

PHILIPPINE BIDDING DOCUMENTS

**ESTABLISHMENT AND
OPERATION OF
SANITARY LANDFILL
(PHASE II)**

Government of the Republic of the Philippines

Date of Public Bidding: July 2, 2024

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
Province of Romblon
MUNICIPALITY OF SANTA FE

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THE BIDS AND AWARDS COMMITTEE

**Invitation to Bid for the
ESTABLISHMENT AND OPERATION OF SANITARY
LANDFILL (PHASE II)**

1. The *Municipal Government of Santa Fe, Romblon*, through the *20% Development Fund 2024* intends to apply the sum of *Five Million Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Pesos & 98/100 (Php5,999,999.98)* being the Approved Budget for the Contract (ABC) to payments under the contract for the *Establishment and Operation of Sanitary Landfill (ITB No. 2024-0046)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Municipal Government of Santa Fe, Romblon* now invites bids for the above Procurement Project. Completion of the Works is required *One Hundred Fifteen (115) calendar days after the receipt of the Notice to Proceed*. 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 the *Municipal Government of Santa Fe, Romblon* and inspect the Bidding Documents at the address given below from during working days from 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested bidders on *June 10, 2024 to July 2, 2024* 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 (Php10,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *to be presented in person or through electronic means*.
6. The *Municipal Government of Santa Fe, Romblon* will hold a Pre-Bid Conference¹ on *June 18, 2024 at 9:00 o'clock in the morning* at the *Municipal Hall, Poblacion, Santa Fe, Romblon* which shall be open to prospective bidders.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before *July 2, 2024 at 9:00 o'clock in the morning*. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on *July 2, 2024 at 9:00 o'clock in the morning* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Municipal Government of Santa Fe, Romblon* 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:

ENGR. REYNALD T. SOLANOY

Municipal Assessor

Municipality of Santa Fe

Province of Romblon

Telephone No. 0917-154-2647

Email Address: stafebac2023@gmail.com

12. You may visit our website:

For downloading of Bidding Documents: <http://www.staferomblon.gov.ph>

Date of Issue: July 10, 2024


REYNALD T. SOLANOY
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Municipal Government of Santa Fe, Romblon* invites Bids for the *Establishment and Operation of Sanitary Landfill (Phase II)*, with Project Identification Number *ITB No. 2024-0046*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *20% Development Fund 2024* in the amount of *Five Million Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Pesos & 98/100 (Php5,999,999.98)*.

2.2. The source of funding is:

a. LGUs Annual Budget, as approved by the Sanggunian.

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.

- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* 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.

- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* 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.

- 7.3. 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 *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

