

# PHILIPPINE BIDDING DOCUMENTS



Republika ng Pilipinas

*National Irrigation Administration*

(PAMBANSANG PANGASIWAAN NG PATUBIG)

**Cavite-Batangas Irrigation Management Office**

A. Soriano Highway, Ibayo Silangan, Naic, Cavite

## **Construction of Concrete Pavement MATANDA RIVER IRRIGATION SYSTEM**

**Tanza, Cavite**

**CONTRACT NO. 4AC-ISR-21-046**

**Sixth Edition  
July 2020**

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## ***Section I. Invitation to Bid***



REPUBLIC OF THE PHILIPPINES  
NATIONAL IRRIGATION ADMINISTRATION  
CAVITE-BATANGAS IRRIGATION MANAGEMENT OFFICE

## **Invitation to Bid for the *Construction of Concrete Pavement of Matanda River Irrigation System***

1. The ***NIA Cavite-Batangas Irrigation Management Office***, through the ***GAA FY 2021*** intends to apply the sum of ***Seven Million Seven Hundred Fifty-Nine Thousand Six Hundred Ninety-Two and 42/100 Pesos (Php 7,759,692.42)*** being the Approved Budget for the Contract (ABC) to payments under the Contract No. ***4AC-ISR-21-046 for the Construction of Concrete Pavement of Matanda River Irrigation System in Tanza, Cavite***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***NIA Cavite-Batangas Irrigation Management Office*** now invites bids for the above Procurement Project. Completion of the Works is required ***two hundred ten (210) days***. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from ***NIA Cavite-Batangas Irrigation Management Office*** and inspect the Bidding Documents at ***NIA Cavite-Batangas Irrigation Management Office Ibayo Silangan, Naic, Cavite from 8:00AM to 5:00 PM, Monday to Friday***.
5. Onetime group site inspection is schedule on ***23 February 2021, Tuesday, 9:00 A.M.*** The meeting place will be at ***NIA Cavite-Batangas Irrigation Management Office, Naic, Cavite*** at ***9:00 A.M.*** The inspection is necessary in coming up of a responsive bid.
6. A complete set of Bidding Documents may be acquired by interested bidders on ***26 February 2021, Friday***, from given address and website/s below *and* upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Ten Thousand Pesos (Php 10,000)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
7. The ***NIA Cavite-Batangas Irrigation Management Office*** will hold a Pre-Bid Conference<sup>1</sup> on ***26 February 2021, Friday, 10:01 A.M. at NIA Cavite-Batangas Irrigation Management Office Ibayo Silangan, Naic, Cavite*** which shall be open to prospective bidders.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ***ITB*** Clause 16.



REPUBLIC OF THE PHILIPPINES  
**NATIONAL IRRIGATION ADMINISTRATION**  
CAVITE-BATANGAS IRRIGATION MANAGEMENT OFFICE

9. Bid opening shall be on **09 March 2021, Tuesday, 4:01 P.M. at NIA Cavite-Batangas Irrigation Management Office Ibayo Silangan, Naic, Cavite**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Late bids shall not be accepted.
10. The **NIA Cavite-Batangas Irrigation Management Office** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**EDWIN C. NAZARENO**

**NIA Cavite-Batangas Irrigation Management Office**

A. Soriano Hi-way, Ibayo Silangan, Naic, Cavite 4110

[cavitebatangasimo@yahoo.com](mailto:cavitebatangasimo@yahoo.com)

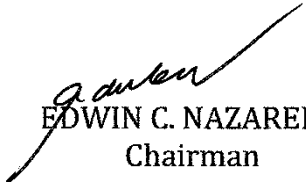
046-412-0282

[www.region4a.nia.gov.ph](http://www.region4a.nia.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents:

[www.philgeps.gov.ph](http://www.philgeps.gov.ph) and [www.region4a.nia.gov.ph](http://www.region4a.nia.gov.ph)

  
**EDWIN C. NAZARENO**  
Chairman

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, ***NIA Cavite-Batangas Irrigation Management Office*** invites Bids for the **Construction of Concrete Pavement** with Project Identification Number ***4AC-ISR-21-046***.

The Procurement Project (referred to herein as “Project”) is for the Construction of Concrete Pavement, as described in Section VI (Specifications).

