		
A.9.7	Provision of photo controller and grounding system		
A.9.8	Provision of circuit breaker with weather proof enclosure (NEMA Type 3) at the Wind cone mast base.		
A.9.9	Provision of 1 set of spare LED lamps and cone fabric sleeve		
A.9.10	Services and materials for the concrete pavement and paint markings as indicated in the drawings for the new WDI and new Ground Signal Area.		
A.9.11	The existing Midfield, Rw07 & 25 WDIs shall be removed including the inventory and transport to SBMA designated location within SBFZ.		
B.	SEQUENCED FLASHING LIGHTS FOR RWY 07 Subic Bay Metropolitan Authority (SBMA) intends to procure brand new, of latest model, Sequenced Flashing Lights for Runway 07.		
B.1	Lighting System		
B.1.1	The Sequenced Flashing Lights shall be installed on Runway 07, consisting of ten (10) units unidirectional elevated capacitor discharged flashing lights.		
B.1.2	Sequenced Flashing Lights shall be located in existing foundations with necessary retrofitting to suite the new control box.		
B.1.3	The lights shall be flashing white lights with a flash frequency between 60 and 120 per minute.		
B.1.4	The lights shall be visible only in the direction of the approach to the runway.		
B.1.5	High intensity light fitting shall be of unidirectional elevated type in compliance with ICAO Annex 14, Vol. I, paragraph 5.3.5 and 5.3.8 or		

	Annex 14, Vol. II, paragraph 5.3.3 / FAA L-849(AC 150/5345-51) specifications.		
B.1.6	Each fitting and supporting pole if necessary shall be of lightweight frangible construction suitable for concrete mounting base and shall be of sufficient strength to withstand aircraft engine blast.		
B.1.7	Lamp life shall be greater than 1,000 hours at maximum intensity.		
B.1.8	Light fitting shall have two micro switches one each for lamp and light fixture door.		
B.1.9	Exterior finished color of light fitting shall be yellow color.		
B.1.10	High intensity light fittings shall be installed on the top of existing Frangible pole.		
B.1.11	In elevation, the axis of the beams of the high intensity approach lights shall be set as 5.5 to 7.0 degrees. These lights shall be installed as accurately as practicable but in no case, shall the error be greater than ± 0.25 degree.		
B.2	Power Supply Control Cabinet		
B.2.1	The Power Supply Control Cabinet shall consist of an inner box and outer box.		
B.2.2	The Power supply outer boxes for the Sequenced Flashing Lights shall house an inner Power supply box containing the high voltage capacitor and the solid-state components assembled on Printed Circuit Boards.		
B.2.3	The outer box shall be weather proof fitted with anti-condensation heater and terminals.		
B.2.4	The inner box shall house the PCB's, Capacitors and security switch which are mounted in outer box.		
B.2.5	The inner box must be removable from the outer box for easy maintenance and troubleshooting and shall be easily replace with spare inner box.		
B.2.6	The inner box must have limit switch which will automatically shutoff once box is open.		
B.2.7	Power supply shall be 230Vac (+/- 10%), 60 Hertz.		
B.2.8	Power consumption shall be less than 230watts at maximum Brilliancy.		
B.2.9	Power factor shall be greater than 0.95, Efficiency greater than 0.8.		
B.2.10	Working Temperature shall be -25 to +55degree centigrade.		
B.3	Power Supply System The Sequenced Flashing Lights shall be supplied with power from the Power Substation near Rwy 07, by means of 230VAC supplied from the Equipment Distribution Panel with new Step Up & Step down 5 KVA transformer single Phase.		
B.4	Brilliancy Control The Runway Threshold Identification Lighting System shall be controlled in three (3) brilliancy steps of 100%, 10%, 3% of the full brilliancy, by modification of existing ATC remote control desk to suit the new 3 energy Level SFL.		
B.5	Power and Control cable		
B.5.1	Power cable shall be 600 volts, XLPE, PVC sheathed, 3 conductors, size will depend on consumption of the light unit. New power cables shall be installed from the new step down transformer across each power supply unit of sequenced flashing light.		
B.5.2	Control cable shall be 600 volts, XLPE, PVC sheathed at least 4 pairs, size as required by equipment manufacturer. New control cables shall be installed from the Glidepath 07 area across each control unit of sequenced flashing light.		
B.5.3	Existing support brackets, anchor bolts, cable eye bolts, guy wires, turn buckles, cable clip, shackles for sequenced flashing lights shall be replaced with stainless steel material. The cables shall be enclosed in a flexible conduit that can withstand years of exposure to weather and protects the cable from physical contact to the cable clip/clamp.		

