

DEPARTMENT OF TRANSPORTATION

REPUBLIC OF THE PHILIPPINES

**METRO MANILA SUBWAY PROJECT
PHASE 1**

BIDDING DOCUMENTS

FOR

THE PROCUREMENT OF

**ADVANCE WORKS PACKAGE 1:
DEMOLITION, TREE CUTTING AND UTILITY
RELOCATION FOR CP102, CP103, CP104, CP105 AND
CP108**

under

Public Bidding No. 22-012-7

May 2022

Employer: Department of Transportation

Procuring Agent: Procurement Service

Country: Republic of the Philippines

Project: Metro Manila Subway Project, Phase 1

TABLE OF CONTENTS

GLOSSARY OF TERMS, ABBREVIATIONS, AND ACRONYMS	4
SECTION I. INVITATION TO BID	8
SECTION II. INSTRUCTIONS TO BIDDERS	7
1. Scope of Bid	8
2. Funding Information	8
3. Bidding Requirements	8
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	8
5. Eligible Bidders	8
6. Origin of Associated Goods	9
7. Subcontracts	9
8. Pre-Bid Conference	10
9. Clarification and Amendment of Bidding Documents	10
10. Documents Comprising the Bid: Eligibility and Technical Components	10
11. Documents Comprising the Bid: Financial Component	11
12. Alternative Bids	11
13. Bid Prices	11
14. Bid Prices and Payment Currencies	11
15. Bid Security	11
16. Sealing and Marking of Bids	12
17. Deadline for Submission of Bids	12
18. Opening and Preliminary Examination of Bids	12
19. Detailed Evaluation and Comparison of Bids	12
20. Post Qualification	13
21. Signing of the Contract	13

SECTION III. BID DATA SHEET 14
SECTION IV. GENERAL CONDITIONS OF CONTRACT 21
1. Scope of Contract.....	22
2. Sectional Completion of Works.....	22
3. Possession of Site.....	22
4. The Contractor’s Obligations.....	22
5. Performance Security.....	23
6. Site Investigation Reports.....	23
7. Warranty.....	23
8. Liability of the Contractor.....	23
9. Termination for Other Causes.....	23
10. Dayworks.....	23
11. Program of Work.....	24
12. Instructions, Inspections and Audits.....	24
13. Advance Payment.....	24
14. Progress Payments.....	24
15. Operating and Maintenance Manuals.....	24
SECTION V. SPECIAL CONDITIONS OF CONTRACT 26
SECTION VI. TERMS OF REFERENCE AND SPECIFICATIONS 31
SECTION VII. DRAWINGS 32
SECTION VIII. BILL OF QUANTITIES 33
SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS	35
I. TECHNICAL COMPONENT ENVELOPE.....	36
II. FINANCIAL COMPONENT ENVELOPE.....	37

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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.

CDA – Cooperative Development Authority unit prices, lump sums, and/or provisional sums.

Completion Date is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with the following process-

- (i) The Contractor shall request the Procuring Entity's Representative to issue a certificate of Completion of the Works
- (ii) The Procuring Entity's Representative will do so upon deciding that work is completed.

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

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.

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

Contractor's Bid is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.

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

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

CPI – Consumer Price Index.

Days are calendar days; months are calendar months.

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.

Defect is any part of the Works not completed in accordance with the Contract.

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.

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.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the

repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procuring Entity is the party who employs the Contractor to carry out the Works stated in the **SCC**.

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.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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.

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. It includes also any supplemental information obtained by the bidder

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.

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.

Start Date is the date when the Contractor is obliged to commence execution of the Works once the site possession date is confirmed.

UN – United Nations.

Work(s) refer to all 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 if required 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. The **Works** consist of, but not limited to, demolition, tree cutting and utility relocation for CP102, CP103, CP104, CP105 and CP108 of the MMSP.