### **2. Funding Information**

**2.1.** The GOP through the source of funding as indicated below for *FY 2021* in the amount of ***Seven Million Seven Hundred Fifty-Nine Thousand Six Hundred Ninety-Two and 42/100 Pesos (Php 7,759,692.42)***.

**2.2.** The source of funding is: NGA, the National Expenditure Program.

### **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## **6. Origin of Associated Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address ***NIA Cavite-Batangas Irrigation Management Office Ibayo Silangan, Naic, Cavite from 8:00AM to 5:00 PM, Monday to Friday.***

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the



**IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents Comprising the Bid: Eligibility and Technical Components**

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

## **11. Documents Comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

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

## **15. Bid Security**

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

15.2. The Bid and bid security shall be valid *up to 120 days from the date of issuance*. 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***

<b>ITB Clause</b>	
1	<p>The PROCURING ENTITY is <b><i>National Irrigation Administration – Cavite -Batangas Irrigation Management Office Reg. IV-A</i></b></p> <p>The name of the Contract is <b>Construction of Concrete Pavement for MATANDA RIVER IRRIGATION SYSTEM</b></p> <p>The Identification number of the Contract No is <b>4AC-ISR-21-046</b></p>
2	<p>The Funding Source is <b><i>General Appropriation Act (GAA) CY 2021</i></b></p> <p>The name of the Project is <b>Construction of Concrete Pavement for MATANDA RIVER IRRIGATION SYSTEM</b></p>
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4	<b><i>The Bidders must have completed, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</i></b>
7	<b><i>Sub-contracting is not allowed</i></b>
8	<p><b><i>The Procuring Entity will hold a pre-bid conference for this Project on 26 February 2021, Friday, 10:01 A.M. at NIA Cavite-Batangas Irrigation Management Office, Ibayo Silangan, Naic, Cavite.</i></b></p> <p><b>Bidders/Company Owner who purchased the bidding documents are required to attend the pre-bid conference.</b></p>
9	<p><b><i>The Procuring Entity's address is: National Irrigation Administration Cavite-Batangas Irrigation Management Office A. Soriano Highway, Ibayo Silangan, Naic, Cavite</i></b></p> <p><b><i>EDWIN C. NAZARENO Chairman, Bids and Awards Committee Fax No. (046) 412-0282</i></b></p>
10.1	No other acceptable proof of registration is recognized
10.3	valid <b>Special PCAB License</b> , and registration is required in case of joint ventures

10.4	The key personnel must meet the required minimum years of experience set below:
	Project Engineer-Licensed Civil Engineer with at least three (3) year experience in construction of similar project
	Project Foreman- With at least three (3) year experience in construction of similar project
	Quality Engineer-Accredited Materials Engineer with two (2) year experience
	Lead Man-With at least two (2) year experience in construction
	Survey Team/Instrument man-With at least two (2) year experience
10.5	The minimum major equipment requirements are the following: <b><i>One unit of One - Bagger Mixer</i></b>
11	<b><i>The ABC is Php 7,759,692.42. Any bid with a financial component exceeding this amount shall not be accepted.</i></b>
13	<b><i>The bid prices shall be quoted in Philippine Pesos.</i></b>
16	<b><i>Each Bidder shall submit One (1) original and Two (2) copies of the first and second components of its bid arranged according to enclosed checklist complete with tabs.</i></b>
17	The address for submission of bids is <b>THE BAC CHAIRMAN</b> <b><i>NIA, Cavite-Batangas Irrigation Management Office</i></b> <b><i>A. Soriano Highway, Ibayo Silangan, Naic, Cavite</i></b>  <b><i>The deadline for submission of bids 09 March 2021, 4:00 A.M</i></b>
15.1	<b>The Bid Security shall be in the following form and amount:</b> <b>1. Bid Securing Declaration: or</b>  <b>2. Surety Bond callable 1n demand, issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security amounting to Php 387,984.62 (5% of the ABC).</b>
19	<i>Partial bid is not allowed. The infrastructure project is packed in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation and contract award.</i>
20	<i>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]</i>
21	Partial bid is not allowed. The infrastructure project is packed in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation and contract award.