C.	CONSTANT CURRENT REGULATOR (CCR) AND CIRCUIT SELECTOR Subic Bay Metropolitan Authority (SBMA) intends to procure brand new, of latest model, Constant Current Regulator (CCR) and Circuit Selector.		
C.1	One (1) unit 10kVA/kW minimum Constant Current Regulator (CCR) for the new MAGS and Two (2) units 5kVA/kW minimum CCR to replace the existing units for Precision Approach Path Indicator (PAPI) Lights of Runway 07 & 25		
C.1.1	Control & monitoring shall be microprocessor/microcontroller based w/ non-volatile memory (NVE)		
C.1.2	The CCR shall use a Ferroresonant core /Thyristor design (clean output sinusoidal wave form) that produces minimal EMI, high efficiency and near unity power factor for AC 150/5345-10 test conditions; The CCR shall exceed the EMI testing requirements specified in FAA AC 150/5345-10 (current edition), 6.6amp, 220/240VAC \pm 10%, single phase, 60Hz ICAO compliant; Certified to FAA AC 150/5345-10 or its equivalent		
C.1.3	The CCR shall supply {one to five} brightness output levels to power the airfield lighting circuit		
C.1.4	Lightning arrester – Arresters of the proper rating to protect the CCR from lightning must be installed at the output terminals of the CCR.		
C.1.5	Back indicator and Remote control (24-60VDC)		
C.1.6	Open circuit and over current protection		
C.1.7	Earth fault detector		
C.1.8	Serial mode communication (Jbus/Modbus)		
C.1.9	Circuit breaker - An integral CCR circuit breaker shall be installed inside of the regulator and accessible with the regulator door closed		
C.1.10	Menu type keyboard		
C.1.11	Digital display of parameters		
C.1.12	Input & output electrical measurement		
C.1.13	Display in front panel		
C.1.14	CCR can be re-configured without connecting to computer		
C.1.15	Keypad in front panel		
C.1.16	The input power factor shall be at least 0.99		
C.1.17	Output accuracy: Better than \pm 1%		
C.1.18	The efficiency shall be at least 95%		
C.1.19	Normal temperature: -20 °C to 55°C; Operating temperature: -40°C to +55°C		
C.1.20	Humidity: 95% max		
C.1.21	A single control board shall be used for all versions of the CCR to make troubleshooting easier and to minimize spare parts		
C.1.22	The CCR shall have output current surge limitation designed so that switching the equipment on and off, changing brightness steps, or opening/shorting the output will not produce current surges that will damage the CCR or any equipment connected to its output		
C.1.23	An integral CCR output S1cutout shall be installed inside/outside of the regulator		
C.2	Six(6) units Circuit Selector to replace the existing two (2) units of Centerline Lights, four (4) units of Approach &Threshold lights of Rwy 07 & 25		
C.2.1	Built-in lightning arrester		
C.2.2	For 2 circuits non simultaneous operation		
C.2.3	48VDC control voltage, single phase 230 VAC		
C.2.4	In steel wall mounted cabinet equipped with door micro switch		
C.3	Interfacing of the new units of Constant Current Regulator (CCR) & Circuit Selectors with the existing AFL Remote Control System including the necessary interconnecting cables and conduits.		

