

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**RENOVATION OF THE FORMER
88 AIRPORT LOUNGE**

**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.

INVITATION TO BID FOR RENOVATION OF THE FORMER 88 AIRPORT LOUNGE

1. The Manila International Airport Authority (MIAA) through the:

Source of funding and year: CY 2024 COB
Approved Budget to the Contract (ABC): PESOS: SIX MILLION FIVE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED SEVENTY AND 99/100 ONLY (PhP6,544,470.99) IN PHILIPPINE CURRENCY
Procurement Project/ Identification Number: Responsibility Center Code No. 24-E23X-50213040-28

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



Lot-procurement

The MIAA, through the (please refer to the above project particulars) being the ABC to payments under the contract for each lot/*item*. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The MIAA now invites bids for the above Procurement Project.

<i>Contract Duration</i>	Sixty (60) Calendar Days
<i>Bidders should have completed</i>	refer ITB to Clause 5.2

Bidders should have completed, from the date of submission and receipt of bids, 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 a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

4. Prospective Bidders may obtain further information from:

MIAA	AGM for Engineering	Design & Planning Division
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and inspect the Bidding Documents at the address given below during regular office hours.

5. A complete set of Bidding Documents may be acquired by interested Bidders on:

<i>From</i>	<i>To</i>	<i>Time</i>
15 January 2025	06 February 2025	8:00 AM-5:00 PM
06 February 2025		8:00 AM-12:00 NN

from the 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 **PHP 10,000.00**¹. The Procuring Entity shall allow the bidder to present its proof of payment for the fees².

¹ APPENDIX 8, Guidelines on the Sale of Bidding Documents, Item 5.0;

² It may be presented in person, by facsimile, or through electronic means;

6. The **MIAA** will hold a Pre-Bid Conference³ on:

<i>Date</i>	<i>Time</i>	<i>Venue</i>
23 January 2025	2:00 PM	4/F, Audio Visual Room, MIAA Administration Building

and/or through video conferencing or webcasting⁴ which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat:

<i>Mode of Bid submission</i>	<i>Last day of submission</i>	<i>Time</i>
Manual submission	06 February 2025	12:00 NN.
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 15.

9. Bid opening shall be on:

<i>Date</i>	<i>Time</i>	<i>Venue</i>
06 February 2025	2:00 PM	4/F, Audio Visual Room, MIAA Administration Building

and/or via social media⁵. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. [n/a] *[Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions]*

11. The MIAA 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

MR. BENJAMIN T. MANALILI III
 BAC Head Secretariat
 Bids and Awards Committee
 Nos. 88771109 Loc. 3736, 3838 and 3010
 e-mail: bac@miaa.gov.ph
 miaa.bac.secretariat@gmail.com

³ 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.

⁴ via Facebook Live at Ninoy Aquino International Airport;

⁵ *ibid*;

13. You may visit the following websites: www.miaa.gov.ph
www.philgeps.gov.ph
www.facebook.com/MIAAGovPH

For downloading of Bidding Documents:
For online bid submission:

✓
n/a

Date of Issue

15 January 2025, WEDNESDAY

MGEN. MANUEL V. SEQUITIN, PA (RET) CESE
Chairperson, MIAA Bids and Awards Committee

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 MIAA wishes to receive Bids for the:

<i>Project Name / Title</i>	RENOVATION OF THE FORMER 88 AIRPORT LOUNGE
<i>Procurement Project/ Identification number</i>	24-E23X-50213040-28

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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

One (1)	Refer to Terms of Reference (TOR) on the RENOVATION OF THE FORMER 88 AIRPORT LOUNGE
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2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of:
PESOS: SIX MILLION FIVE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED SEVENTY AND 99/100 ONLY (PhP6,544,470.99) IN PHILIPPINE CURRENCY;

2.2. The source of funding is: CY COB 2024

n/a Early procurement activity:
a. GOCC and GFIs, the proposed Corporate Operating Budget.

NOT an early procurement activity:
a. GOCC and GFIs, the Corporate Operating 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)⁶ 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

⁶ 2016 IRR, Sec. 23.4.2.5 The SLCC shall be supported by an Owner’s Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES). In case of contracts with the private sector, an equivalent document shall be submitted;

- 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:
 [Select one, delete other/s]

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

N/A 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 criterial 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.