## ***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**

4.1. 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.

4.2. 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***

<b>GCC Clause</b>									
1	<b><i>The Works consist of Construction of Concrete Pavement</i></b>								
2	<b><i>The Intended Completion Date is (210) calendar days upon receipt of Notice to Proceed</i></b>								
3.1	<i>The Procuring Entity shall give possession of all parts of the Site to the Contractor</i>								
4	<p><i>The Contractor shall employ the following Key personnel:</i></p> <table> <tr> <th><u>Positions</u></th><th><u>Number</u></th></tr> <tr> <td>Project Foreman</td><td>1</td></tr> <tr> <td>Skilled Worker</td><td>1</td></tr> <tr> <td>Laborer</td><td>1</td></tr> </table>	<u>Positions</u>	<u>Number</u>	Project Foreman	1	Skilled Worker	1	Laborer	1
<u>Positions</u>	<u>Number</u>								
Project Foreman	1								
Skilled Worker	1								
Laborer	1								
5	<b><i>The Performance Bond should be submitted (10) calendar days</i></b> from receipt of the Notice of Award from the Procuring Entity								
7	<i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:] Five (5) years.</i>								
8	<i>State here “No additional provision” or, if the Contractor is a joint venture “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity”.</i>								
10	a. Dayworks are applicable at the rate shown in the Contractor’s original Bid.								
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within 3 days of delivery of the Notice of Award.								
13	The amount of the advance payment is <b><i>15% of the total contract price and schedule of payment.</i></b>								
15.1	The date by which “as built” drawings are required is <b><i>upon submission of Final Billing requirements.</i></b>								
15.2	<b><i>Final Payment will be withheld in case of non-compliance.</i></b>								

## ***Section VI. Specifications***

## **STRUCTURE EXCAVATION**

### **601 SCOPE**

Structure Excavation includes the removal of all materials within the structure lines including necessary dewatering operations not otherwise specified. It shall also include additional excavations within the vicinity of the structure in order to shape the ground as shown on the Drawings or as directed by the Engineer.

### **602 CLASSIFICATION**

Structure excavation shall be classified in accordance with paragraph 402.

### **603 CONSTRUCTION REQUIREMENTS**

All excavation requirements described in paragraph 403 are applicable under this Section.

### **604 METHOD OF CONSTRUCTION**

All structures, where practicable shall be constructed in open excavation. The method of construction or excavations shall be in accordance with the applicable provisions of paragraph 404 and the following requirements.

Foundations shall be excavated according to the outline of the footings and floors of structure as shown on the Drawings or as directed by the Engineer, and shall be of sufficient size to permit free movement of workers.

On excavation of common materials, the foundation bed upon which structures are to be placed shall be finished accurately to the established lines and grades after a thorough compaction and trimming of the foundation with the use of suitable tools and equipment. As soon as the foundation excavations have been trimmed to their final level, it should be protected from degradation by weathering. Should the foundation material soften through exposure then the soft material shall be removed and replaced at the Contractor's expense. If at any point, material is excavated beyond the lines and grades of any part of the structure, the over-excavation shall be filled with selected materials approved by the Engineer and shall be placed in layers of not more than 20 centimeters thick, moistened and thoroughly compacted by special roller, mechanical tampers or by other approved methods. A density not less than 90% of the maximum dry density determined by ASTM test D-698 is required. The cost of filling over-excavation ordered by the Engineer shall be borne by the Contractor.

On excavation of rock materials, the bottom and side surfaces of excavated rock excavation upon or against which concrete and weep holes are to be placed shall conform to the required grades and dimensions as shown on the drawings or as established by the Engineer. If at any point, materials are excavated beyond the required limits, the over-excavation shall be filled with concrete at the expense of the Contractor including the cost of all materials required.

When concrete is to be placed upon or against rock, the excavation shall be of sufficient depth to provide for the minimum thickness of concrete at all points and any deviation from

the required minimum thickness of concrete shall be avoided as much as possible. The surface on which concrete will be laid shall be trimmed and thoroughly cleaned as directed by the Engineer.

