

PHILIPPINE BIDDING DOCUMENTS
(AS HARMONIZED WITH DEVELOPMENT PARTNERS)

**CONSTRUCTION OF TWO
(2) UNITS OF DEEP WELL
AT WALLACE AIR
STATION, LA UNION**

Sixth Edition

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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

Invitation to Bid for the Construction of Two (2) Units of Deep Well at Wallace Air Station, San Fernando La Union

1. The Bases Conversion and Development Authority (BCDA), through its 2021 Corporate Budget, intends to apply the sum of **Pesos: Fourteen Million Five Hundred Ninety-Eight Thousand (Php 14,598,000.00)**, inclusive of all applicable taxes and fees, being the Approved Budget for the Contract (ABC) to payments under the contract for the Construction of Two (2) Units Deep Well at Wallace Air Station, San Fernando La Union (the "Project"). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. BCDA now invites bids for the above Project. Completion of the Works is required within **One Hundred Twenty (120) Calendar Days** from the date stated in the Notice to Proceed. For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be the construction of the Deep Well.

The Single Largest Completed Contract (SLCC) requirement shall apply as follows:

Size Range	SLCC Requirement
Medium A and above	Must be at least 50% of the ABC
Small B	None required
Small A	Not allowed to bid

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 BCDA and inspect the Bidding Documents from **16 October 2021 to 14 November 2021 from 8:00 AM to 5:00 PM** and on **15 November 2021, from 8:00 AM to 12:00 Noon**.

BACI2021-0152

5. A complete set of Bidding Documents may be acquired by interested bidders from **16 October 2021 to 14 November 2021 from 8:00 AM to 5:00 PM** and on **15 November 2021, from 8:00 AM to 12:00 Noon** at the following office addresses:
 - a. 2/F BCDA Corporate Center, 31st St. cor. 2nd Ave., Bonifacio Global City, Taguig City
 - b. 9/F One West Aeropark Building, Industrial Estate 5, Clark Global City, Clark Freeport Zone, Mabalacat 2023 Pampanga

All payments of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Pesos: Twenty Five Thousand (Php 25,000.00)** shall be made through online transfer or bank deposit to BCDA's Land Bank account prior to issuance of the Bidding Documents. Kindly coordinate with the Secretariat on the bank details. The Procuring Entity shall allow the bidder to send its proof of payment for the fees through the email address baci2021@bcda.gov.ph.

It may also be downloaded free of charge from the Philippine Government Electronic Procurement System (PhilGEPS) and the BCDA websites, provided that payment of the non-refundable fee as above for the Bid Documents shall be made prior to submission of bids.

6. BCDA will hold a Pre-Bid Conference on **26 October 2021 10:00 AM**, through video conferencing/webcasting *via* <https://bcda-gov-ph.zoom.us/j/96389980444?pwd=WWptcS8zNXRrWGw2Qm80WXdsV3dEdz09> with Meeting ID: 963 8998 0444 and Passcode: 446860 which shall be open to all prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at BCDA Office, BCDA Corporate Center, 9/F One West Aeropark Building, Industrial Estate 5, Clark Global City, Clark Freeport Zone, Mabalacat 2023 Pampanga, on or before **12:00 Noon of 15 November 2021**. 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 **15 November 2021, 1:00 PM** at BCDA Office, BCDA Corporate Center, 9/F One West Aeropark Building, Industrial Estate 5, Clark Global City, Clark Freeport Zone, Mabalacat 2023 Pampanga, and/or through <https://bcda-gov-ph.zoom.us/j/95618174135?pwd=VDFHTDVzUVQ5c3NrUDNUWDrQ1Njdz09> with Meeting ID: 956 1817 4135 and Passcode: 212048. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. BCDA 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 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:

Marinell R. Paclibar

Head Secretariat, BAC for Infrastructure

Tel: (02) 8575-1780

Fax: 816-0996

Email: mrpaclibar@bcda.gov.ph

Website: www.bcda.gov.ph

Date of Posting: 16 October 2021



ARREY A. PEREZ

Chairperson

Bids and Awards Committee for Infrastructure

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, BCDA invites Bids for the Construction of Two Unit Deep Well at Wallace Air Station, San Fernando La Union.

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 2021 in the amount of Php 14,598,000.00 inclusive of all applicable taxes and fees.