- a. 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 within 120 calendar days from the date of the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																																								
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work to the project to be bid.																																							
7.1	N/A																																							
10.3	N/A																																							
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>1. Project Engineer</td> <td style="text-align: center;">5</td> <td style="text-align: center;">3</td> </tr> <tr> <td>2. Project Manager</td> <td style="text-align: center;">5</td> <td style="text-align: center;">3</td> </tr> <tr> <td>3. Materials Engineer</td> <td style="text-align: center;">3</td> <td style="text-align: center;">3</td> </tr> <tr> <td>3. Safety Officer</td> <td style="text-align: center;">3</td> <td style="text-align: center;">3</td> </tr> <tr> <td>4. First Aider</td> <td style="text-align: center;">3</td> <td style="text-align: center;">3</td> </tr> <tr> <td>5. Foreman</td> <td style="text-align: center;">3</td> <td style="text-align: center;">3</td> </tr> </tbody> </table> <p>The Key Personnel should meet the number of years' work experience as stated above and may be assigned to a maximum of two (2) positions only. But Safety Officer and First Aider should be different individual.</p> <p>Note: This list must be supported by Curriculum Vitae and Affidavit of Commitments to Work on the Contract of all personnel.</p>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	1. Project Engineer	5	3	2. Project Manager	5	3	3. Materials Engineer	3	3	3. Safety Officer	3	3	4. First Aider	3	3	5. Foreman	3	3																		
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: left;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>1. Dumptruck</td> <td>6 Wheeler</td> <td style="text-align: center;">2</td> </tr> <tr> <td>2. Backhoe</td> <td>0.80 cu.m.</td> <td style="text-align: center;">1</td> </tr> <tr> <td>3. Road Grader</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>4. Road Roller</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>5. Pay Loader</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>6. Water Pump</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>7. Concrete Vibrator</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>8. Concrete Cutter</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>9. Bar Cutter</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>10. Bar Bender</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>11. Concrete Mixer</td> <td>1-Bagger</td> <td style="text-align: center;">1</td> </tr> <tr> <td>12. Plate Compactor</td> <td></td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <p>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 of the duration of the project.</p>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	1. Dumptruck	6 Wheeler	2	2. Backhoe	0.80 cu.m.	1	3. Road Grader		1	4. Road Roller		1	5. Pay Loader		1	6. Water Pump		1	7. Concrete Vibrator		1	8. Concrete Cutter		1	9. Bar Cutter		1	10. Bar Bender		1	11. Concrete Mixer	1-Bagger	1	12. Plate Compactor		1
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11. Concrete Mixer	1-Bagger	1																																						
12. Plate Compactor		1																																						
12	N/A																																							

15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <i>One Hundred Twenty Thousand Pesos (Php120,000.00)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than <i>Three Hundred Thousand Pesos (Php300,000.00)</i>
19.2	Partial bids are not allowed
20	<p>Additional Requirements to be submitted by the bidder with the Lowest Calculated Bid within 5 calendar days from receipt of the notice from the BAC:</p> <ol style="list-style-type: none"> 1. Certificate of Registration issued by the BIR (BIR Form No. 2303) 2. Latest Income and Business Tax Return filed and paid through the BIR Electronic Filing and Payment System (eFPS) 3. Registration Certificate from SEC for Corporation, DTI for Sole Proprietorship or CDA for Cooperatives 4. Valid and Current Mayor's/Business Permit or its Equivalent Document 5. Tax Clearance per E.O. 398, s. 2005, as finally reviewed and approved by the BIR 6. Audited Financial Statements
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity:</p> <ol style="list-style-type: none"> 1. Construction Schedule and S-curve 2. Manpower schedule 3. Construction methods 4. Equipment utilization schedule 5. Construction safety and health program approved by the DOLE 6. PERT-CPM or other acceptable tools of project scheduling 7. Certificate or Affidavit of Site Inspection 8. Contractor's All Risk Insurance (CARI) 9. Authority of the Signing Official

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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.

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.

This Item shall consist of the preparation of the subgrade for the support of overlying structural layers. It shall extend to full width of the roadway. Unless authorized by the Engineer, subgrade preparation shall not be done unless the Contractor is able to start immediately the construction of the pavement structure.

105.2 Material Requirements

Unless otherwise stated in the Contract and except when the subgrade is in rock cut, all materials below subgrade level to a depth 150mm or to such greater depth as may be specified shall meet the requirements of Section 104.2, Selected Borrow for Topping.

105.3 Construction Requirements

105.3.1 Prior Works

Prior to commencing preparation of the subgrade, all culverts, cross drains, ducts and the like (including their fully compacted backfill), ditches, drains and drainage outlets shall be completed. Any work on the preparation of the subgrade shall not be started unless prior work herein described shall have been approved by the Engineer.