D.	HIGH VOLTAGE SERIES CIRCUIT CABLES FOR PAPI LIGHTS 07 & 25 Supply and installation of new 5kV, 1C-8 mm ² XLPE, PVC sheathed cables with conduits to replace the existing direct buried cables of PAPI Lights for Runway 07 & 25.		
E.	SITE WORKS AND SYSTEM SUPPORT		
E.1	GENERAL		
E.1.1	All works/installations shall be in accordance with the submitted OEM installation manuals and in compliance with ICAO Annex 14.		
E.1.2	In coordination with SBMA, the Contractor shall be responsible for the dismantling of the existing items & ancillaries to be replaced in this project.		
E.1.3	All dismantled items shall be transferred/transported and stored by the Contractor in a SBMA designated storage area. Inventory list of equipment dismantled shall be submitted by the Contractor to SBMA.		
E.1.4	The dismantled equipment shall be packaged in a standard wood crate designed to accommodate the equipment of each system for ready transport. A duplicate copy of the inventory list shall also be attached in front of the crate to identify its contents. Handling instructions and crate identification number shall also be provided.		
E.1.5	Prior to installation, the supplier shall provide shop drawings of the system for approval by concerned authority.		
E.1.6	Prior to substantial completion of the Works, the Contractor shall, for record purposes, prepare and submit to the Engineer for his approval as-built drawings in soft copy AutoCAD 9.0-format and hard copies with one (1) reproducible and three (3) copies. Such drawings will represent accurately the Works as constructed incorporating the effect of all Site changes, variations and instructions.		
F	ELECTRICAL SYSTEM		
F.1	Electrical installations shall be in accordance with the latest provisions of the Philippine Electrical Code.		
F.2	Surge and lightning protection devices shall be supplied/installed by the Contractor. The system shall be designed and rated so as not to incur damage to Equipment during occurrences of surges/lightning strikes.		
F.3	Data/Control and Power cables shall be correctly spaced to avoid interferences.		
F.4	All electrical devices installed shall be of high standard, designed and used for the purpose, UL listed or compliant to equivalent standard.		
F.5	All electrical wires shall undergo insulation testing with min 1Mohm.		
G	GROUNDING SYSTEM		
G.1	The Contractor shall provide new grounding systems. With considerations to local terrain, the ground resistance shall not be greater than 5 ohms.		
G.2	Ground conductor configuration shall be in accordance with the Original Equipment Manufacturer (OEM) standard specification.		
G.3	Equipment grounding shall be separate from the grounding system of the counterpoise and/or shall be in accordance with OEM standards/requirements.		
G.4	Connections to grounding rods shall be exothermic.		
H	MAINTENANCE TOOLS		
H.1	Supply and delivery of 1 unit luminance meter.		
H.2	Supply and delivery of 1 unit digital megger.		
H.3	Supply and delivery of 1 unit digital earth tester.		
H.4	Supply and delivery of 1 unit digital ammeter for the CCR up to 6.6A.		
H.5	Supply and delivery of 1 unit battery load tester for the airfield lighting generator set.		
H.6	Supply and delivery of 2 sets of tool box with the following minimum tools:		
H.6.1	1 set socket wrench		

H.6.2	1 set allen wrench		
H.6.3	1 set screw drivers		
H.6.4	Electrical pliers		
H.6.5	Electrical long nose pliers		
H.6.6	Electrician knife		
H.6.7	Vise grip		
H.6.8	10” Adjustable wrench		
H.6.9	1 set precision tools		
H.6.10	Mechanical plier		
H.6.11	Hammer		
H.6.12	Hack saw		
H.6.13	1 set open/close wrench		
H.6.14	Measuring tape		
H.6.15	Oil filter wrench vise style grip		
H.6.16	Calibration/Realignment Tools		
H.6.17	2-Maintenance Laptop, at least 13”, 8 th Gen i7, 16GB, 500GB SSD, FHD		
I	TECHNICAL MANUALS		
I.1	Shall have at least 2 (two) hard copies and a soft copy of the technical manuals.		
I.2	The manuals shall contain the following: (a) General and functional descriptions of the equipment; (b) Equipment installation and theory of operation (c) Preventive and corrective maintenance (d) Block diagrams and schematic diagrams, (e) Technical Specification and List of components and spare parts.		
J	TRAINING		
J.1	The supplier shall provide an on-site training after installation of the equipment to at least 15 technical personnel of the SBMA-SBIA.		
J.2	The training shall cover: (a) Safety Procedures and Standards; (b) Operation and Preventive Maintenance Procedures; (c) Corrective Maintenance Procedures; (d) Calibration Procedures (for CCR) and (e) Realignment Procedures for AGL		
J.3	The supplier shall be responsible for all necessary expenses of the training such as, but not limited to, training materials, meals, snacks, etc.		
J.4	The training shall only be conducted during office hours 0800H to 1700H on weekdays.		
J.5	The supplier shall issue training certificate to the trainees after completion of the off-site and on-site training.		
K	SPECIAL INSTRUCTIONS		
	Project is VAT free. However, shipments of materials, equipment and other peripherals that are components of the project imported from abroad shall not be consigned to SBMA but to the project proponent. Nonetheless, SBMA will provide assistance to insure all components shall be free of VAT. All other tariffs and duties resulting in the shipment of the project components shall be to the account of the contractor.		