N/A 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 [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.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address:

Date	Time	Venue
23 January 2025	2:00 PM	4/F, Audio Visual Room, MIAA Administration Building

and/or through video conferencing/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:*

[Select one, delete the other/s]

a. Philippine Pesos.

 n/a

b. A foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.

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 *[refer to Sec. 28.1 of the 2016 IRR of RA 9184]*. 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, which shall be: <u>General Building Project</u>
7.1	Refer to ITB Clause 7.1 (b)
10.3	Refer to Scope of Works/General Notes
10.4	The key personnel must meet the required minimum years of experience set below: <u>Key Personnel General Experience Relevant Experience</u> Refer to Scope of Works/General Notes/Bidder's Qualification
10.5	The minimum major equipment requirements are the following: <u>Equipment Capacity Number of Units</u> Refer to Scope of Works/General Notes
12	<i>[Insert Value Engineering clause if allowed.]</i> N/A
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php130,889.41 <i>[two percent (2%) of ABC]</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 Php327,223.55 <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.2	Partial bids are allowed, as follows: <i>[Insert grouping of lots by specifying the items and the quantity for every identified lot.] [N/A]</i>
20	Bidders during post-qualification are required to submit certificates stated under Refer to Scope of Works/General Notes which shall be subject to verification. Other licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone.
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 DOLE, and other acceptable tools of project scheduling.

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.

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.

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 guidelines⁷ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any

⁷ currently based on GPPB Resolution No. 09-2020

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: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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

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

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

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

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Name of Supplier]

Acknowledgment

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

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Statement of all Government & Private Contract ongoing which are similar or not similar in nature and complexity as the Project subject of the Bidding

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion	a. Date Awarded b. Contract Effectivity
			Description	%		
Government						
Private						

Submitted by: _____

(Print Name and Signature)

Designation: _____

Date: _____

Statement of Single Largest Completed Contract which are similar in nature and complexity as the Project subject of the Bidding, equivalent to at least Fifty Percent (50%) of the ABC.

Business Name: _____

Business Address: _____

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

Note: **This statement shall be supported by the following:**

1. Owner's Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES). In case of contracts with the private sector, an equivalent document shall be submitted.

Submitted by: _____
(Print Name and Signature)

Designation: _____

Date: _____

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	<p><i>[Select one, delete the other.]</i></p> <p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years.</p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p>
10	<p><i>[Select one, delete the other:]</i></p> <p style="padding-left: 40px;">a. Dayworks are applicable at the rate shown in the Contractor’s original Bid.</p> <p style="padding-left: 40px;">b. No dayworks are applicable to the contract.</p>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <i>[insert number]</i> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .
13	The amount of the advance payment is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> .
14	<i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	<p>The date by which operating and maintenance manuals are required is <i>[date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[date]</i>.</p>

15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is [<i>amount in local currency</i>].
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Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are

national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

Section VII. Drawings

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

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

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

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

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such

provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

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

Signature Box

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

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

General Notes:

1. All items not included in the Bill of Materials but necessary for the completion of the project shall be supplied by the Contractor at no Cost to the MIAA.
2. Use Excel In the computation of bid prices, the centavo component must be rounded off to the nearest 2 decimal points.
3. Items and Specifications should strictly conform to the Scope of Works.
4. The Bill of Materials / Quantities & Cost Estimate shall **not** exceed the following for OCM and Profit:

Estimated Direct Cost (EDC)	Allowable Maximum OCM as % of EDC	Allowable Maximum Profit as % of EDC
Up to Php5M	15	10
Above Php5M to Php50M	12	8
Above Php50M to Php150M	10	8
Above Php150M	8	8

Note: Failure to comply with the above for Bill of Materials submitted as part of the Bidder's Financial Documents shall be a ground for Post-disqualification.