105.3.2 Subgrade Level Tolerance

The finished compacted surface of the subgrade shall conform to the allowable tolerances as specified hereunder:

Permitted variation from	+ 20 mm
design LEVEL OF SURFACE	- 30 mm
Permitted SURFACE IRREGULARITY MEASURED BY 3-m STRAIGHT EDGE	
Permitted variations from	30 mm
design CROSSFALL OR CAMBER	
Permitted variation from	+0.5%
	-0.5%
	design LONGITUDINAL GRADE
over 25 m length	+0.1%
	-0.1%

105.3.3 Subgrade in Common Excavation

Unless otherwise specified, all materials below subgrade level in earth cuts to a depth 150 mm or other depth shown on the Plans or as directed by the Engineer shall be excavated. The material, if suitable, shall be set side for future use or, if suitable, shall be disposed off in accordance with the requirements of Subsection 102.2.9. Where material has been removed from below subgrade

Sieve Designation		Mass Percent Passing
Standard, mm	Alternate US Standard	
50	2"	100
25	1"	55 – 85
9.5	3/8"	40 – 75
0.075	No. 200	0 – 12

200.3 Construction Requirements

200.3.2 Placing

The aggregate subbase material shall be placed at a uniform mixture on prepared subgrade in quantity which will provide the required compacted thickness. When more than one layer is required, each layer shall be shaped and compacted before the succeeding layer placed.

200.3.3 Spreading and Compacting

After the Subsection 200.3.3 add the following:

Except that grading shall not disturb the surface or otherwise, the compacting requirement shall be in accordance with Subsection 200.3.3 and the base shall be replaced of the finished lines, levels, thickness or tolerance are unsatisfactory.

200.4 Method of Measurement

Aggregate subbase will be measured by the cubic meter (m³). The quantity to be paid for shall be design volume compacted in-place as shown on the Plans, and accepted in the completed course. No allowance will be given for materials placed outside the design limits shown on the cross-sections

200.5 Basis of Payment

Payment will be made under:

Pay Item No.	Description Unit	Measurement
200 (1)	Aggregate Subbase Course	Cubic Meter
200 (2)	Compacted Selected Fill	Cubic Meter

ITEM 311- PORTLAND CEMENT CONCRETE PAVEMENT

311.1 Description

This item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with this Specification and in conformity with lines, grades, thickness and typical cross-section shown on the Plans.

311.2 Material Requirements

311.2.1 Portland Cement

It shall conform to the applicable requirements of item 700, Hydraulic Cement. Only Type I Portland Cement shall be used unless otherwise provided for in the Special Provisions. Different brands or the same brands from different mills shall not be mixed nor shall they be used

alternately unless the mix is approved by the Engineer, However, the use of Portland Pozzolan Cement Type IP meeting the requirements of AASHTO M 240/ASTM C 695, Specification for Blended Hydraulic Cement shall be allowed, provided that trial mixes shall be done and that the mixes meet the concrete strength requirements, the AASHTO/ASTM provisions pertinent to the use of Portland Pozzolan Type IP shall ASTM provisions pertinent to the use of Portland Pozzolan Type IP shall be adopted. Cement which for any reason, has become partially set or which contains lumps of caked cement will be rejected. Cement salvaged from discarded or used bags shall not be used. Samples of Cement shall be obtained in accordance with AASHTO T 127.

311.2.2 Fine Aggregate

It shall consist of natural sand, stone screenings or other inert materials with similar characteristics, or combinations thereof, having hard, strong and durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of concrete without the approval of the Engineer. It shall not contain than three (3) mass percent of material passing the 0.075mm (No. 200 sieve) by washing nor more than one (1) mass percent each of clay lumps or shale. The use of beach sand will not be allowed without the approval of the Engineer. If the fine aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 10 mass percent. The fine aggregate shall be free from injurious amount of organic impurities. If subjected to the colorimatic test for organic impurities and a color darker than the standard is produced, it shall be rejected. However, when tested for the effect of organic impurities of strength of mortar by AASHTO T 71, the fine aggregate may be used if the relative strength at 7 and 28 days is not less than 98 mass percent. The fine aggregate shall be well-graded from coarse to fine and shall conform to Table 311.1