Technical Specifications

(to be included in the Technical Envelope No. 1)

Lot No. 1 : SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS FOR SUBIC BAY METROPOLITAN AUTHORITY

QUANTITY : 1 lot

APPROVED BUDGET FOR THE CONTRACT : **Php 56,837,749.00**

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE
<p>SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS FOR SUBIC BAY METROPOLITAN AUTHORITY</p> <p>Conforms to the attached Scope of Works, Specifications, Terms of Reference and Drawings</p>	
<p>The Intended Completion Date is within Two Hundred Fifty (250) Calendar Days</p>	
<p>The contractor shall be responsible for work and material standard testing requirements.</p>	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company	Signature Over Printed Name of Authorized Representative	Date
-----------------	--	------

Note:

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.

Section VII. Drawings

(Please see separately compiled Drawings)

Section VIII. Bill of Quantities

BILL OF QUANTITIES

Project Name : SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS FOR SUBIC BAY METROPOLITAN AUTHORITY

DIV / ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE (IN PhP)	AMOUNT (IN PhP)
1.0	GENERAL AND OTHER REQUIREMENTS				
1.1	Provide and install project information signboard as indicated in the drawings including all other materials and incidentals necessary to complete the work.	l.s	1.00		
	(Pesos _____ _____ and _____ centavos per set)				
1.3	Construction Safety and Health Requirements	l.s	1.00		
	(Pesos _____ _____ and _____ centavos per l.s.)				
TOTAL FOR DIVISION 1 GENERAL AND OTHER REQUIREMENTS				PHP	
2.0	EQUIPMENT AND INSTALLATION WORKS				
2.1	Supply, delivery, installation, testing commissioning of new Movement Area Guidance Signs (MAGS) including wires, conduits, CCR, interfacing to the existing AFL remote control system, New midfield Wind Direction Indicator (WDI) and all other materials and incidentals necessary to complete the work.	set	1.00		
	(Pesos _____ _____ and _____ centavos per set)				
Sub-Total of this Page				Php	

2.2	Supply, delivery, installation, testing commissioning of new Sequenced Flashing Lights including wires, conduits, transformers, remote brilliance control and all other materials and incidentals necessary to complete the work.	set	1.00		
	(Pesos _____ _____ and _____ centavos per set)				
2.3	Supply, delivery, installation, testing commissioning of new four (4) units Circuit Selector to replace the existing units for Approach and Threshold Lights, new two (2) units of Circuit Selectors to replace the existing units for Runway Centerline Lights, interfacing to the existing AFL remote control system complete with accessories all other materials and incidentals necessary to complete the work.	set	6.00		
	(Pesos _____ _____ and _____ centavos per lot)				
2.4	Supply, delivery, installation, testing commissioning of new two (2) units Constant Current Regulator to replace the existing units for PAPI lights 07 & 25, interfacing to the existing AFL remote control system complete with accessories all other materials and incidentals necessary to complete the work.	set	2.00		
	(Pesos _____ _____ and _____ centavos per set)				
2.5	Supply, delivery, installation, testing commissioning of new PAPI light's cables, conduits and all other materials and incidentals necessary to complete the work.	set	1.00		
	(Pesos _____ _____ and _____ centavos per set)				
Sub-Total of this Page				Php	

2.6	Supply, delivery, installation, testing commissioning of new main ducting including conduits, manhole, HDD works and all other materials and incidentals necessary to complete the work.	set	1.00		
	(Pesos _____ _____ and _____ centavos per lot)				
	Sub-Total of this Page			Php	
	TOTAL FOR DIVISION II EQUIPMENT INSTALLATION WORKS			PHP	
	GRAND TOTAL BID AMOUNT			PHP	