When excavation of rock materials reaches the surface upon or against which concrete is to be placed, blasting shall be stopped and the remaining mass of rock shall be carefully removed by means of jack-hammer or any appropriate hand tool. The point beyond which blasting will not be allowed shall be determined by the Engineer. All damages to the rock foundation caused by improper blasting operation shall be repaired by the Contractor at his own expense in a manner acceptable to the Engineer.

All foundations for bridge pier footings shall be excavated to such depths as may be necessary to secure stable bearing for the structure. Whenever the safe bearing power of the soil as uncovered is less than that called for on the Drawings, pilings or appropriate spread footings will be used. The elevations of the bottoms of footings, as shown in the Drawings shall be considered as approximate, and the Engineer may order, in writing, such changes in elevations and dimensions of footings as may be necessary to ensure a satisfactory foundation. Bearing tests, upon written order of the Engineer, shall be taken to determine the supporting power of the soil. Cost of bearing test will be paid as "Extra Work".

If, in the opinion of the Engineer, the material at the base of the excavation is unsuitable for foundation he shall instruct the Contractor to either a) Carry out additional excavation to a depth of 50 cm. below the proposed bottom of concrete shown on the Drawings and to maximum depth of 60 cm. outside of the outermost lines of said base and replace with backfill compacted to at least 90% of the maximum dry density or b) strengthen the soft material by ramming in gravel and cobbles until a firm foundation is obtained. Measurement and payment for the backfill shall be made under Section XII, "Structure Backfill".

## **605    METHOD OF MEASUREMENT**

Structure Excavation shall be measured by the cubic meter in its original position before being excavated in accordance with the Drawings, or as may be ordered by the Engineer. No excavation beyond the pay lines shown on the Drawings will be measured for payment. For canal structures, the limit of measurement along the lines perpendicular to the flow of water shall be the vertical planes at the outer edges of the inlet cut-off walls. The upper limits of the solid measured for payment shall be the canal bottom for canal structures or the original ground surface in case of diversion structures. The lower limit shall be the bottom of the required excavation. Excavated materials not vertically above the boundaries as specified above shall not be measured for payment. The volume measured shall not include water and other liquids removable by pumping. Such materials as mud, muck, quagmire and other similar semi-solids not removable by ordinary pumping shall be considered pay quantities and shall be measured and paid for as "Structure Excavation".

However, in case structure excavation for canal structures is done before canal excavation, the upper limit of the solid measured for payment shall be the original ground surface in accordance with the structure excavation pay lines.

## **606    BASIS OF PAYMENT**

The volume measured as provided above will be paid per cubic meter, which price and payment shall constitute full compensation for furnishing all materials, supplies, labor, equip-

ment, tools and incidentals and subsidiary works necessary to complete the work described under this Section.

For diversion works, canal siphons and bridge structure excavations, the cost of dewatering operation unless otherwise specified in the Bill of Quantities shall be paid under a separate item in the Bill of Quantities. For all other structure excavations, dewatering operations involved are considered subsidiary works and the cost thereof shall be considered included in the unit price of structure excavation.

The Contractor shall be paid sixty percent (60%) of the pay quantities of the actual excavation acceptably accomplished in accordance with the pay lines as shown on the Drawings or as directed by the Engineer. The remaining forty percent (40%) will be paid upon pouring of concrete for the foundation or upon placing of riprap, gravel blanket or grouted riprap in accordance with the Drawings and Specifications.

## **STRUCTURE BACKFILL**

### **1201 SCOPE**

The work under this Section shall include hauling (if necessary) and backfilling with suitable materials taken either from Structure Excavation, Canal Excavation, Side Borrow or Borrow Haul all spaces excavated and not occupied by the structure and spaces between the natural ground surface and the finish lines indicated to be filled and all other sections directed to be filled by the Engineer, all in accordance with these specifications and in conformity with the lines, grades and dimensions shown in the Drawings or as ordered by the Engineer. It shall also include the dewatering and removal of all unsuitable materials as ordered by the Engineer from the spaces to be backfilled or filled.