Table 311.1 – Grading Requirements for Fine Aggregate

Sieve Designation	Mass Percent Passing
9.5mm (3/8 in)	100
4.75mm (No. 4)	95-100
2.36mm (No. 8)	-
1.18mm (No. 16)	45-80
0.600mm (No. 30)	-
0.300mm (No. 50)	5-30
0.150mm (No. 100)	0-10

311.2.3 Handling, Measuring and Batching Materials

The batch plant site, layout, equipment and provisions for transporting material shall be such as to assure a continuous supply of material to the work. Stockpiles shall be built up in layers of not more than one (1) meter in thickness. Each layer shall be completely in place before beginning the next which shall not be allowed o "cone" down over the next lower layer. Aggregates from different sources and of different grading shall not be stockpiled together.

All washed aggregates and aggregates produced or handled by hydraulic methods, stockpiled or binned for draining at least twelve (12) hours before being batched. When mixing is done at the side of work. Aggregates shall be transported from the batching plant to the mixer in batch boxes, vehicle bodies, or other containers of adequate capacity and construction to properly carry the volume required. Partitions separating batches shall be adequate and effective to prevent spilling

from one compartment to another while in transit or being dumped. When bulk cement is used, the contractor shall use a suitable method of handling the cement from weighting hopper to transporting container or into the batch itself for transportation to the mixer, with chute, boot or other approved device, to prevent loss of cement, and to provide positive assurance of the actual presence in each batch of the entire cement content specified. Bulk cement shall be transported to the mixer in tight compartments carrying the full amount of cement required for the batch. However, if allowed in the Special provisions, it may be transported between the fine and coarse aggregate. When cement is placed in contact with the aggregates, batches may be rejected unless mixed within 1-1/2 hours of such contact. Cement in original shipping packages may be transported on top of the aggregates, each batch containing the number of sacks required by the job mix. The mixer shall be charged without loss of cement. Batching shall be so conducted as to result in the weight to each material required within a tolerance of one (1) percent for the cement and two (2) for aggregates.

Water may be measured either by volume or by weight. The accuracy of measuring the water shall be within a range of error of not over than one (1) percent. Unless the water is to be weighed, the water-measuring equipment shall include an auxiliary tank from which the measuring tank shall be equipped with an outside tap and valve to provide checking the setting, unless other means are provided for readily and accurately determining the amount of water in the tank. The volume of the auxiliary tank shall be at least equal to that of measuring tank.

311.2.4 Mixing Concrete

The concrete may be fixed at the site of the work in a central-mix plant, or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time will be measured from the time all materials, except water, are in the drum. Ready-mixed concrete shall be mixed and delivered in accordance with requirements of AASHTO M 157, except that the minimum required revolutions at the mixing speed for transit-mixed concrete may be reduced to not less than that recommended by the mixer manufacturer. The number of revolutions recommended by the mixer manufacturer shall be indicated on the manufacturer's serial plate attached to the mixer. The contractor shall furnish test data acceptable to the Engineer verifying that the make and model of the mixer will produce uniform concrete conforming to the provision of AASHTO M 157 at the reduced number of revolutions shown on the serial plate.

311.2.5 Limitation of Mixing

No concrete shall be mixed, placed or finished when natural light is sufficient, unless an adequate and approved artificial lighting system is operated. During hot weather, the Engineer shall require that steps be taken to prevent the temperature of mixed concrete from exceeding a maximum temperature of 90°F (32°C). Concrete not placed within ninety (90) minutes from the time the ingredients were charged into the mixing drum or that has developed initial set shall not be used. Retempering of concrete or mortar which has partially hardened, that is mixing with or without additional cement, aggregate, or water, shall not be permitted. In order that the concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor will be required to have available at all times materials for the protection of the edges and surface of the unhardened concrete.