Section I. Invitation to Bid

[Letterhead of Department of Transportation]

Invitation to Bid for *Advance Works Package 1 (AWP1): Demolition, Tree Cutting and Utility Relocation for CP102, CP103, CP104, CP105 and CP108*

1. The Department of Transportation, through the *Government Appropriations Act FY 2022*, intends to apply the sum of Five Hundred Ten Million, Seven Hundred Sixty Seven Thousand, Five Hundred Eight and 7/100 Pesos (PHP 510,767,508.07) being the Approved Budget for the Contract (ABC) to payments under the contract for ***Advance Works Package 1 (AWP1): Demolition, Tree Cutting and Utility Relocation for CP102, CP103, CP104, CP105 and CP108 under Public Bidding No. 22-012-7.*** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Transportation, through its Procuring Agent, Procurement Service, now invites bids for the ***Advance Works consisting of Demolition, Tree Cutting and Utility Relocation.*** Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in
3. Section II. Instructions to Bidders.
4. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184).
5. Interested bidders may obtain further information inspect the Bidding Documents at the address given below from *Tuesdays to Fridays excluding holidays at 8:00AM to 5:00PM.*
6. A complete set of Bidding Documents may be acquired by interested bidders on *[insert date of availability of Bidding Documents]* from the address below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of 37,000 PHP.*

The Department of Transportation, through Procurement Service, shall allow the bidder to present its proof of payment for the fees *in person.*

7. The Department of Transportation will hold a Pre-Bid Conference on *10AM of 19 May 2022* at *Conference Rooms, Procurement Service, Paco, Manila*, and/or through videoconferencing/webcasting *via Google Meet meet.google.com/sqb-dhyw-qhf*, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through i) manual submission at the office address as indicated below, on or before *10 AM of 04 July 2022*. Late bids shall not be accepted.

9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
10. Bid opening shall be on *10AM of 04 July 2022* at *Conference Rooms, Procurement Service, Paco, Manila* and/or through video conferencing via *Google Meet meet.google.com/xix-tubq-sng*. Bids will be opened in the presence of the bidders' representatives who choose to attend at the activity
11. *Schedule of Activities:*

ACTIVITIES	SCHEDULE	VENUE
<i>Advertisement</i>	<i>12 May 2022</i>	<i>PS, PhilGEPS, DOTr websites and at any conspicuous place of the Procuring Entity</i>
<i>Availability of Bidding Documents</i>	<i>12 May 2022</i>	<i>Procurement Service, Paco, Manila</i>
<i>Pre-Bid Conference</i>	<i>10:00am - 19 May 2022</i>	<i>Conference Rooms, Procurement Service, Paco, Manila</i>
<i>Deadline for written clarifications</i>	<i>20 June 2022</i>	<i>Procurement Service, Paco, Manila or via email thru jcabanayan@ps-philgeps.gov.ph</i>
<i>Last day of issuance of Bid Bulletin</i>	<i>27 June 2022</i>	<i>PS, PhilGEPS, DOTr websites and at any conspicuous place of the Procuring Entity</i>
<i>Deadline for Submission of Bids</i>	<i>04 July 2022</i>	<i>Bid Box of Bids and Awards Committee VII at Procurement Service, Paco, Manila</i>
<i>Opening of Bids</i>	<i>Immediately after the deadline for submission of bids</i>	<i>Conference Rooms, Procurement Service, Paco, Manila</i>

12. The Department of Transportation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to:

*Secretariat
Bids and Awards Committee VII
Procurement Service
R.R. Road, Cristobal St., Paco, Manila
jcabanayan@ps-philgeps.gov.ph
8 290 6300 or 8 290 6400*

14. You may visit the following websites:

For downloading of Bidding Documents: *www.ps-philgeps.gov.ph*

11 May 2022

SGD.
*Mr. Ulysses E. Mora
Chairperson*

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the Department of Transportation invites Bids for the Advance Works Package 1 (AWP1): Demolition, Tree Cutting and Utility Relocation for CP102, CP103, CP104, CP105 and CP108, with Project Identification Number *Public Bidding No. 22-012-7*.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Terms of Reference and Specifications).

2. Funding Information

2.1 The GOP through the source of funding as indicated below for 2022 in the amount of *[PHP510,767,508.07]*

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

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

5. Eligible Bidders

- 5.1 Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2 The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.
- A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3 For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4 The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.