PROJECT: PROPOSED RENOVATION OF THE FORMER 88 AIRPORT LOUNGE

BILL OF MATERIALS

ITEM NO.	DESCRIPTION	NO.	QTY	UNIT	UNIT COST	AMOUNT
A: CIVIL WORKS						
A-1 MOBILIZATION AND DEMOBILIZATION						
A-1-1	Equipment Rental					
	a. Elf Truck	1	4.0	day		
A-1-2	Labor					
	a. Unskilled	2	4.0	day		
SUB-TOTAL						
GROUND FLOOR						
A-2 REMOVAL OF EXISTING WALLS/PARTITION						
A-2-1	Labor					
	a. Foreman	1	10.0	day		
	b. Skilled	1	10.0	day		
	c. Unskilled	4	10.0	day		
A-2-2	Equipment Rental					
	a. Grinder	1	6.0	day		
	b. Chipping Hammer	1	6.0	day		
SUB-TOTAL						
A-3 CARPENTRY						
A-3-1	Materials					
	a. Marine Plywood 3/4" 4'x8'		5.0	pcs		
	b. Ficem Board 6mm thk		100.0	pcs		
	c. Metal track, 8mm thk, 50mmx100mmx5m		100.0	pcs		
	d. Metal stud, 8mm thk, 50mmx100mmx5m		100.0	pcs		
	e. Metal Furring, 0.8mm thk, 19mmx100mmx5m		25.0	pcs		
	f. KD S4S Tanguile, 2"x4"x12'		30.0	pcs		
	g. KD S4S Tanguile, 2"x3"x12'		30.0	pcs		
	h. Black Screw, Metal 1 1/2"		5,000.0	pcs		
	i. Wood Edging 1/4"x1"x10'		100.0	pcs		
	j. Cutting Disc 4"		20.0	pcs		
	k. Metal Drill Bit (Assorted)		20.0	pcs		
	l. Masonry Drill Bit (Assorted)		20.0	pcs		
A-3-2	Equipment Rental					
	a. Grinder	1	5.0	day		
A-3-3	Labor					
	a. Foreman	1	15.0	day		
	b. Skilled	2	15.0	day		
	c. Unskilled	4	15.0	day		
SUB-TOTAL						
A-4 SUPPLY AND LABOR AND MATERIALS IN THE INSTALLATION OF GLASS DOOR						
A-4-1	Double Swing Glass Door (1.7mx2.4m) <i>Analok Frame</i> <i>Floor mounted doorcloser</i> <i>1/4" bronze type, Tempered Glass</i>		1.0	set		
A-4-2	Swing Glass Door (.99mx2.1m) <i>Analok Frame</i> <i>Floor mounted doorcloser</i> <i>1/4" bronze type, Tempered Glass</i>		5.0	sets		
SUB-TOTAL						
A-5 MASONRY/TILE WORKS						
A-5-1	Materials					
	a. 60cm x 60cm Synthetic Granite Tiles		10.0	pcs		
	b. Cement		2.0	bags		
	c. Sand		0.5	cu.m		
A-5-2	Labor					
	a. Foreman	1	1.0	day		
	b. Skilled	1	1.0	day		
	c. Unskilled	1	1.0	day		
A-5-3	Equipment Rental					
	a. Gtile Cutter	1	1.0	day		
	b. Grinder	1	1.0	day		
SUB-TOTAL						

A-6 PAINTING			
A-6-1	Materials		
	a. Semi Gloss Latex	14.0	pail
	b. Flat Latex	15.0	pail
	c. QDE	4.0	gal
	d. Paint Thinner	2.0	gal
	e. Masonry Putty	2.0	pail
	f. Mesh Tape 2"	15.0	rolls
	g. Boddy Fille	16.0	ltr
	h.Sand Paper #100	50.0	pcs
	i.Sand Paper #220	50.0	pcs
	j.Roller 7"	10.0	pcs
	k.Brush 2"	10.0	pcs
A-6-2	Labor		
	a. Foreman	1	15.0 day
	b. Skilled	2	15.0 day
	c.Unskilled	2	15.0 day

SUB-TOTAL

SECOND FLOOR

A-7 REMOVAL OF EXISTING WALLS/PARTITION

A-7-1	Labor		
	a. Foreman	1	15.0 day
	b. Skilled	1	15.0 day
	c.Unskilled	4	15.0 day
A-7-2	Equipment Rental		
	a. Grinder	1	6.0 day
	b. Chipping Hammer	1	6.0 day