REPUBLIC OF THE PHILIPPINES
PROVINCE OF ROMBLON
MUNICIPALITY OF SANTA FE

ESTABLISHMENT OF MUNICIPAL SANITARY LANDFILL PHASE II

LOCATION: MAGSAYSAY, SANTA FE ROMBLON

 <p>REPUBLIC OF THE PHILIPPINES PROVINCE OF ROMBLON MUNICIPALITY OF SANTA FE</p>	<p>REPUBLIC OF THE PHILIPPINES MUNICIPALITY OF STA. FE OFFICE OF THE MUNICIPAL ENGINEER DESIGN & PLANNING</p>	<p>PREPARED BY:  ENGR. DESON F. GALIN ENGINEERING ASSISTANT II</p>	<p>CHECKED/REVIEWED:  ENGR. RAYMOND M. MAYOR MUNICIPAL ENGINEER</p>	<p>APPROVED BY:  ELSIE D. VISCA MUNICIPAL MAYOR</p>	<p>PROJECT TITLE / LOCATION ESTABLISHMENT OF MUNICIPAL SANITARY LANDFILL PHASE II BPOY MAGSAYSAY, SANTA FE, ROMBLON</p> <p>SHEET NO. /</p>
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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.

CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT

Submit a copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to it. Indicate in the chart the names of the Project Manager, Project Engineer, Materials Engineer, Construction Safety Officer, Foreman, First Aider and other Key Personnel.

Attach the Organizational Chart for the Contract

Name and Signature of Bidder's Representative:

Date:

Position:

Name of Bidder:

**LIST OF CONTRACTOR'S KEY PERSONNEL TO BE ASSIGNED TO THE
CONTRACT, WITH THEIR QUALIFICATION DATA**

[Date of Issuance]

The Chairman

Bids and Awards Committee

Municipality of Santa Fe

Province of Romblon

Dear Sir/Madame:

Supplementing our Organizational Chart for the above-stated Contract, we submit, and certify as true and correct, the following information:

1. We have engaged the services of the following key personnel to perform the duties of the positions indicated in the above-stated Contract if it is awarded to us:

Proposed Position (<i>as applicable</i>)	Name	Years of Experience	
		General Experience	Relevant Experience
Project Manager			
Project Engineer			
Materials Engineer			
Foreman			
Safety Officer			
First Aider			
<i>Others (specify)</i>			

2. We submit the enclosed Curriculum Vitae and Affidavits of Commitment to Work on the Contract of these key personnel.
3. We ensure that the above-mentioned personnel shall employ their best care, skill and ability in performing the duties of their respective position in accordance with the provisions of the Contract, including the Conditions of Contract, Specifications, and Drawings, and that they shall be personally present in the jobsite during the period of their assignment in the Contract.
4. In the event that we choose to replace any of the abovementioned key personnel, we shall submit to you in writing at least fourteen (14) days before making the replacement, for your approval, the name and biodata of the proposed replacement whose qualifications shall be equal to or better than that of the person to be replaced.

5. We understand that any violation of the above-stated conditions shall be a sufficient ground for us to be disqualified from this Contract and future biddings of the of the LGU - Santa Fe, Romblon.

Very truly yours,

Note: This list must be supported by Curriculum Vitae and Affidavit of Commitments to Work on the Contract of all personnel.

CURRICULUM VITAE

Proposed Position : _____

Name of Firm : _____

Name of Staff : _____

Profession : _____

Date of Birth : _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations.]

Education:

[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions, held, and locations of projects. Give client reference.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member over printed name]

KEY PERSONNEL'S AFFIDAVIT OF COMMITMENT TO WORK ON THE CONTRACT

[Date of Issuance]

The Chairman

Bids and Awards Committee

Municipality of Santa Fe

Province of Romblon

Dear Sir/Madame:

1. I, confirm (Name of Professional/Individual) have committed my services for the position of (Key Personnel Position) for the Contract if it is awarded to the Bidder.

2. I, therefore, commit to assume the said position for the Contract once it is awarded to the Bidder, and I shall employ the best care, skill and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of my assignment.

3. I do not allow the use of my name to enable the Bidder to qualify for the Contract without my commitment to assume the said position, since I understand that to do so shall be a sufficient ground for my disqualification from this Contract and future biddings of the Municipal Government of Santa Fe.

