

BIDS AND AWARDS COMMITTEE

Section I. Invitation to Bid

Supply of Labor and Materials for the Replacement of Washed-Out Pebbles to Stamped Concrete on Sidewalk

The Philippine International Convention Center, through the 2018 Approved Budget intends to apply the sum of Two Million Four Hundred Ninety-Two Thousand Seven Hundred Eighty-Five Pesos and Forty-Two Centavos (P2,492,785.42), VAT Inclusive, being the total Approved Budget for the Contract (ABC) of the aforesaid requirement. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The PICC now invites bids for procurement of the abovementioned requirement. Completion of the Works is within sixty (60) calendar days. Bidders should have completed, a contract similar to the project within the last five (5) years and have key personnel and equipment for the prosecution of the contract. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.

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 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act."

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy-five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

Interested bidders may obtain further information from PICC-BAC and inspect the Bidding Documents at the address given below from 8:00 am to 5:00 pm.

A complete set of Bid Documents may be acquired by interested bidders from February 11, 2019 to 10:00 a.m. of March 5, 2019, at the address stated below upon payment of the applicable fee, pursuant to the latest Guidelines issued by the GPPB, in the amount of THREE THOUSAND PESOS (P3,000.00). It may also be downloaded free of charge, from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and at the PICC website, https://www.picc.gov.ph, provided that participating Bidders shall pay the applicable fee for the Bidding Documents, not later than the submission of their bids.

The PICC-BAC will hold a Pre-Bid Conference on February 19, 2019 at 10:00 a.m., at the PICC BAC Conference Room, Ground Floor, Delegation Building, which shall be open to prospective bidders. Bids must be duly received by the BAC Secretariat at the address specified below on or before 10:00 am. of March 5, 2019. Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be conducted on March 5, 2019, at 10:00 a.m. at the PICC BAC Conference Room, Ground Floor, Delegation Building, PICC. Bids will be opened in the presence of the bidders' representatives who choose to attend. Late bids shall not be accepted.

In case the Pre-bid Conference, the deadline for the submission of Bid Documents and the opening of bids fall on a non-working day, legal holiday or special non-working holiday, the activity involved shall be moved to 2:00 p.m. of the next working day.

The PICC 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

BIDS AND AWARDS COMMITTEE (BAC)
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, 1307 Pasay City
7894758, 7894759 and 7894760
Telefax No. 7894761

MELPIN A. GONZAGA

PHILIPPINE INTERNATIONAL CONVENTION CENTER PICC COMPLEX 1307 PASAY CITY



SUPPLY OF LABOR AND MATERIALS FOR THE REPLACEMENT OF WASHED-OUT PEBBLES TO STAMPED CONCRETE ON SIDEWALK

ABC: TWO MILLION FOUR HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED EIGHTY-FIVE PESOS AND FORTY-TWO CENTAVOS (P2,492,785.42)

Reference:

- TSD BSD19-001
- APP#18-112

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Section III. Bid Data Sheet

Section III - Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <i>PHILIPPINE INTERNATIONAL CONVENTION CENTER</i> .
	The name of the Contract is SUPPLY OF LABOR AND MATERIALS FOR THE REPLACEMENT OF WASHED-OUT PEBBLES TO CONCRETE STAMPED ON SIDEWALK.
2	The Funding Source is: PICC Approved Budget for CY 2018
	The name of the Project is SUPPLY OF LABOR AND MATERIALS FOR THE REPLACEMENT OF WASHED-OUT PEBBLES TO CONCRETE STAMPED ON SIDEWALK.
3.1	No further instructions.
5.1	Must have a PCAB license — with Principal Classification in General Engineering/Building at least Category "C".
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4(a)	No further instructions.
5.4(b)	For this purpose, similar contracts shall refer to horizontal construction within the last five (5) years from the deadline of submission and opening of bids
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on February 19, 2019, 10:00 a.m. at BAC Conference Room, G/F, Delegation Building.
10.1	The Procuring Entity's address is:
	Philippine International Convention Center PICC Complex, 1307 Pasay City
	For this purpose, the contact person is:
	Engr. Alberto C. Gonzales Asst. Director, BSD-TSD Tel.NO. 789-4789 loc. 7044
10.4	No further instructions.
12.1(a)(i)	Valid and current PhilGEPS Registration – Platinum membership
12.1(a) (ii)	Duly signed Statement of all Ongoing Government & Private Construction Contracts including contracts awarded but not yet started
	2. Duly signed statement of the Single Largest Completed Contract (SLCC)