### **1202 METHOD OF CONSTRUCTION**

All spaces to be backfilled or filled shall be cleared of all rubbish and other objectionable matter. The excavation pit to be backfilled shall be dewatered and all mud and loose materials shall be removed before backfilling. The filling materials, with the proper moisture content determined by the Engineer, shall be deposited loose and in layers not exceeding 30 centimeters and then thoroughly compacted by ramming, rolling or by means of mechanical tampers or portable vibratory compactors to obtain at least 85% compaction behind bridge abutments, retaining walls, cut-off walls and immediately above pipes, box or barrel conduits and gradually increasing to at least 90% compaction up to the surface of the roadway in the case of approaches to bridges, Road Crossing or Culvert Structures. The time when to start backfilling operation shall be determined by the Engineer.

The compacted backfill above pipes, barrels and other conduits, shall be brought at least 60 centimeters before any compacting equipment utilized in embankment construction shall be used or allowed to pass. Additional layers above 60 centimeters can be completed by the use of roller type compacting equipment employed in embankment compaction.

Materials for structure backfill shall be as described in Paragraph 902 (c).

### **1203 METHOD OF MEASUREMENT**

Structure backfill shall be measured in cubic meters in its final compacted and uncompacted position within the limits of structure excavation paylines and surfaces of concrete in contact with the backfilled material as shown on the Drawings or as directed by the Engineer. Volumes occupied by the structure and other features will not be included.

### **1204 BASIS OF PAYMENT**

Structure Backfill will be paid for at the contract unit price per cubic meter, which price and payment shall constitute full compensation for side borrow, borrow haul and overhaul operations and for furnishing all labor, equipment, tools and all incidentals and subsidiary works necessary for the successful completion of the work under this Section.

For newly constructed Drainage Culvert, the volume between the original ground surface and the top of the canal embankments is part of the embankment construction operation and therefore shall not be included for payment under this Section (which payment shall be included under embankment construction and compaction).

## **REINFORCING STEEL BARS**

### **2301 SCOPE**

All reinforcing steel bars required for the works as detailed in the Construction Drawings or as directed by the Engineer shall be furnished by the Contractor.

The work under this Section includes the hauling of all reinforcing steel bars required for the works to the project site, storing, cutting, bending and proper placing, all in accordance with the drawings and these Specifications.

The length for each size of reinforcing steel bar to be furnished by the Contractor shall be computed by taking the theoretical length of steel bars shown on the drawings multiplied by 1.07 to get the approximate length required for the work. All reinforcing steel bars shall be furnished in commercial standard lengths and the Contractor shall cut and bend the reinforcing steel bars to the detail and dimensions shown on the Drawings.

### **2302 MATERIALS**

All reinforcing steel bars to be furnished by the Contractor shall be Grade 40 or PS 275, deformed type and conforming to the requirements of ASTM A-615. The nominal dimensions and unit weights of bar designation shall be in accordance with the following table:

Nominal Bar Diameter	Unit Weight (kg/m.)	Nominal Dimensions	
		Cross Section Area (sq.mm.)	Perimeter (mm.)
6 mm.	0.222	28.27	18.85
8 mm.	0.395	50.27	25.13
10 mm.	0.616	78.54	31.42
12 mm.	0.888	113.10	37.70
16 mm.	1.579	201.10	50.27
20 mm.	2.466	314.20	62.83
25 mm.	3.854	491.90	78.54
28 mm.	4.833	615.75	87.96
32 mm.	6.313	804.25	100.53
36 mm.	7.991	1,017.90	113.10

The nominal diameter of a deformed bar is equivalent to the diameter of a plain bar having the same weight per unit length of the deformed bar.

### **2303 CONSTRUCTION REQUIREMENT**

Workmanship shall be at the highest grade and shall be in accordance with the latest standard practice of the industry.

**1. Cutting and Bending.** Cutting and bending of reinforcing bars may be done in shop or at the job site. All bending works shall be in accordance with the latest standard practice



and by approved machine methods. Radii for bends and hooks will be specified on the approved detailed reinforcement Drawings in accordance with sound design procedures.

**2. Placing.** Reinforcement shall be laid, anchored and embedded in the concrete as shown on the Drawings or as directed by the Engineer. Unless otherwise directed, the spacing of reinforcement bars shall be measured along the center line of the bars. Reinforcement shall be inspected for compliance with requirements as to size, length, splicing, position and number after placement based on the approved reinforcement drawings.