Project Name : SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS

PAY ITEM NO.	PAY ITEM DESCRIPTION :	QUANTITY	UNIT		
2.1	Supply, delivery, installation, testing commissioning of new Movement Area Guidance Signs (MAGS) including wires, conduits, CCR, interfacing to the existing AFL remote control system, New midfield Wind Direction Indicator (WDI) and all other materials and incidentals necessary to complete the work.	1.00			set
A	MATERIAL DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1	Constant Current Regulator (CCR)	1.00	set		
2	LED lighted Movement Area Guidance Signs	32.00	set		
4	8.0mm ² XLPE, 5KV Primary Cable	9,467.00	m		
5	14mm ² BCW	4,576.00	m		
6	Ground Rod, 3/4" Dia. X 3 m, Copper Clad	14.00	set		
7	Copper Weld Grounding connection	1.00	Lot		
8	50mm PVC Pipe w/ Hub	1,392.00	m		
9	Sand Bedding	111.36	m ³		
10	Excavation	417.60	m ³		
11	Backfilling	306.24	m ³		
12	Installation, Testing & Commissioning	1.00	lot		
13	Wind Direction Indicator w/ mast and LED lighting	1.00	lot		
14	17.4m x 17.4m x 0.1m & 11m x 11m x 0.1m Class A	1.00	lot		
	Concrete Slab w/ markings				
	TOTAL MATERIALS			P	
B	EQUIPMENT DESCRIPTION	QUANTITY	HRS	HRLY RATE	AMOUNT
	TOTAL FOR EQUIPMENT			P	
C	LABOR DESCRIPTION	NUMBER	HRS	HRLY RATE	AMOUNT
	TOTAL FOR LABOR			P	
D	DIRECT COST			P	
E	OCM/PROFIT			P	
	TOTAL			P	
	UNIT COST			P	

Project Name : SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS					
PAY ITEM NO.	PAY ITEM DESCRIPTION :	QUANTITY	UNIT		
2.2	Supply, delivery, installation, testing commissioning of new Sequenced Flashing Lights including wires, conduits, transformers, remote brilliance control and all other materials and incidentals necessary to complete the work.	1.00	set		
A	MATERIAL DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1	Sequenced flashing light w/ mounting kits, power & control box	10	set		
2	XLPE Power Cable (3 wires)	264	m		
3	XLPE Control Cable (4 pairs)	826	m		
4	Special 6 core cable	70	m		
5	Splicing kit for control cable/power cable	4	set		
6	Outdoor type step up/down Transformer 2,400/ 240 VAC, single Phase, 60 Hertz,15KVA & accs	2	set		
7	New Remote Control System with Sequence intensity control and interfacing cables	1	lot		
8	Ground wire, #14mm Bare Copper wire	826	m		
9	Ground Rod, 3/4" Dia. X 3 m, Copper Clad	5	set		
10	Copper Weld Grounding connection	1	Lot		
11	Stainless steel guy wire 10mm diameter complete with cable clip, turn buckle, shackle & accessories	134	m		
12	Stainless steel Support/bracket with H.D. & cable eye bolts ,s/s anchor bolts	5	set		
13	50mm PVC Pipe w/ Hub	475	m		
14	Sand Bedding	38.00	m ³		
15	Excavation	143	m ³		
16	Backfilling	105	m ³		
17	50mm HDPE Conduit	54	m		
18	Handhole w/ steel cover	5.00	set		
19	HDD Works	54	m		
20	Installation, Testing & Commissioning	1	lot		
	TOTAL MATERIALS			P	
B	EQUIPMENT DESCRIPTION	QUANTITY	HRS	HRLY RATE	AMOUNT
	TOTAL FOR EQUIPMENT			P	
C	LABOR DESCRIPTION	NUMBER	HRS	HRLY RATE	AMOUNT
	TOTAL FOR LABOR			P	
D	DIRECT COST			P	
E	OCM/PROFIT			P	
	TOTAL			P	
	UNIT COST			P	