2.2. The source of funding is:

2021 BCDA Corporate Budget

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. 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. 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 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 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 indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

Philippine Pesos.

15. Bid Security

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

- 15.2. The Bid and bid security shall be valid until the award of the Project. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as

required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																									
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be the construction of Deep Well.</p> <p>The Single Largest Completed Contract (SLCC) requirement shall apply as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Size Range</th> <th style="text-align: center;">SLCC Requirement</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Medium A and above</td> <td style="text-align: center;">Must be at least 50% of the ABC</td> </tr> <tr> <td style="text-align: center;">Small B</td> <td style="text-align: center;">None required</td> </tr> <tr> <td style="text-align: center;">Small A</td> <td style="text-align: center;">Not allowed to bid</td> </tr> </tbody> </table>	Size Range	SLCC Requirement	Medium A and above	Must be at least 50% of the ABC	Small B	None required	Small A	Not allowed to bid																
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10.4	<p>The list of nominated key personnel with the minimum required years of experience for the Project are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">Required Profession</th> <th style="text-align: center;">Required Experience</th> <th style="text-align: center;">Qty</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Licensed Engineer for at least 5 years</td> <td>At least 3 years of experience as Project Manager</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Geotechnical Engineer</td> <td>Licensed Civil Engineer for at least 3 years</td> <td>At least 2 years of experience as Geotechnical Engineer</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Sanitary/Plumbing Engineer</td> <td>Licensed Civil or Sanitary Engineer for at least 3 years</td> <td>At least 2 years of experience as Sanitary/Plumbing Engineer</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Quantity Surveyor</td> <td>Licensed Engineer or Architect for at least 1 year</td> <td>At least 1 year of experience as Quantity Surveyor</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Materials Engineer I</td> <td>DPWH-accredited Materials Engineer I for at least 1 year</td> <td>At least 1 year of experience as Materials Engineer I</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Key Personnel	Required Profession	Required Experience	Qty	Project Manager	Licensed Engineer for at least 5 years	At least 3 years of experience as Project Manager	1	Geotechnical Engineer	Licensed Civil Engineer for at least 3 years	At least 2 years of experience as Geotechnical Engineer	1	Sanitary/Plumbing Engineer	Licensed Civil or Sanitary Engineer for at least 3 years	At least 2 years of experience as Sanitary/Plumbing Engineer	1	Quantity Surveyor	Licensed Engineer or Architect for at least 1 year	At least 1 year of experience as Quantity Surveyor	1	Materials Engineer I	DPWH-accredited Materials Engineer I for at least 1 year	At least 1 year of experience as Materials Engineer I	1
Key Personnel	Required Profession	Required Experience	Qty																						
Project Manager	Licensed Engineer for at least 5 years	At least 3 years of experience as Project Manager	1																						
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Materials Engineer I	DPWH-accredited Materials Engineer I for at least 1 year	At least 1 year of experience as Materials Engineer I	1																						

Health and Safety Officer	DOLE-accredited safety officer for at least 1 year	At least 1 year of experience as DOLE-accredited Health and safety officer	1
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1. The bidder shall submit a duly signed Statement of Availability of Key Personnel and Equipment in the form prescribed in “Annex B” of the Bid Forms under Section IX. Checklist of Technical and Financial Documents.
2. The bidder must accomplish the form on the List of Construction Key Personnel proposed to be assigned to the contract prescribed in “Annex C” of the Bid Forms and must be supported by the following documents:
 - a. Individual resumes as prescribed in “Annex D” of the Bid Forms under Section IX. Checklist of Technical and Financial Documents; and
 - b. Photocopy of PRC Licenses/DOLE-OHSC/DPWH Accreditation. Expired PRC License may be accepted provided that proof for the renewal of application is attached. Valid or renewed PRC license of all key personnel assigned must be submitted during Post-Qualification.