12.1(a)(iii)		and registration for the type rovide a JV license issued b	and cost of the contract for by PCAB.
·		ion for this project is with Building at least Category "	Principal Classification in C".
12.1(b)(ii.2)	The minimum work following:	experience requirements	for key personnel are the
	Key Personnel	General Experience	Relevant Experience
	Project Engineer: Civil Engineer or Architect	at least 5-years of experience in horizontal construction in road, highways and pavement	Must have managed/ supervised a completed project involving works as described above with contract amount of at least 50% of the ABC
12.1(b)(iii.3)	The minimum major	equipment requirements are	the following:
	Item Number of No. units required 1 One (1) unit 2 One (1) unit 3 Four (4) units	One (1)- Bagger mixer Heavy duty concrete cut	of Equipment
13.1		Lowest Complying Bidder	ication and inspection at the during the post-qualification
			44
13.1(b)	Quantities;	onent shan be sublimited	together with the Bill of
13.2(b)	THOUSAND SEVENTAVOS (N HUNDRED EIGHTY-FI	UNDRED NINETY-TWO VE PESOS AND FORTY- with a financial component
14.2	No further instruction	is.	
15.4	No further instruction	1.	
16.1	The bid prices shall b	e quoted in Philippine Peso	S.
16.3	No further instruction	os.	
17.1	Bids will be valid un date of opening of bid	- ,	20) calendar days from the
18.1	The bid security shall the following forms a		curing Declaration or any of
	1		if bid security is in cash, ntee or irrevocable letter of
	2. The amount of no	t less than P124,639.27, if b	id security is in Surety Bond.

18.2	The bid security shall be valid until One Hundred Twenty (120) calendar days from the date of submission and opening of bids.
20.3	Each Bidder shall submit <i>One</i> (1) original and two (2) copies of the first and second components of its bid.
21	The address for submission of bids:
	PHILIPPINE INTERNATIONAL CONVENTION CENTER PICC-BAC SECRETARIAT OFFICE Ground Floor, Delegation Building
	The deadline for submission of bids is March 5, 2019 at 10:00 a.m
24.1	The place of bid opening:
	PICC-BAC CONFERENCE ROOM Ground Floor, Delegation Building
	The date and time of bid opening is March 5, 2019 at 10:00 a.m.
24.2	No further instructions.
24.3	No further instructions.
27.3	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
27.4	No further instructions.
28.2	Post-Qualification Documents:
·	Within a non-extendible period of five (5) calendar days from receipt of the notice from the BAC that it submitted the Lowest Calculated Bid, The Bidder shall submit the following;
	1. 2017 Income and Business Tax returns filed and paid through Electronic Filing and Payment System (eFPS).
	2. Sections III and V of the Bid Documents, signed on each and every page by the bidder's authorized representative;
	3. Company profile with organizational chart and sketch of office location;
	4. Resume of the Project Engineer who will be assigned to the project.
	5. List of authorized representatives who will represent, execute, attend and transact pertaining to the project in behalf/in the absence of the Contractor (Owner);
	6. List of completed horizontal construction within the last three (3) years with contact person and telephone numbers;
	7. List of the major equipment, proof of ownership/certificate to procure/lease contract of such equipment;