SUB-TOTAL

A-8 CARPENTRY

A-8-1	Materials		
	a. Marine Plywood 3/4" 4'x8'	12.0	pcs
	b.Ficem Board 6mm thk	10.0	pcs
	c. Metal track, 8mm thk, 50mmx100mmx5m	20.0	pcs
	d. Metal stud, 8mm thk, 50mmx100mmx5m	20.0	pcs
	e. Metal Furring, 0.8mm thk, 19mmx100mmx5m	20.0	pcs
	f.Wood Laminate 4'x8'	2.0	pcs
	g.Contact Cement	1.0	gal
	h.. KD S4S Tanguile, 2"x4"x12'	10.0	pcs
	i. KD S4S Tanguile, 2"x3"x12'	10.0	pcs
	j. Black Screw, Metal 1 1/2"	2,500.0	pcs
	k.Wood Edging 1/4"x1"x10'	100.0	pcs
	l. Cutting Disc 4"	20.0	pcs
	m. Metal Drill Bit (Assorted)	20.0	pcs
	n. Masonry Drill Bit (Assorted)	20.0	pcs
A-8-2	Equipment Rental		
	a. Grinder	1	10.0 day
A-8-3	Labor		
	a. Foreman	1	15.0 day
	b. Skilled	2	15.0 day
	c.Unskilled	2	15.0 day

SUB-TOTAL

A-9 SUPPLY AND LABOR AND MATERIALS IN THE INSTALLATION OF GLASS DOOR

A-9-1	Swing Glass Door (.99mx2.1m)	4.0	sets
	<i>Analok Frame</i>		
	<i>Floor mounted doorcloser</i>		
	<i>1/4" bronze type, Tempered Glass</i>		

SUB-TOTAL

A-10 MASONRY/TILE WORKS

A-10-1	Materials		
	a.1.2mx.6m Synthetic Granite Tiles	2.0	pcs
	b. 60cm x 60cm Synthetic Granite Tiles	30.0	pcs
	c. Cement	20.0	bags
	d. Sand	3.0	cu.m
A-5-2	Labor		
	a. Foreman	1	7.0 day
	b. Skilled	1	7.0 day
	c.Unskilled	2	7.0 day
A-5-3	Equipment Rental		
	a. Tile Cutter	1	7.0 day
	b. Grinder	1	7.0 day

SUB-TOTAL

A-11 PAINTING					
A-11-1	Materials				
	a. Semi Gloss Latex		8.0		pail
	b. Flat Latex		16.0		pail
	c. QDE		4.0		gal
	d. Paint Thinner		4.0		gal
	e. Masonry Putty		4.0		pail
	f. Mesh Tape 2"		5.0		rolls
	g. Boddy Fille		16.0		ltr
	h.Sand Paper #100		50.0		pcs
	i.Sand Paper #220		50.0		pcs
	j.Roller 7"		10.0		pcs
	k.Btrush 2"		10.0		pcs
A-6-2	Labor				
	a. Foreman	1	15.0		day
	b. Skilled	2	15.0		day
	c.Unskilled	4	15.0		day

SUB-TOTAL

A-12 PLUMBING WORKS (Ground and Second Floor)					
A-12-1	Materials				
	a.Urinal Flashometer (Push Type)		10.0		set
	b.Lavatory Fuacet wall mounted		20.0		pcs
	c.Bidet		30.0		pcs
	d.Brass Angle Valve, Three Way		30.0		pcs
	e.Water Closet, Tank Type		2.0		set
	f.Flexible Hose, 1/2"1/2"x16"		30.0		pcs
	g.Seat and Cover		30.0		pcs
	h.Shower Head		8.0		pcs
	i.Tank Fittings		30.0		pcs
	j.Teflon Tape		100.0		roll
A-12-2	Labor				
	a. Foreman	1	9.0		day
	b. Skilled	1	9.0		day
	c.Unskilled	3	9.0		day

SUB-TOTAL

TOTAL CIVIL WORKS

B. ELECTRICAL WORKS					
B-1 MERALCO FEEDER LINE					
B-1-1	200mm sq. THHN Copper Wire, 600V		60.0		m
B-1-2	Solderless Connector 200mm sq		12.0		pcs
B-1-3	Mechanical Lugs 200mm sq		12.0		pcs
B-1-4	Fabricated Busbar, 700 Amp (or MTS)		6.0		m
B-1-5	80MM SQ thhn Copper Wire, 600V, 150/Reel		100.0		m
B-1-6	700AT, 600V, 60Hz Molded Case circuit breaker		2.0		unit