10.5

The list of minimum major equipment requirements:

Minimum Required Equipment	Capacity	Quantity
Drilling Rig, Percussion Type, Diesel Engine	With Borehole of 16” diameter	1

The bidder must accomplish the prescribed form in “Annex E” of the BID Forms and shall submit the following acceptable proofs as attachment to the list of equipment, as applicable:

- a. If owned, supported by proof of ownership such as but not limited to:
 - Deed of Sale
 - OR/CR
 - Sales Invoice showing payment of VAT
 - Proforma Invoice supported by a Sales Invoice
 - Letter of Credit from bank with attached Purchase Order supported by a Sales Invoice
 - Original Invoice with attached Packing List
 - Bill of Lading

And certification by the bidder of availability of equipment for the duration of the project prescribed in “Annex B” of the Bid Forms;

	<p>b. If leased, supported by all of the following:</p> <ul style="list-style-type: none"> ● lease agreement between lessor and lessee, ● proof of ownership of the lessor, and ● certification of availability of equipment from the equipment lessor for the duration of the project; or <p>c. If under purchase agreement, supported by all of the following:</p> <ul style="list-style-type: none"> ● Purchase Agreement between the bidder and the owner, and ● certification of availability of equipment from the vendor for the duration of the project.
12	Alternative bid is not allowed.
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than Php 291,960.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than Php 729,900.00, if bid security is in Surety Bond.</p> <p>Note: The Surety Bond must be submitted by the bidder together with a certification issued by the Insurance Commission (IC) which shall unequivocally state that the surety or insurance company is specially authorized to issue surety bonds callable on demand and shall be valid for one hundred twenty (120) days from the Bid Opening.</p> <p>Further, we wish to note that since the surety bond required under Section 15.1b is required to be project specific, the certification from the Insurance Commission must also be project specific (GPPB NPM 17-2012).</p>
19.2	Partial bids are not allowed.
20	<p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted.</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p>
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment (DOLE), PERT/CPM or other acceptable tools of project scheduling and Contractor's All Risk Insurance.

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

Special Conditions of Contract

GCC Clause	
2	The intended completion date is on the 120th Calendar Day upon receipt of the Notice to Proceed (NTP).
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor beginning on the date of effectivity of the Contract until the date of its termination and/or project completion.
6	No site investigation report.
7.2	Five (5) years.
10	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 seven (7) calendar days from receipt of the Notice of Award.
11.2	The period between Program of Work updates is thirty (30) days. The amount to be withheld for late submission of an updated Program of Work is five percent (5%) of the previous work accomplishment.
13	The amount of the advance payment shall not be more than fifteen percent (15%) of the contract price.
14	<p>Materials and equipment delivered on the site but not completely put in place and accepted by the Procuring Entity's Representative shall not be included for payment.</p> <p>The first progress payment shall be paid to the contractor after 20% of the work has been accomplished. Thereafter, the payments can be made once per month provided that the contractor submits a progress billing or a request for payment for work accomplished.</p>
15.1	The Operating and Maintenance Manuals and As-Built Drawings (One Original in Mylar, Three Blueprint Copies and electronic file in USB) shall be required before the issuance of the Certificate of Completion.
15.2	The final payment shall be withheld for failing to submit the complete set of Operating and Maintenance Manuals, and As-Built Drawings.

Section VI. Specifications

The Specifications can be downloaded on this link:

<https://tinyurl.com/2unitdeepwell>

Section VII. Drawings

The Drawings can be downloaded on this link:

<https://tinyurl.com/2unitdeepwell>

Section VIII. Bill of Quantities

The Bill of Quantities can be downloaded on this link:

<https://tinyurl.com/2unitdeepwell>

Section IX. Bidding Forms/ Contract Forms

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
<input type="checkbox"/>	(b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and
<input type="checkbox"/>	(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
<input type="checkbox"/>	(e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>	
<input type="checkbox"/>	(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
<input type="checkbox"/>	(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
<input type="checkbox"/>	(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
<input type="checkbox"/>	(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
<input type="checkbox"/>	(j) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	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;
<input type="checkbox"/>	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

<input type="checkbox"/>	(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.
<i>Financial Documents</i>	
<input type="checkbox"/>	(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
<input type="checkbox"/>	(m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
<i>Class "B" Documents</i>	
<input type="checkbox"/>	(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	
<input type="checkbox"/>	(o) Original of duly signed and accomplished Financial Bid Form; and
<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	(p) Original of duly signed Bid Prices in the Bill of Quantities; and
<input type="checkbox"/>	(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
<input type="checkbox"/>	(r) Cash Flow by Quarter.