Before reinforcement are placed, the surfaces of the bars and the surfaces of any metal bar support shall be cleaned of heavy flaky rust, loose scales, dirt, grease or other foreign substance which, in the opinion of the Engineer, are objectionable. Heavy flaky rust that can be removed by firm rubbing with burlap or equivalent treatment is considered objectionable. After being placed, the reinforcing bars shall be maintained in a clean condition until completely embedded in concrete.

Reinforcing bars shall be accurately placed and secured in position so as to avoid displacement during the pouring of concrete. Special care shall be exercised to prevent any disturbance of the embedded reinforcement during the setting of concrete. Metal chairs, hangers, spacers or other approved support may be used by the Contractor for supporting reinforcing bars. Metal supports shall be galvanized when they are to be exposed to view on completed concrete surfaces or where it is use will contribute in any way to the discoloration or deterioration of the concrete.

**3. Relation of Bars to Concrete Surfaces.** The minimum cover for all reinforcements shall conform to the dimensions shown on the detailed reinforcement Drawings.

**4. Splicing.** All splices in reinforcement shall be as shown on the Drawings or as directed by the Engineer. The lapped ends to bars shall be either supported sufficiently to permit the embedment of the entire surface of each bar in concrete or shall be securely wired.

**5. Welding.** Welding of bars shall be performed only where shown on the Drawings or as authorized in writing by the Engineer and shall conform to the requirements of AWS: D12.1, latest revision. All welders employed shall show proof of their welding qualifications to the Engineer. All welding shall be done using metal arc welding, pressure gas welding, submerged arc welding or thermit welding. All electric shall be acceptable to NIA. Coverings of low hydrogen electrodes must be thoroughly dry when used. The surfaces to be welds shall be clean and shall be free from rust and dirt. All welds shall develop the full strength of the bar or the smaller bar when two different sizes are welded. Test will be required of not more than five percent of the welds. Approved testing equipment for testing welds shall be furnished by Contractor.

**6. Storage and Protection.** Reinforcement to be used shall be properly stored and secured to protect it from corrosion and rusting. Reinforcement to remain exposed and intended for future concrete embedment shall be protected from corrosion or other damages in an approved manner where directed. The reinforcement protection shall be of such nature that it can be thoroughly cleaned without difficulty prior to encasement in concrete.

## **2304 PREPARATION OF REINFORCEMENT DRAWINGS**

Contractor shall submit for the approval of NIA detailed reinforcement drawings in accordance with Article GC-47. These drawings will include bar-placing drawings, bar bending drawings, bar list, and any other reinforcement drawings as may be required to facilitate placement and checking of reinforcing bars. No work shall be done by contractor until such approval has been secured from NIA.

The Reinforcement Drawings submitted shall show the name of the structure location by stationing where the reinforcement drawings is intended and all the necessary information required by NIA. It shall likewise bear the stamp or seal of Contractor as evidence that the Drawings have been checked by Contractor.

Contractor shall be held responsible for any delay in the progress of the work occasioned by his failure to observe the requirements and the time for the completion of the contract will not be extended on account of his failure to promptly submit said drawings in strict adherence herewith.

## **2305 METHOD OF MEASUREMENT**

### **Cutting, Bending and Placing**

Measurement for payment of reinforcing steel bars will be made on the weight of reinforcing steel bars actually placed with the concrete structure and drilled holes for anchorage in accordance with the Drawings and Bar Schedule approved by NIA or as directed by the Engineer and weights will be computed based on the published manufacturer's weights or in the absence thereof, on the weights specified in the table presented in Paragraph 2302. Steel bars in laps or splices indicated in the approved reinforcement Drawings, as required by NIA will be measured for payment. Additional steel bars in laps which are authorized for the convenience of the Contractor and such items as wires, clips, chairs, or other devices for securing the steel bars in place will not be measured for payment. Where weld splices are specified on the Drawings, weld splices will not be measured for payment but the weight for its equivalent lap splices will be measured for payment instead. Where contractor chooses to weld reinforcement bars for his convenience and welding is not specified, no separate payment will be made for such welds. Where Contractor substitute welded splices for lapped splices, separate payment will not be made for such welds, but instead the weight for the lapped splices shown on the Drawings will be measured for payment.