SUB-TOTAL

B-2 PANEL BOARDS AND LIGHTINGS					
Panel Board					
B-2-1	Main: 100AT, 600V, 3P, 60HZ Molded Case Circuit breaker Branches: 12-30AT, 600V, 2P, 60HZ Molded Case CB		2.0		assy
B-2-2	225AT, 400v,3p,60hz, Molded Case Circuit Breaker		1.0		set
B-2-3	3.5 mmsq THHN Copper Wire, 600V, 150m/roll		20.0		roll
B-2-4	18W LED Downlight, Daylight (6500k), 8 inches hole diameter		500.0		pcs
B-2-5	18W LED Tubular Lamp, Daylight (6500k), T8, 1.2 M, Double Ended		150.0		pcs
B-2-6	Universal Convinience Outlet, 3-pronged, flushed mounted with plate cover		200.0		set
B-2-7	1-gang, one way switch, flushed mounted with plate cover		30.0		set
B-2-8	2-gang, one way switch, flushed mounted with plate cover		30.0		set
B-2-9	15W led BULB, Daylight, E-27 Base		100.0		pcs

SUB-TOTAL

B-3 POWER ACU					
B-3-1	5.5 mm sq., THHN Copper wire, 600V, 150m/roll		60.0		roll
B-3-2	30AT, 400v,2p,60hz, Molded Case Circuit Breaker		60.0		set
B-3-3	Aircon Outlet, 1 gang with plate cover		50.0		set
B-3-4	Utility Box, Heavy Duty, Flushed mounted		250.0		pcs
Panel Board					
B-3-5	Main: 100AT, 600V, 3P, 60HZ Molded Case Circuit breaker Branches: 12-30AT, 600V, 2P, 60HZ Molded Case CB		3.0		assy

B-3-6	80 mm sq. THHN Copper wire, 600V	15.0	m
B-3-7	60 mm sq. THHN Copper wire, 600V	15.0	m
B-3-8	30 mm sq. THHN Copper wire, 600V	60.0	m
B-3-9	Solderless Connector 80mm sq	3.0	pcs
B-3-10	Solderless Connector 60mm sq	3.0	pcs
B-3-11	Solderless Connector 30mm sq	3.0	pcs

SUB-TOTAL

B-4 MISCELLANEOUS

	Lamp post 10 feet 220x2200x12 (5-8 bolts), powder coated, complete with 4 sets of 3/4" x 20" anchor bolts, nuts and bolts including lightings\	12	sets
B-4-1			
B-4-2	Vinyl Electrical TAPE, Professional Grade	100	roll
B-4-3	Flexible Metallic Conduit 3/4 dia. Heavy Duty, 30m/Roll	50	roll
B-4-4	Hnagers and Support, Misc	1	lot

SUB-TOTAL

B-5 PROFESSIONAL FEE (LABOR)

B-5-1	Project Engineer	1	45	days
B-5-2	Project Foreman	1	45	days
B-5-3	Electrician	5	45	days
B-5-4	Helper	5	45	days

SUB-TOTAL

TOTAL ELECTRICAL WORKS

TOTAL DIRECT COST (A+B):

INDIRECT COST:

OCM (15%)

PROFITS (10 %)

VAT (5%)

TOTAL INDIRECT COST (A+B):

C. MECHANICAL WORKS

C-1 GENERAL REQUIREMENTS

C-1-1	Mobilization/Demobilization, Safety Requirements, Testing and Commissioning	1	lot
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C-2 EQUIPMENT

C-2-1	Floor mounted 6.0HP Inverter Type	4	units
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C-3 MATERIALS

C-3-1	Accessories and Installation Works	1	lot
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SUB-TOTAL

TOTAL DIRECT COST (C):

TOTAL CONSTRUCTION COST:

TERMS OF REFERENCE

TERMS OF REFERENCE

PROPOSED RELOCATION OF MIAA OFFICES

I. INTRODUCTION

Manila International Airport Authority (MIAA) is responsible for the welfare and conducive workplace of all MIAA personnel.

Due to the implementation of the NAIA PPP project last September 14, 2024, a total of fifteen (15) MIAA offices located within the Project Land need to be relocated. The proposed relocation area is the former 88 Airport Lounge.