- 7.2 The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3 The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.4 Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a Pre-Bid Conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Design Engineer, Site Engineers, MEP Engineer, Materials Engineers, Surveyor, / QA/QC Engineer, Safety Officer, Quantity Surveyor, Environmental Engineer and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid Prices and Payment Currencies

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

14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

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

15.2 The Bid and bid security shall be valid until *[indicate date]* or 120 calendar days from opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Demolition, Tree Cutting and Utility Relocation.</p> <p>Land Development Contractors and Road Widening Contractors with items of work including but not limited to Demolition and Utility Relocation shall be considered as SLCC provided the total project cost must not be lesser than 50% of the ABC.</p>
7.1	<p>Any part of Works can be subcontracted, but only up to a total subcontracted amount of 50% of the Contract Value.</p>
10.0	<p>Additional documents in accordance with Annex G of RA 9184:</p> <p>1. Bidder to submit Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity;</p> <p>1.1 For Utility Relocation (Typical for all stations)</p> <ul style="list-style-type: none"> • Plan • Elevation • Profile <p>1.2 For Fence (For 3.0 m section only)</p> <ul style="list-style-type: none"> • Plan • Elevation <p>2. Bidder to submit Design and construction methods;</p> <p>3. List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data; and</p> <p>4. Value engineering analysis of design and construction method</p>
10.3	<p>Bidder must have a valid Philippine Contractors Accreditation Board (PCAB) License of Category “AAA”, classification of General Building or General Engineering with a size range of large B for execution of the Works under this Contract.</p>
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p>

	Key Personnel Experience	General Experience	Relevant
	Project Manager (Lic. CE)	10 years	10 years
	Project Engineer (Lic. CE)	5 years	5 years
	Design Engineer (Lic. CE/Structural)	5 years	5 years
	Site Engineer (Lic. CE)	5 years	5 years
	MEP Engineer (Lic. ME/EE)	5 years	5 years
	Materials Engineer (Lic. CE/ DPWH Acc. Materials Engr.II)	5 years	5 years
	Surveyor (Lic. CE/Geodetic Engr .)	5 years	5 years
	QA/QC Engineer (Lic. CE)	5 years	5 years
	Safety Officer (DOLE Acc. with 40 hrs. COSH Training)	5 years	5 years
	Qty Surveyor/Estimator (Lic. CE)	5 years	5 years
	Environmental Engineer (Environmentalist/ Lic. CE)	5 years	3 years
	Foreman	5 years	5 years
	<p>Note: This List must be supported by individual resumes the following documents:</p> <ol style="list-style-type: none"> 1. Individual resumes to show proof of the following: <ol style="list-style-type: none"> 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 2. Photocopy of PRC Licenses/DOLE-OHSC/DPWH Accreditation 3. Duly signed Statement of Availability of Key Personnel and Equipment as indicated in the Bid Forms 		
10.5	The minimum major equipment requirements are the following:		
	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>
	Dump Truck	10 cu.m	5
	Backhoe	0.8 cu.m	5

Chainsaw	with blades	3
Forklift	2MT	2
Plate compactor	1- 2 Toner	3
Pay Loader	1.5 Cu. M	3
Bagger Mixer	1 Bagger	3
Boom Truck	5 – 25 Toner	2
Note:		
Acceptable proof of ownership/leased/under purchase agreement:		
1. if owned, supported by proof of ownership such as but not limited to:		
<ul style="list-style-type: none"> • Official Receipt • Deed of Sale • OR/CR • Sales Invoice showing payment of VAT • Proforma Invoice supported by a Sales Invoice • Letter of Credit from bank with attached Purchase Order supported by a Sales Invoice • Acknowledgement Receipt from Supplier • Commercial Receipt/Commercial Invoice • Original Invoice with attached Packing List • Bill of Lading • Collection Receipt • Delivery Receipt and certification by the bidder of availability of equipment for the duration of the project; 		
2. If lease, Lease Agreement between lessor and lessee, Proof of Ownership of the Lessor to be included in the Technical Proposal and certification of availability of equipment from the equipment lessor for the duration of the project; or		
3. If under purchase agreement, Purchase Agreement between the bidder and the owner. Certification of availability of equipment from the vendor for the duration of the project.		