Bidding Forms

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

BID FORM

Date : _____

To: **BCDA Bids and Awards Committee for Infrastructure**

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: **Construction of Two (2) Units Deep Well at Wallace Air Station, La Union**;
- 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: *[total bid price in words]* and *[total bid price in figures]*;
- d. The discounts offered and the methodology for their application are: *[insert percentage or amount; and information for their application]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: (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 **Thirty percent (30%)** of the Contract Price for the due performance of the Contract;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any

other Bid that you may receive.

- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **Construction of Two (2) Units Deep Well at Wallace Air Station, La Union.**
- 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: _____

STATEMENT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT

[Date of Issuance]

To: BCDA Bids and Awards Committee for Infrastructure

Dear _____:

In compliance with the requirements of the BCDA Bids and Awards Committee for Infrastructure for the bidding of the **Construction of Two (2) Units Deep Well at Wallace Air Station, La Union** (“the Project”), we certify that *[Name of the Bidder]* has in its employ key personnel, such as Project Manager, Geotechnical Engineer, Sanitary/Plumbing Engineer, Quantity Surveyor, Materials Engineer I and Health and Safety Office, who will be engaged for the construction of the said Project.

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

Very truly yours,

[Name of Authorized Representative]

[Position]

[Name of Bidder]

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

Business Name : _____
 Business Address : _____

	Project Manager	Geotechnical Engineer	Sanitary/ Plumbing Engineer	Quantity Surveyor	Materials Engineer I	Health and Safety Officer
1. Name						
2. Address						
3. Date of Birth						
4. Employed Since (Current Co.)						
5. Previous Employment						
6. Education						
7. PRC License/ Accreditation from DOLE-OHSC (for the Health and Safety Officer)/ DPWH Accreditation						
8. Years of Experience in Proposed Position						

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

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

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

Designation : _____

Date : _____

**KEY PERSONNEL
(FORMAT OF CURRICULUM VITAE)**

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

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

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

Signature of Key Personnel

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).

LIST OF EQUIPMENT OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENT, PLEDGED TO THE PROPOSED CONTRACT

Business Name : _____
 Business Address : _____

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

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

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

Designation : _____

Date: _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)

Date: _____

BCDA Bids And Awards Committee for Infrastructure

Dear _____,

In compliance with the eligibility requirements for the bidding of **Construction of Two (2) Units Deep Well at Wallace Air Station, La Union**, this is to certify that *[name and complete address of Bidder]* has the following completed government and private contracts:

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

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Firm]

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

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

Date: _____

BCDA Bids and Awards Committee for Infrastructure

Dear _____,

In compliance with the eligibility requirements for the bidding of **Construction of Two (2) Units Deep Well at Wallace Air Station, La Union**, this is to certify that *[name and complete address of Bidder]* has the following on-going government and private contracts. [Including contracts awarded but not yet started]:

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

Yours sincerely,

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

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

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

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

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

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

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

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

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. 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.

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

MCLE No. __

Doc. No. ____

Page No. ____

Book No. ____

Series of ____

JOINT VENTURE/ CONSORTIUM AGREEMENT

KNOW ALL MEN BY THESE PRESENTS :

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

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

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

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

(Henceforth collectively referred to as the "**Parties**")

WITNESSETH: That

WHEREAS, BCDA has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____ ;

WHEREAS, the parties have agreed to pool their resources together to form the "_____ Joint Venture/Consortium", hereinafter referred to as the Joint Venture/Consortium, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of BCDA;

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

ARTICLE I

ORGANIZATION OF THE JOINT VENTURE/CONSORTIUM

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

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

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

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

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

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

ARTICLE II PURPOSE

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

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

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

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

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

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

A.	-	P	.00
B.	-	P	_____00
TOTAL		P	.00

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

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

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

contain a negative balance, such Party shall contribute cash to the JV/Consortium sufficient to restore the said balance to zero;

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

ARTICLE V
MISCELLANEOUS PROVISIONS

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

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

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

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

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

Signed in the Presence of:

ACKNOWLEDGMENT

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

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

Name

ID Name, Number and Validity Date

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

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

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

(Notary Public)

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

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

Note: The competent evidence of identity for Notary shall comply with Sec. 12 (a), Rule II of the 2004 Rules on Notarial Practice. “Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

SUPPLIER’S LETTERHEAD

(PROFORMA LETTER FOR WITHDRAWAL OF DOCUMENTS)

Date

BCDA Bids and Awards Committee for Infrastructure

Dear Sir:

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

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

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

Thank you.