## **2306 MATERIAL TESTING**

All steel reinforcements shall be subject to quality test for unit weight, nominal diameter, bending and tensile stresses.

Result of the quality test shall conform with the requirements as specified in ASTM A-165. Otherwise, steel reinforcements which failed the required test shall not be used and subsequently removed from the project site.

## **2307 BASIS OF PAYMENT**

Payment for reinforcing steel bars measured as provided above, will be paid for at the contract unit price per kilogram which price and payment shall constitute full compensation

for furnishing all labor, tools, equipment and all incidentals and subsidiary works necessary for the successful completion of the work described under this Section.

The quantity of reinforcing bars to be paid shall be the final quantity placed and accepted in the completed structure in accordance with the approved plans and drawings including the satisfactory results of the materials quality test.

## **GRAVEL BLANKET**

### **2801 SCOPE**

The work under this Section shall include furnishing, placing on approved subgrade and compacting the graded sand and gravel to the thickness indicated on the Drawings or as established by the Engineer.

If required on the drawings, the furnishing and installation of filter fabric shall also be included in this Section.

### **2802 MATERIALS**

Materials for the gravel blanket shall meet all the requirements for 50 mm coarse aggregate specified in paragraph 1507.

### **2803 PLACING**

The material shall be dumped on the prepared subgrade and spread in layers having an uncompacted thickness of not more than 25 centimeters. Each layer shall be compacted to achieve a relative density of 70% as determined by USBR Test E-12 by four complete passes of a vibratory compactor. The Contractor has the option to adopt any method of compacting the layers of materials approved by the Engineer.

If filter fabric is required on the drawings, the Contractor shall install or lay said fabric on prepared subgrade prior to dumping of materials.

### **2804 METHOD OF MEASUREMENT**

Gravel Blanket will be measured by the cubic meter of materials acceptably placed and computed based on the neat lines and dimensions shown on the Drawings.

If materials placed by the contractor are more than what is required, the excess materials will not be measured for payment.

Filter fabric shall be measured separately and shall be paid in accordance with the provisions of Section XXXIX, Filter Fabric.

### **2805 BASIS OF PAYMENT**

The volume measured as provided above shall be paid at the unit contract price per cubic meter, which price and payment shall constitute full compensation for furnishing all materials, supplies, labor, tools, equipment and all incidentals or subsidiary works necessary for the successful completion of the work described under this Section. Excavation involved under this Section is not considered a subsidiary work, hence it will not be measured for payment under this Section. Rather, it will be measured and paid for under Structure Excavation.

## ***Section VII. Drawings***

Please refer to:

***EDWIN C. NAZARENO***

***NIA Cavite-Batangas Irrigation Management Office***

***A. Soriano Hi-way, Ibayo Silangan, Naic, Cavite 4110***

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***046-412-0282***

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## ***Section VIII. Bill of Quantities***

**BILL OF QUANTITIES AND BID PRICES**  
**Construction of Concrete Pavement**  
**Matanda RIS**  
Tanza, Cavite  
Contract No.: **4AC-ISR-21-046**

DESCRIPTION		QUANTITY/UNIT		UNIT BID PRICE IN WORDS & IN FIGURES	TOTAL
1	Class "A" Concrete	811.92	cu.m.		
2	Base Coarse	515.81	cu.m.		
3	Excavation	257.90	cu.m.		
4	Construction Safety and Health Program	1.00	l.s.		
5	Temporary Facility	1.00	l.s.		
6					
7					
8					
9					
10					
11					
12					
13					
TOTAL AMOUNT OF BIDS (In Words & Figures)					

The undersigned bidder hereby certifies that he has fully informed himself of all conditions, local and otherwise affecting the carrying out of the Contract Works and that has been in strict accordance with the terms and conditions of these Bid Documents.

Name of Firm: \_\_\_\_\_

\_\_\_\_\_  
Name in Print & Signature of Bidder

## ***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);  
**And**
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship  
**And**
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**And**
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

###### **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) Philippine Contractors Accreditation Board (PCAB) License;  
**or**  
Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **and**
- ☐ (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, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**



- ☐ (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.

**Financial Documents**

- ☐ (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (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.