	4. Bidder shall also submit duly signed Statement of Availability of Key Personnel and Equipment as indicated in the Bid Forms
12	Not Applicable
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <u>PHP10,215,350.00</u> (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <u>PHP25,538,375.00</u> (5% of ABC) if bid security is in Surety Bond.</p>
19.1	<p>Since this is a Design and Build Infrastructure project, the bid evaluation procedure shall be based on a two-step evaluation procedure under Annex "G" Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects.</p> <p>Only those bids who will pass the 1st step (Legal and Technical Eligibility Evaluation) will proceed to the 2nd step (Financial Opening and Evaluation).</p>
19.2	Partial bids are not allowed.
20	<p>The following licenses and documents are required:</p> <p>(1) Income Tax Returns for year 2021 (BIR Form 1701 or 1702)</p> <p>(2) Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, covering the last six (6) months prior to the Opening of Bids.</p> <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized (i.e. BIR RMC No. 4-2021) subject to validation and verification.</p> <p>(3) 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> <p>a) Notice to Proceed or Equivalent;</p> <p>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</p> <p>(4) Submit the original copy of the following:</p>

	<p>a) Company Profile or Company Brochure. Company printed brochure may be included</p> <p>As part of the Post Qualification, eligibility and technical documents submitted by the SCB/LCB, will be validated and verified.</p>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p> <p>Additional provision: Insurance</p> <p>(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:</p> <p>(a) Contractor’s All Risk Insurance;</p> <p>(b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;</p> <p>(c) Personal injury or death of Contractor’s employees; and</p> <p>(d) Comprehensive insurance for third party liability to Contractor’s direct or indirect act or omission causing damage to third persons.</p> <p>(2) The Contractor shall provide evidence to the Procuring Entity 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. Such evidence and such policies shall be provided to the Procuring Entity.</p> <p>(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 the insurance policies in force including the receipts for payment of the current premiums.</p> <p>The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity.</p> <p>(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</p>

sanctions against the Contractor pursuant to the provisions of this Contract.

(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 14 until the Contractor complies with this Clause.

(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.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

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

6. Site Investigation Reports

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

7. Warranty

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

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

SCC Clause			
1	Procurement Entity may, at its own discretion, issue notice to delete or reduce in part or in whole certain section or station(s) of the Work Scope under AWP1 to suit the project implementation requirements in accordance to Annex E Guidelines of RA 9184.		
2	The Completion Days by section from provision of Possession of relevant part of Site are as follows:		
	Contract Package	Station	Duration of Work
	CP102	Quezon Avenue Station (QAS)	180 calendar days
		East Avenue Station (EAS)	210 calendar days
	CP103	Anonas Station (ANS)	210 calendar days
		Camp Aguinaldo Station (CAS)	120 calendar days
	CP104	Ortigas Station (ORS)	180 calendar days
		Shaw Station (SHS)	240 calendar days
	CP105	Kalayaan Avenue Station (KAS)	180 calendar days
		BGC Station (BGC)	180 calendar days
	CP108	Lawton Station (LTS)	210 calendar days
		Senate-DepEd Station (SDS)	150 calendar days
3.1	Contract Package	Station	Provision of Possession of Relevant Part of Site
	CP102	Quezon Avenue Station (QAS)	July 2022
		East Avenue Station (EAS)	Nov. 2022
	CP103	Anonas Station (ANS)	Nov. 2022
		Camp Aguinaldo Station (CAS)	Aug. 2022