Project Name : SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS					
PAY ITEM NO.	PAY ITEM DESCRIPTION :	QUANTITY	UNIT		
2.4	Supply, delivery, installation, testing commissioning of new two (2) units Constant Current Regulator to replace the existing units for PAPI lights 07 & 25, interfacing to the existing AFL remote control system complete with accessories all other materials and incidentals necessary to complete the work.	2.00			set
A	MATERIAL DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1	Constant Current Regulator (CCR)	2.00	set		
2	Installation, Testing & Commissioning	1	lot		
	TOTAL MATERIALS			P	
B	EQUIPMENT DESCRIPTION	QUANTITY	DAYS	DAILY RATE	AMOUNT
	TOTAL FOR EQUIPMENT			P	
C	LABOR DESCRIPTION	NUMBER	HRS	HRLY RATE	AMOUNT
	TOTAL FOR LABOR			P	
D	DIRECT COST			P	
E	OCM/PROFIT			P	
	TOTAL			P	
	UNIT COST			P	

Project Name : SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS					
PAY ITEM NO.		PAY ITEM DESCRIPTION :		QUANTITY	UNIT
2.5		Supply, delivery, installation, testing commissioning of new PAPI light's cables, conduits and all other materials and incidentals necessary to complete the work.		1.00	set
A	MATERIAL DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1	8.0mm ² XLPE, 5KV Primary Cable	12,115	m		
2	14mm ² BCW	2,958	m		
3	Ground Rod, 3/4" Dia. X 3 m, Copper Clad	7	set		
4	Copper Weld Grounding connection	1	lot		
5	50mm PVC Pipe w/ Hub	273	m		
6	2x100mm PVC Pipe w/ Hub	74	m		
7	Sand Bedding	28	m ³		
8	Excavation	104	m ³		
9	Backfilling	76	m ³		
10	Installation, Testing & Commissioning	1	lot		
	TOTAL MATERIALS			P	
B	EQUIPMENT DESCRIPTION	QUANTITY	HRS	HRLY RATE	AMOUNT
	TOTAL FOR EQUIPMENT			P	
C	LABOR DESCRIPTION	NUMBER	HRS	HRLY RATE	AMOUNT
	TOTAL FOR LABOR			P	
D	DIRECT COST			P	
E	OCM/PROFIT			P	
	TOTAL			P	
	UNIT COST			P	

Project Name : SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS					
PAY ITEM NO.		PAY ITEM DESCRIPTION:		QUANTITY	
1.3		Construction Safety and Health Requirements		1.00	l.s
A	MATERIAL DESCRIPTION	Safety Helmet	UNIT	UNIT COST	AMOUNT
1	Safety Helmet	7,531	MD		
2	Safety Shoes	7,531	MD		
3	Gloves	7,531	MD		
4	Rain Coats	7,531	MD		
5	Dust Mask	447	MD		
6	Eye Goggles	447	MD		
7	Ear Mop	447	MD		
8	Body Harness	7,531	MD		
B	TOTAL MATERIALS			P	
	EQUIPMENT DESCRIPTION	QUANTITY	DAYS	DAILY RATE	AMOUNT
C	TOTAL FOR EQUIPMENT			P	
	LABOR DESCRIPTION	NUMBER	DAYS	DAILY RATE	AMOUNT
	Full Time Safety Officer	1.00	156		
D	TOTAL FOR LABOR			P	
E	DIRECT COST			P	
	PROFIT			P	
	TOTAL			P	
	UNIT COST			P	

Section IX. Bidding Forms

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“Annex A”

Bid Form

Date: _____
Invitation to Bid No: PB 19-261-2

To: PROCUREMENT SERVICE

*Bids and Awards Committee II
2nd Floor, PS Complex, RR Road
Cristobal St., Paco, Manila*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS FOR SUBIC BAY METROPOLITAN AUTHORITY
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

Qty	Item / Description	Total Price
1 Lot	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS	P
Total Lot Bid Price:		P

TOTAL LOT BID PRICE IN WORDS:

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) 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;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;

- (f) 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;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) 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
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) 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].
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

“Annex B”

Form of Contract Agreement

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *Procurement Service RR Road, Cristobal Street, Paco, Manila* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[insert the amount in specified currency in numbers and words]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Contractor).