The proposed renovation of the former 88 Airport Lounge facility requires significant civil, mechanical, and electrical works to transform it into fully functional office space and to ensure a conducive workplace and environment for the displaced employees (MIAA male, female, and other employees with disability affected by Public-Private Partnership (PPP) project transition).

The restoration of the facility will serve and maintain continued operational and efficient performance of affected offices during this transition.

The implementing office of MIAA is the Civil Works and Electro-Mechanical Departments of the MIAA Engineering Bloc through a service provider selected via public bidding. The said renovation works should be monitored by Civil Works and Electro-Mechanical Departments' female and male engineers, while the winning service provider should also be monitored with female and male engineers.

MIA Authority, therefore, intends to engage qualified contractor suppliers, who has expertise, equipment, and workforce (male and female) and has undertaken similar work particularly in renovation/restoration of building/facility.

II. OBJECTIVE OF THE SERVICES

The general objective of the services is to implement the immediate repair and renovation of the former 88 Airport Lounge, to accommodate MIAA Offices affected by PPP Project.

III. SCOPE OF SERVICES

Civil Works

The contractor/supplier shall furnish all necessary manpower, equipment, tools materials, supervision and other items necessary to perform the following:

1. Mobilization
2. Site Works include fabrication and installation of enclosure/board up and warning signages at the project site.
3. Carpentry works include the restoration of open walls, ceiling, floor, and installation of dry double wall partitions.
4. Glass door work includes the supply of labor and materials in the installation of glass doors.
5. Masonry/Tile work includes the restoration of floor finishes. Installation of floor tiles at flooring at the area where partitions and platforms are removed.
6. Painting works include the repainting of interior walls, and ceiling with 2 coats of semi-gloss latex and painting of new dry walls.
7. Plumbing works include installation of necessary fixtures.
8. Restoration of affected area.
9. Turnover of accountable materials at MIAA PMD
10. Cleaning and Demobilization.

Mechanical Works

The contractor shall provide all supervision, administrative support, labor, tools, materials, parts, equipment and transportation necessary to effectively and efficiently fulfill base services and to deliver practices incorporating Techniques based on Original Equipment Manufacturer (OEM) recommendations and best engineering practices.

1. Secure all necessary permits as required by MIAA, the Local Government Unit and other agencies.
2. Supply and delivery on site of the new Split Type Airconditioning Unit and other materials listed on the Bill of Materials, with the following Technical Specifications:
 - a. Split Type Airconditioning Unit:
 - i. Floor Mounted
 - ii. 6.0Hp Inverter Type
 - iii. 230V
 - iv. 1Ph
 - v. 60Hz
3. Layout and installation of new Split Type Airconditioning Unit.
4. Layout and installation of condensate drain piping with complete insulation.
5. Coring works for pipes thru walls and other masonry works.
6. Layout and installation of main power supply, circuit breakers, other electricals components.
7. Restoration and housekeeping
8. Testing: The contractor shall submit field inspection test checklist that will serve as inspection protocol and test certificate in conformance to OEM standard operation manual. All testing must be witnessed and accepted by the end user.
9. Commissioning: The contractor shall submit commissioning test reports. All test reports must be accepted by the end-user.
10. Turnover to end user upon completion.

Electrical Works

All electrical works shall include but are not limited to the following items of work. The contractor shall include electrical works not stated above but are required and necessary for the intent and completion of this project.

1. Mobilization
2. Coordination with MIAA Engineers.
3. Supply and installation of electrical conduits and boxes for proposed lighting, proposed convenience outlets and ACU Outlets.
4. Supply and installation of feeders, conductors and appropriate conduits.
5. Supply and installation of electrical wirings for the proposed lighting and power circuit.
6. Supply and installation of lighting fixtures and wiring devices (switches, convenience outlets and ACU Outlets).
7. Supply and installation of Panel Boards
8. Termination of circuits homerun and feeder homerun to panel boards and circuit breakers.
9. Testing and commissioning
10. Housekeeping and demobilization.
11. Turnover of waste material at MIAA PMD

IV. QUALIFICATION OF CONTRACTOR

Qualification of contractors/suppliers shall be subject to the following requirements:

1. Must have a PCAB license category:
 - a. Principal Classification and Category: General Building C&D
 - b. Registration Particulars: Small B (Building)
 - c. Specialty: Airconditioning and Electrical Work
2. Prospective bidders shall have completed at least one (1) project similar in scope and nature with a contract price not less than 50% of the Approved Budget for the Contract (ABC) within the last five (5) years.
3. Similar projects shall be referred to: General Construction
4. The brands being offered must be in the Philippine Market, with an established local distributor for split type air conditioning.
5. The contractor shall provide certification, warranting 10-year availability of spare parts for the supplied equipment brand and model for Split Type Airconditioning Unit.