4. I submit and certify as true and correct, the following information:

- a. Name : _____
- b. Date of Birth : _____
- c. Nationality : _____
- d. Profession : _____
- e. PRC License No. and Date of Validity: _____
- f. Employment Record and Work Experience Relevant to the Project: (Please fill in the table below; use additional sheet(s) if necessary):

i. Project Name & Location ii. Project Owner's Name & Address iii. Employer's Name & Address iv. Position	i. Project Description ii. Total Project Cost	i. Part of Project Handled ii. Cost of Part	i. Start Date of the Project ii. Completion Date of the Project iii. Total Period of Engagement to the Project
Completed Projects:			
On-going Projects:			

Name and Signature of Professional/Individual Committing to the Contract

Date

SUBSCRIBED AND SWORN to before me this _____ day of _____ at _____, Philippines. Affiant/sis/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____ with his photograph and signature appearing thereon with no. _____.

Witnessed my hand and seal this _____ day of _____.

NAME OF NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of. _____

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							
B. Leased							
C. Under Purchase Agreement							

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 AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT

[Date of Issuance]

The Chairman

Bids and Awards Committee

Municipality of Santa Fe

Province of Romblon

Dear _____:

In compliance with the requirement of the Municipal Government of Santa Fe, Romblon Bids and Awards Committee for the bidding of the *[Name of Project]* (“the Project”), we certify that *[Name of the Bidder]* has in its employ key personnel, such as ***Project Manager, Project Engineer, Materials Engineer, Foreman, Safety Officer and First Aider*** 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]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20 ____
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Total Net Worth (1-3)	
6	Current Net Worth or Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current Assets minus Current Liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = P _____

NFCC must be at least equal to the ABC

The value of bidder's current assets and current liabilities shall be based on the latest Audited Financial Statement submitted to the BIR.

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Firm/Contractor

Signature of Authorized Representative

Date: _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

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

¹ currently based on GPPB Resolution No. 09-2020

- 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: _____

DETAILED ESTIMATES FORM

Project : **ESTABLISHMENT AND OPERATION OF SANITARY LANDFILL (PHASE II)**
 Location : Magsaysay, Santa Fe, Romblon
 Owner : Municipality of Santa Fe, Romblon
 Date :
 Bidder :

Item of Work : OCCUPATIONAL HEALTH SAFETY PROGRAM
 Item Number : B.7 (2)
 Unit of Measurement : L.S
 Quantity : 1

Description	Quantity	Unit	Unit Cost	Amount
A. Materials				
Sub-Total for A				P
Designation	No. of Person	No. of Days	Daily Rate	Amount
B. Labor				
Sub-Total for B				P
Description	Quantity	No. of Days	Rate	Amount
C. Equipment				
Sub-Total for C				P
D. Direct Cost (A+B+C)				
E. Overhead, Contingencies and Miscellaneous (OCM)				
F. Contractor's Profit (CP)				
G. Value Added Tax (VAT)				
H. Total Cost				
I. Unit Cost				

Item of Work : EXCAVATION (COMMON SOIL)
 Item Number : 102 (1)
 Unit of Measurement : Cu.m.
 Output per Hour : 50 cu.m./hr
 Quantity : 7500

Description		Quantity	Unit	Unit Cost	Amount
A.	Materials				
	Sub-Total for A				P
Designation		No. of Person	No. of Days	Daily Rate	Amount
B.	Labor				
	Sub-Total for B				P
Description		Quantity	No. of Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C)				
E.	Overhead, Contingencies and Miscellaneous (OCM)				
F.	Contractor's Profit (CP)				
G.	Value Added Tax (VAT)				
H.	Total Cost				
I.	Unit Cost				

Item of Work : STRUCTURE EXCAVATION
 Item Number : 103(1)a
 Unit of Measurement : cu.m.
 Output per Hour : 50 cu.m./hr.
 Quantity : 900.9