Very truly yours,

Authorized Signatory for the Company

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To : **Bases Conversion and Development Authority**

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

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

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

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

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

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

This guarantee shall be valid until the date of issue of the Final Acceptance [Inspection, & Certification of Acceptance Report (I.C.A.R.)].

SIGNATURE AND SEAL OF THE
GUARANTOR
NAME OF BANK
ADDRESS
DATE

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

BID SECURING DECLARATION

To: **BCDA Bids and Awards Committee for Infrastructure**

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake:
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

**CONTRACT FOR THE CONSTRUCTION OF TWO (2) UNITS DEEP WELL AT
WALLACE AIR STATION, LA UNION**

THE PUBLIC IS INFORMED:

This **Contract** is executed between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented herein by its President and CEO, _____, who is duly authorized for this purpose as evidenced by the Secretary's Certificate dated _____, a certified true copy of which is hereto attached as **Annex "A"** and made an integral part hereof, hereinafter referred to as "**BCDA**";

- and -

_____, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at _____, represented herein by its _____, _____, who is duly authorized for this purpose as evidenced by a Secretary's Certificate dated _____, a copy of which is hereto attached as **Annex "B"**, hereinafter referred to as "**Contractor**".

Individually referred to as "Party" and collectively as "Parties",

ANTECEDENTS

BCDA is desirous that the Contractor execute the Construction of Two (2) Units Deep Well at Wallace Air Station, La Union (hereinafter called "the Works") and BCDA has accepted the Bid for _____ by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

ACCORDINGLY, the Parties agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Contract, vis .:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;

- v. Supplemental or Bid Bulletins, if any;
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g. Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the BCDA's bid evaluation;
- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

- 3. In consideration for the sum of _____ or such other sums as may be ascertained, the Contractor agrees to execute the Construction of Two (2) Units Deep Well at Wallace Air Station, La Union in accordance with his/her/its Bid.
- 4. The BCDA agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
- 5. Any amendment, modification or additional terms and conditions to this Contract shall be made in writing and executed with the same formalities hereof.

SIGNED BY THE PARTIES on _____ in Taguig City, Philippines.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

By:

President and CEO

Signed in the presence of:

AILEEN ANUNCIACION R. ZOSA
Executive Vice President and COO

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) ss.

BEFORE ME, a Notary Public, for and in Taguig City, personally appeared the following:

Name	Government Issued ID	Date/Place Issued

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that their signatures confirm their own free acts and the entities they represent.

SIGNED AND SEALED on _____ in Taguig City, Philippines.

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FORM FOR DETAILED ESTIMATES

The Form for Detailed Cost Estimates can be downloaded on this link:

<https://tinyurl.com/2unitdeepwell>

DAYWORKS SCHEDULE

LABOR

Project Name: **Construction of Two (2) Units Deep Well at Wallace Air Station, La Union**

NO.	TYPE OF LABOR	UNIT	RATE
1	Foreman	Hour	
2	Skilled Laborer	Hour	
3	Unskilled Laborer	Hour	
4	Driver	Hour	
5	Heavy Equipment Operator	Hour	

DAYWORKS SCHEDULE**MATERIALS**Project Name: **Construction of Two (2) Units Deep Well at Wallace Air Station, La Union**

NO.	TYPE OF MATERIALS	UNIT	RATE
1	Cement	Bag	
2	Fine Aggregate	Cu.m.	
3	Coarse Aggregate	Cu.m.	
4	Reinforcing Steel Bars	Kg.	
5	Coco Lumber	Bd.ft.	
6	Assorted CWN	Kg.	
7	G.I. Tie Wire, Ga. 16	Kg.	
8	Plywood	piece	

DAYWORKS SCHEDULE

EQUIPMENT

Project Name: **Construction of Two (2) Units Deep Well at Wallace Air Station, La Union**

NO.	TYPE OF EQUIPMENT	UNIT	RATE
1	Concrete Mixer, 1 Bagger	Hour	
2	Excavator, 0.5 cu.m.	Hour	
3	Concrete Vibrator	Hour	
4	Utility Truck	Hour	
7	Bar Cutter	Hour	
8	Concrete Breaker	Hour	