Binding Signature of Procuring Entity

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

“Annex C”

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, 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;

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 following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure 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. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: _____
Fax No/s.: _____
E-mail Add/s.: _____
Mobile No.: _____

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s exhibited to me his/her [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of. _____

Note:

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of

Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

“Annex D”

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid: *Public Bidding No. 19-261-2*

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW
MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD
LIGHTING COMPONENTS FOR SUBIC BAY METROPOLITAN AUTHORITY**

To: PROCUREMENT SERVICE

Bids and Awards Committee II

2nd Floor, PS Complex, RR Road

Cristobal St., Paco, Manila

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 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 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 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;
 - c. I am/we are declared as 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'S 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 exhibited to me his/her [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorney's No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

LIST OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

“Annex E”

Business Name : _____
 Business Address : _____

	Project Manager (Licensed Electrical or Electronics Engineer)	Project Engineer (Licensed Electronics or Electrical Engineer)	Foreman	Foreman	Safety Engineer	Quality Control (Licensed Civil or Electrical Engineer)
1. Name						
2. Address						
3. Date of Birth						
4. Employed Since						
5. Previous Employment						
6. Education						
7. PRC License/ Accreditation from DOLE-OHSC (for the Health and Safety Officer)						
8. Years of Related Experience in Proposed Position						

Note: This List must be supported by individual resumes the following documents:

- 1. Individual resumes to show proof of the following:**
 - a. that the proposed personnel meets the required relative experience
 - b. list of projects handled with the corresponding position and its inclusive years of experience (e.g. Construction of Drainage System, Project Manager, 2012-2017)
- 2. Photocopy of PRC Licenses/DOLE-OHSC**

Submitted by : _____
 (Printed Name & Signature of Authorized Representative)
 Designation : _____
 Date : _____

“ANNEX F”

List Of Equipment, Owned Or Leased And/Or Under Purchase Agreement, Pledged To The Proposed Contract

Business Name : _____
 Business Address : _____

Description	Model/Year	Capacity/Performance/Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor/Vendor
A. Owned							
i.							
ii.							
iii.							
iv.							
v.							
B. Leased							
i.							
ii.							
iii.							
iv.							
v.							
C. Under Purchase Agreement							
i.							
ii.							
iii.							
iv.							
v.							

Note: This List must be supported by proof of ownership, lease and/or purchase agreement. For lease and purchase agreement, proof of ownership from the lessor or certification of availability of equipment from the vendor for the duration of the project.

Submitted by : _____
(Printed Name & Signature of Authorized Representative)

Designation : _____

Date : _____

“Annex G”

Statement Of Single Largest Completed Contract Similar To The Contract To Be Bid

*(For this purpose, similar contracts shall refer to General Engineering with a contract amount of at least **Twenty Eight Million Four Hundred Eighteen Thousand Eight hundred Seventy Four Pesos and Fifty Centavos (Php28,418,874.50)**).*

Business Name : _____

Business Address : _____

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion	a. Date Awarded b. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported by:

1. Any of the following (Notice of Award/ Contract /Notice to Proceed); and
2. Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating (minimum Satisfactory Rating).

Submitted by : _____
(Printed Name & Signature of Authorized Representative)

Designation : _____

Date : _____

“Annex H”

Statement Of All Ongoing Government & Private Construction Contracts Including Contracts Awarded But Not Yet Started

Business Name : _____

Business Address : _____

Name of Contract/Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
<i>Government</i>								
<i>Private</i>								
Total Cost:								

Note: This statement shall be supported by:

1. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:

The day before the deadline of submission of bids.

2. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

Submitted by : _____
(Printed Name & Signature of Authorized Representative)

Designation : _____

Date : _____

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

“ANNEX I”

X-----X

Affidavit Of Site Inspection

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. That I am the [Position of the Authorized Representative] of the [Name of Bidder] with office at [Address of the Bidder]
2. That I have inspected the site for [Name of Contract/Project]. Located at [Location of the Contract/Project] on [Date of Inspection].
3. That I am making this statement as part of the requirement for the Technical Proposal of the [Name of Bidder] for the [Name of Contract/Project] of the Procurement Service (PS).

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

Affiant

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s exhibited to me his/her [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

(Notary Public)

Until _____
PTR No. _____
Date _____
Place _____
TIN _____
IBP _____

Doc. No. ;
Page No. ;
Book No. ;
Series of 20__.