Description		Quantity	Unit	Unit Cost	Amount
A.	Materials				
	Sub-Total for A				P
Designation		No. of Person	No. of Days	Daily Rate	Amount
B.	Labor				
	Sub-Total for B				P
Description		Quantity	Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C)				
E.	Overhead, Contingencies and Miscellaneous (OCM)				
F.	Contractor's Profit (CP)				
G.	Value Added Tax (VAT)				
H.	Total Cost				
I.	Unit Cost				

Item of Work : EMBANKMENT FROM BORROW
 Item Number : 104(2)a
 Unit of Measurement : Cu.m.
 Output per Hour : 50 cu.m./hr
 Quantity : 900

Description		Quantity	Unit	Unit Cost	Amount
A.	Materials				
	a.				
	b.				
	c.				
	Sub-Total for A				P
Designation		No. of Person	No. of Days	Daily Rate	Amount
B.	Labor				
	Sub-Total for B				P
Description		Quantity	No. of Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C)				
E.	Overhead, Contingencies and Miscellaneous (OCM)				
F.	Contractor's Profit (CP)				
G.	Value Added Tax (VAT)				
H.	Total Cost				
I.	Unit Cost				

Item of Work : AGGREGATE BASE COURSE
 Item Number : 300(2)
 Unit of Measurement : Cu.m.
 Output per Hour : 50 cu.m./hr
 Quantity : 301.18

Description		Quantity	Unit	Unit Cost	Amount
A.	Materials				
	a.				
	b.				
	c.				
	Sub-Total for A				P
Designation		No. of Person	No. of Days	Daily Rate	Amount
B.	Labor				
	Sub-Total for B				P
Description		Quantity	No. of Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C)				
E.	Overhead, Contingencies and Miscellaneous (OCM)				
F.	Contractor's Profit (CP)				
G.	Value Added Tax (VAT)				
H.	Total Cost				
I.	Unit Cost				

Item of Work : REINFORCING STEEL BAR, GRADE 40
 Item Number : 404(1)a
 Unit of Measurement : kg
 Output per Hour : 180
 Quantity : 323.7

Description		Quantity	Unit	Unit Cost	Amount
A.	Materials				
	a.				
	b.				
	c.				
	Sub-Total for A				P
Designation		No. of Person	No. of Days	Daily Rate	Amount
B.	Labor				
	Sub-Total for B				P
Description		Quantity	No. of Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C)				
E.	Overhead, Contingencies and Miscellaneous (OCM)				
F.	Contractor's Profit (CP)				
G.	Value Added Tax (VAT)				
H.	Total Cost				
I.	Unit Cost				

Item of Work : STRUCTURAL CONCRETE CLASS A
 Item Number : 405(1)b3
 Unit of Measurement : Cu.m.
 Output per Hour : 10
 Quantity : 113.23

Description		Quantity	Unit	Unit Cost	Amount
A.	Materials				
	a.				
	b.				
	c.				
	Sub-Total for A				P
Designation		No. of Person	No. of Days	Daily Rate	Amount
B.	Labor				
	Sub-Total for B				P
Description		Quantity	No. of Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C)				
E.	Overhead, Contingencies and Miscellaneous (OCM)				
F.	Contractor's Profit (CP)				
G.	Value Added Tax (VAT)				
H.	Total Cost				
I.	Unit Cost				

Item of Work : FORMWORKS AND FALSEWORKS
 Item Number : 903(2)
 Unit of Measurement : L.S
 Quantity : 1

	Description	Quantity	Unit	Unit Cost	Amount
A.	Materials				
	a.				
	b.				
	c.				
	Sub-Total for A				P
	Designation	No. of Person	No. of Days	Daily Rate	Amount
B.	Labor				
	Sub-Total for B				P
	Description	Quantity	No. of Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C)				
E.	Overhead, Contingencies and Miscellaneous (OCM)				
F.	Contractor's Profit (CP)				
G.	Value Added Tax (VAT)				
H.	Total Cost				
I.	Unit Cost				