	CP104	Ortigas Station (ORS)	July 2022	
		Shaw Station (SHS)	Aug. 2022	
	CP105	Kalayaan Avenue Station (KAS)	Oct. 2022	
		BGC Station (BGC)	Oct. 2022	
	CP108	Lawton Station (LTS)	Oct. 2022	
		Senate-DepEd Station (SDS)	Oct. 2022	
	<p>Physical execution of the Works for the relevant part of the Site shall commence within three (3) months earlier or later from the applicable Access Possession Date of the relevant stations if so instructed. The instruction for the earlier or later commencement of the physical execution of the Works shall be deemed to be included in the Contract Sum and shall not in any circumstances whatsoever be construed as a Variation or form the basis of any claim by the Contractor for additional payment or extension of time. The instruction by the Procuring Entity can apply concurrently to more than one section of the Works.</p>			
4.1	<p>The Site is located as follows.</p> <p>CP 102 ~ Quezon Avenue Station and East Avenue Station</p> <p>CP 103 ~ Anonas Station and Camp Aguinaldo Station</p> <p>CP 104 ~ Ortigas Station and Shaw Station</p> <p>CP 105 ~ Kalayaan Station and BGC Station</p> <p>CP 108 ~ Lawton Station and Senate-DepEd Station</p> <p>Possession of site to Contractor will be based from the schedule that the land is acquired by the Procuring Entity.</p>			
6	<p>None. The site investigation reports are to be submitted by the Contractor or any supplemental information obtained by the bidder</p>			
7.1	<p>Add the following new Sub-Clause 7.1 and read the existing Sub-Clause 7.1 as 7.2 and Sub-Clause 7.2 as 7.3 accordingly:</p> <p>7.1 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. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third</p>			

	parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
7.2	Five (5) years.
8	Add the following paragraph: Where Structural Defects/Failures arise due to faults attributable to improper design, construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
10	Dayworks are applicable.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 10 calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 1% of the Contract Price. Program of Work to be updated every 30 days or as directed by the Engineer
13	The amount of the advance payment is 15% (fifteen percent) of the Contract Price. to be made in Lump Sum within 30 days from signing of the Contract.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
14	Add the following provisions; (1) The Contractor shall submit to the Procuring Entity monthly statements of the estimated value of the work executed less the cumulative amount certified previously. (2) The Procuring Entity shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor. (3) The value of Work executed shall: (a) be determined by the Procuring Entity; (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and

	<p>(c) include the valuations of approved variations.</p> <p>(4) The Procuring Entity 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.</p>
15.1	<p>The delivery of operating and maintenance manuals is not required.</p> <p>The date by which “as built” drawings are required is one (1) month from the completion of the Works.</p>
15.2	<p>The amount to be withheld for failing to produce “as built” drawings / by the date required is 1% of the Contract Price.</p>

***Section VI. Terms of Reference and
Specifications***

Section VII. Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

Section VIII. Bill of Quantities

Notes on the Bill of Quantities (BoQ)

Objectives

The objectives of the Bill of Quantities are:

- (a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; ; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, quantities provided in the Bill of Quantities is indicative and for reference, Bidder shall verify at actual site the quantities provided in the Bill of Quantities and to ensure Lump Sum bid price submitted is inclusive of all associated work deemed to be adequate to complete the Works. Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Bidder is required to refer to relevant drawings and details specified the TOR/TS provided for items specified in the Bill of Quantities

For Demolition work, area mentioned in the Bill of Quantities is referred to footprint as indicated from demolition drawing, Bidder is to check for total areas of GFA (Gross Floor Area) to be demolished at Site.

Bidder is to take note that item(s) deemed necessary to be included but not mentioned in the Bill of Quantities shall already be inclusive in the Unit Price.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- (b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and

other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
and
- (h) Special PCAB License in case of Joint Ventures; **and**
registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Design Engineer, Site Engineers, MEP Engineer, Materials Engineer II, Surveyor QA/QC Engineer, Safety Officer, Quantity Surveyor, Environmental Engineer and Foremen), to be

assigned to the contract to be bid, with their complete qualification and experience data;

c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

(k) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

(l) Additional project requirements stated in Bid Data Sheet

Financial Documents

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

Class "B" Documents

(n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

(p) Original of duly signed Bid Prices in the Bill of Quantities; **and**

- (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (r) Cash Flow by Quarter.

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process,

other than alternative offers in accordance with the Bidding Documents;

- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: PB No. 22-012-7

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or

- b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by**

relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

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

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

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

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

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

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

Project].