V. GENERAL NOTES

1. Prospective bidders are encouraged to visit the site to gain full knowledge of the existing condition and ensure that no incompatibility and restrictions will prevent the work from being carried out correctly according to plans and specifications. The bidder/s also acknowledge and submit to the correctness of the Bill of Materials prepared and

submitted by the end users as basis for the Approved Budget for the Contract.

2. Any additional works, materials, tools and equipment not specified in the Technical Specifications not included in the list of Bill of Materials but not found necessary for the satisfactory completion of the project shall be for the account of the contractor with no additional cost to MIAA
3. The contractor shall conduct a daily toolbox meeting to inform and update MIAA projects engineers on any development and progress of the project.
4. The contractor shall be solely liable for any untoward incident resulting to damages to properties and shall be replace/restore to its original form and integrity, and any form of safety and security requirements of the Authority are complied.
5. All electrical works must be in accordance with the standards and safety under the Philippine Electrical Code.
6. The contractor shall submit As-Built Plan.
7. Samples are to be submitted for all materials listed in the Bill of Materials for verification and approval.
8. Submission of waste material at MIAA PMD.

VI. GUIDELINES

The contractor/supplier shall establish a complete quality control program to adhere with the following requirements, while carrying out its functions and responsibilities during the implementation of the contractor/supplier services.

A. Quality Assurance

The contractor/supplier shall establish a system of control program to assure that the requirements of the contract are provided as specified. One copy of the supplier's quality control program shall be submitted to the Authority prior to the start of the contracted services. An updated copy must be provided as changes occur. The program shall include at least the following:

- a. An inspection system, covering all the services to be performed under the contract. This must specify areas to be inspected on either a scheduled or unscheduled basis of such personnel who will perform the inspection.
- b. A method for identifying deficiencies in the quality of services rendered before the level of performance becomes unacceptable.
- c. MIAA's representative shall monitor the supplier's performance under the contract.

B. Safety and Security Measures

The contractor/supplier shall adhere to all standard measures and requirements stipulated by the MIAA and shall, under no circumstances, violate standard rules and regulations.

- a. The contractor/supplier and its employees shall comply, at all times, with all security and safety requirements imposed by MIAA while within the project site.

C. Facilities and Service Utilities

MIAA shall provide space, without cost to the contractor/supplier for its field office, storage and quarter facilities excluding service utilities.

- a. The contractor/supplier shall not make any alteration to the space provided except with the permission of the MIAA.
- b. Follow rules and regulations on proper use of MIAA property/space.

VII. WARRANTY

Civil Works

A warranty of one (1) year upon completion of the project for workmanship and materials shall be required. The procuring entity shall notify the contractor in writing of any claims arising under this warranty clause and shall be repaired, restored or replaced without additional cost to the Authority.

Mechanical Works

Five (5) years warranty on compressor and one (1) year warranty on all supplied materials, equipment, and workmanship starting from the date of acceptance by the end user. Warranty shall include labor and other expenses necessary for the remedial or replacement of defective equipment and system components.

Electrical Works

The contractor shall guarantee electrical works are free from grounds and all form of defective workmanship and materials and a warranty will remain so far for a period of one (1) year from the date of acceptance.

VIII. PAYMENT SCHEDULE

The contractor is allowed for a 15% mobilization and monthly progress payment of the in-place items.

IX. DURATION

The project shall be completed within Sixty (60) Calendar Days inclusive of manufacturing, shipping, dismantling, installation, testing and commissioning.

Prepared by:

Submitted by


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Manila International Airport Authority

X. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) 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**
- (c) 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**
- (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) 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**
- (f) Project Requirements, which shall include the following:
- a. Organizational chart for the contract to be bid;
- b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Documents

- (i) 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

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

Other documentary requirements under RA No. 9184

- (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (l) 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**
- (m) Cash Flow by Quarter.



PENOV

UNGE