Item of Work : PORTLAND CEMENT CONCRETE PAVEMENT
(UNREINFORCED)
Item Number : 311(1)e
Unit of Measurement : sq.m.
Output per Hour : 57.5 sq.m./hr
Quantity : 895

Description		Quantity	Unit	Unit Cost	Amount
A.	Materials	P			
	a.				
	b.				
	c.				
	Sub-Total for A				P
Designation		No. of Person	No. of Days	Daily Rate	Amount
B.	Labor				
	Sub-Total for B				P
Description		Quantity	No. of Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C)				
E.	Overhead, Contingencies and Miscellaneous (OCM)				
F.	Contractor's Profit (CP)				
G.	Value Added Tax (VAT)				
H.	Total Cost				
I.	Unit Cost				

Item of Work : STONE MASONRY
 Item Number : 506(1)
 Unit of Measurement : Cu.m.
 Output per Hour : 1.56 cu.m./hr
 Quantity : 100

Description		Quantity	Unit	Unit Cost	Amount
A.	Materials				
	a.				
	b.				
	c.				
	Sub-Total for A				P
Designation		No. of Person	No. of Days	Daily Rate	Amount
B.	Labor				
	Sub-Total for B				P
Description		Quantity	No. of Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C)				
E.	Overhead, Contingencies and Miscellaneous (OCM)				
F.	Contractor's Profit (CP)				
G.	Value Added Tax (VAT)				
H.	Total Cost				
I.	Unit Cost				

Item of Work : SANITARY WORKS
 Item Number : I
 Unit of Measurement : L.S.
 Quantity : 1

Description		Quantity	Unit	Unit Cost	Amount
A.	Materials				
	a.				
	b.				
	c.				
	Sub-Total for A				P
Designation		No. of Person	No. of Days	Daily Rate	Amount
B.	Labor				
	Sub-Total for B				P
Description		Quantity	No. of Days	Rate	Amount
C.	Equipment				
	Sub-Total for C				P
D.	Direct Cost (A+B+C)				
E.	Overhead, Contingencies and Miscellaneous (OCM)				
F.	Contractor's Profit (CP)				
G.	Value Added Tax (VAT)				
H.	Total Cost				
I.	Unit Cost				

SUMMARY OF BID PRICES

Project Name : **ESTABLISHMENT AND OPERATION OF SANITARY LANDFILL
(PHASE II)**

Location : **Magsaysay, Santa Fe, Romblon**

<i>Item No.</i>	<i>Description</i>	<i>Total Cost</i>
B.7 (2)	Occupational Health Safety Program	
100(1)	Clearing and Grubbing (w/ Stripping)	
102(1)	Excavation (Common Soil)	
103(1)a	Structure Excavation	
104(2)a	Embankment from Borrow	
300(2)	Aggregate Surface Course	
404(1)a	Reinforcing Steel Bar, Grade 40	
405(1)b3	Structural Concrete Class A, 27.58MPA@28 days	
903(2)	Formworks and Falseworks	
311(1)e	Portland Cement Concrete Pavement (Unreinforced)	
506(1)	Stone Masonry	
I	Sanitary Works	
Total Project Cost		

Total Amount in Words: _____

Submitted by:

Name and Signature of Bidder's Authorized Representative

Date

Position: _____

CASH FLOW BY QUARTER

Project Name : ESTABLISHMENT AND OPERATION OF SANITARY LANDFILL (PHASE II)
 Location : Magsaysay, Santa Fe, Romblon

PARTICULAR	TOTAL	YEAR			
		1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Accomplishment, in %	100%				
Cash Flow, in Php					
Cumulative Accomplishment, in %	100%				
Cumulative Cash Flow, in Php					

Submitted by:

Name and Signature of Bidder's Representative:

Position:

Name of Bidder:

Date : _____