Statement Of Availability Of Key Personnel And Equipment

“Annex J”

[Date of Issuance]

Procurement Service- Department of Budget and Management
RR Road, Cristobal Street
Paco, Manila

*Attention: (The Chairperson)
PS Bids and Awards Committee II*

Dear _____:

In compliance with the requirements of the DBM-PS Bids and Awards Committee for the bidding of the *[Name of the Project]* (“the Project”), we certify that *[Name of the Bidder]* has in its employ key personnel, such as ***Project Manager, Project Engineer, Foreman, Safety Officer and Quality Control*** who will be engaged for the construction of the said Project.

Further, we likewise certify the availability of equipment that *[Name of the Bidder]* owns, has under lease, and/or has under purchase agreement that may be used for the Project.

Very truly yours,

*[Name of Authorized Representative]
[Position]
[Name of Bidder]*

Joint Venture Agreement

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this _____ day of _____ 20__ at _____ City, Philippines by and among:

_____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as "_____";

- and -

_____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as "_____";

- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, _____, hereinafter referred to as "_____";

(Henceforth collectively referred to as the “Parties”

WITNESSETH: That

WHEREAS, the Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____ ;

WHEREAS, the parties have agreed to pool their resources together to form the “ _____ Joint Venture”, hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “ _____”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at _____ ;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

ARTICLE II

PURPOSE

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply and delivery of _____ for the _____ .

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

ARTICLE III

SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

ARTICLE IV

CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	<u> </u> .00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, ____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____(indicate also the Province in the case of Municipality _____, this _____ day of _____(month & year)_____ personally appeared the following:

Name	ID Name, Number and Validity Date
------	-----------------------------------

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

Note:

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

Supplier's Letterhead

Date

**Chairman
DBM-PS Bids and Awards Committee _____
Paco, Manila**

Dear Sir:

This has reference to Public Bidding No. 19-261-2 for (Name of Project).
(Name of Company) respectfully requests for the following:

- Withdraw of Bid Submissions
- Refund of Bid Security
(Attached is a photocopy of the Procurement Service Official Receipt)
- Cancellation of Credit Line Certificate

It is understood that _____ waives its right to file any motion for reconsideration and/pr protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

Authorized Signatory for the Company

Form of Performance Security (Bank Guarantee)

To : Procurement Service
PS Complex, Cristobal St.,
Paco, Manila

WHEREAS, (Name and Address of Supplier) (hereinafter called "the Supplier")
has undertaken, in pursuance of Purchase Order No. dated to execute (Name of
Contract and Brief Description) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish
you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance
with his obligations in accordance with the Contract;

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

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf
of the Supplier, up to a total of [Amount of Guarantee] proportions of currencies in which the Contract Price
is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any
sum or sums within the limits of [Amount of Guarantee] as aforesaid without your needing to prove or to
show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until the date of issue of the Defects of Liability Certificate.

SIGNATURE AND SEAL OF THE
GUARANTOR

NAME OF BANK

ADDRESS

DATE

Four horizontal lines for signature, name of bank, address, and date.

Name of the Procuring Entity : PROCUREMENT SERVICE
 Project Reference Number : 19-261-2
 Name of the Project : SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW MOVEMENT AREA GUIDANCE SIGNS (MAGS) AND VARIOUS AIRFIELD LIGHTING COMPONENTS

KEY PERSONNEL (FORMAT OF CURRICULUM VITAE)

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

1. Name : _____
 2. Nationality : _____
 3. Education and Degrees : _____
 4. Proposed Position : _____
 5. Length of Service with the Firm : _____ year(s) from ____ (months) ____ (years)
To ____ (months) ____ (years)
 6. Years of Related Experience for the proposed position : _____
 7. List of Projects Handled : *(Use additional sheet/s if necessary)*
- Name of Project : _____
 Name of Owner : _____
 Type of Project : _____
 Position : _____
 Period of Assignment : _____

In the event that ____ (Name of the Bidder) is awarded the contract for ____ (Name of the Project), I, firmly commit to assume the post of ____ Designation.

Signature of Key Personnel

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data.

Republic of the Philippines



Government Procurement Policy Board