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

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

11. *[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/s. : _____

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

**Contract Agreement Form for the
Procurement of Infrastructure Projects (Revised)**

*[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the
Notice of Award]*

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (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 *[contract price in words and figures in specified currency]* 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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;

- c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

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

STATEMENT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT

[Date of Issuance]

To: Bids and Awards Committee VII
Procurement Service – DBM
PS Complex, Cristobal Street
Paco, Manila

Dear _____:

In compliance with the requirements of the PS-DBM Bids and Awards Committee V for the bidding of Advance Works Package 1 (“the Project”), we certify that *[Name of the Bidder]* has in its employ key personnel, such as Project Manager, Project Engineers, Design Engineer, Site Engineers, MEP Engineer, Materials Engineers, Surveyor, QA/QC Engineer, Safety Officer, Quantity Surveyor, Environmental Engineer and Foremen, 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]

LIST OF CONSTRUCTION KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

Business Name : _____
 Business Address : _____

	Project Manager	Project Engineer	Design Engineer	Site Engineer	Mechanical /Electrical Engineer	Materials Engineer II	Surveyor	QA/QC Engineer	Safety Officer	Quantity Surveyor	Environmental Engineer	Foreman
1. Name												
2. Address												
3. Date of Birth												
4. Employed Since (Current Co.)												
5. Previous Employment												
6. Education												
7. PRC License/ Accreditation from DOLE-OHSC (for the Health and Safety Officer)/ DPWH Accreditation												
8. Years of Experience in Proposed Position												

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

1. Individual curriculum vitae 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 Road, Project Manager, 2012-2017)
2. Photocopy of PRC Licenses/DOLE-OHSC/DPWH Accreditation.

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

Name of the Procuring Entity: Procurement Service – DBM
Project Reference No: PB No. 22-012-7
Name of the Project: Advance Works Package 1

**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, Design Engineer, Site Engineers, MEP Engineer, Materials Engineers, Surveyor, Quality Assurance/ Quality Control Engineer, Safety Officer, Quantity Surveyor, Environmental Engineer and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).

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.							
B. Leased							
i.							
ii.							
iii.							
C. Under Purchase Agreement							
i.							
ii.							
iii.							

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

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

Designation : _____

Date: _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)

Date: _____

Bids and Awards Committee VII

Procurement Service – DBM
PS Complex, Cristobal Street
Paco, Manila

Dear _____,

In compliance with the eligibility requirements for the bidding of **Advance Works Package 1**, this is to certify that *[name and complete address of Bidder]* has the following completed government and private contracts:

Tab No.	Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Nature of Work	Contractor's Role (whether sole contractor, subcontractor or partner in a JV)	Total Contract Value at Award (in PhP)	Date of Completion	Total Contract Value at Completion, if applicable (in PhP)	Percentages of Planned & Actual Accomplishments, if applicable	Value of Outstanding Works, if applicable (in PhP)

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Firm]

Note: This statement shall be supported by contracts, certificate of completion or owner's final acceptance and CPES rating sheets, if applicable. These supporting documents shall be numbered and tabbed in the same sequence as the list of contracts appears in this statement.

**STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS,
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, IF ANY**

Date: _____

Bids and Awards Committee VII
Procurement Service – DBM
PS Complex, Cristobal Street
Paco, Manila

Dear _____,

In compliance with the eligibility requirements for the bidding of **Advance Works Package 1**, this is to certify that *[name and complete address of Bidder]* has the following on-going government and private contracts. [Including contracts awarded but not yet started]:

Tab No.	Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Nature of Work	Contractor's Role (whether sole contractor, subcontractor or partner in a JV)	Total Contract Value at Award (in PhP)	[Estimated] Date of Completion	Total Contract Value at Completion, if applicable (in PhP)	Percentages of Planned & Actual Accomplishments, if applicable	Value of Outstanding Works, if applicable (in PhP)

Yours sincerely,

[Signature over printed name of Authorized Representative]
[Title]
[Name of Firm]

Note: This statement shall be supported by contracts or notices of award or notices to proceed issued by the owners. These supporting documents shall be numbered and tabbed in the same sequence as the list of contracts appears in this statement.

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.	-	<u>P</u>	<u>.00</u>
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.

(Notary Public)

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

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

Note: The competent evidence of identity for Notary shall comply with Sec. 12 (a), Rule II 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;

SUPPLIER'S LETTERHEAD

(PROFORMA LETTER FOR WITHDRAWAL OF DOCUMENTS)

Date

Bids and Awards Committee VII

Procurement Service – DBM
PS Complex, Cristobal Street
Paco, Manila

Dear Sir:

This has reference to Public Bidding No. _____ 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