	 8. Certification from PICC Building Services Division that the participating bidder has conducted inspection of the subject requirements; and 9. Certificate of Satisfactory Completion and Acceptance of previous PICC projects undertaken within the last five (5) years, if any.
31.4(f)	The following documents shall be submitted, together with the Performance Bond, within ten (10) calendar days after the receipt of the Notice of Award. Such documents shall form part of the contract; 1. Construction Schedule and S-curve; 2. Construction Method; 3. Construction Safety and Health Program; and 4. PERT/CPM.
32.2	The performance security shall be in the following amount: 1.The amount of (10% of the total contract amount), if performance security is in cash, cashier's/manager's check or bank draft/guarantee issued by a Universal or Commercial Bank; 2.The amount of (30% of the total contract amount), if performance security is in Surety Bond duly certified by the Insurance Commission as authorized to issue such security.



Section V. Special Conditions of Contract

Section V- Special Conditions of Contract

GCC Clause	
1.17	The schedule of Completion is within SIXTY (60) CALENDAR DAYS reckoned seven (7) calendar days after the receipt of the Notice to Proceed.
1.22	The Procuring Entity is:
	PHILIPPINE INTERNATIONAL CONVENTION CENTER PICC Complex, 1307 Pasay City
1.23	The Procuring Entity's Representative is:
	ENGR. ALBERTO C. GONZALES Asst. Director, BSD-TSD
1.24	The Site is located at (1) Delegation Driveway and (2) from Gate 3 to Secretariat Driveway to corner of Florentino St., PICC Complex, Pasay City
1.28	The Start Date is the 7 th calendar day after the date of receipt of the Notice to Proceed.
1.31	The Works consist of furnishing of all labor, materials, equipment and other incidental necessary or convenient to the complete execution for the Replacement of Washed-Out Pebbles to Stamped Concrete on Sidewalk.
5.1	The PICC shall give possession of all parts of the Site to the Contractor beginning on the date of effectivity of contract until the date of its termination and/or project completion.
6.5	The Contractor shall employ the following Key Personnel:
	[List key personnel by name and designation]
	NOTE: The names of the Key Personnel and their designation shall be filled out by winning contractor prior to contract signing.
7.4(c)	No further instructions.
7.7	No further instructions.
8.1	Subcontracting is not allowed.
10	NONE
12.3	No further instructions.
12.5	Warranty:
	One (1) year from project completion.

	The warranty against Structural Defects/Fails on force majeure, shall cover the period for from the date of issuance of the Certificate Technical Services Department.	fifteen (15) years reckoned
12.6	The Contractor shall be required to put up a w of cash, bank guarantee, letter of credit, GSIS demand, in accordance with the following sci	or surety bond callable on
	Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
	(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent (5%)
	(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent (10%)
	(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)
	The warranty security shall be effective for eissuance of the Certificate of Final Acceptant	* * * *
13	No additional provision.	
18.3(h)(i)	No further instructions.	
21.2	The Arbiter is: Construction Industry Arbitration Commission	on
29.1	No day works are applicable to the contract.	
31.1	The Contractor shall submit the Program Representative within seven (7) calendar day of Award.	
31.3	The period between Program of Work update	s is thirty (30) calendar days.
34.3	The Funding Source is the 2018 Approved P.	ICC Budget.

39.1 The amount of the advance payment is fifteen percent (15%) of the Contract Price in lump sum. Advance payment shall be released, within fifteen (15) calendar days, only upon submission to and acceptance of a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by PICC. 40.1 **Payment** 1. Payment to be made shall be in three (3) schedules. 1.1 First payment shall be equivalent to at least twenty percent (20%) of the work that has been accomplished as certified by the end-user. Payment shall only be processed upon submission of the following: Letter request of the CONTRACTOR for the release of payment for work accomplished. Joint inspection inventory report of the CONTRACTOR and PICC's Representative on the condition of the adjoining area; and existing utilities prior to commencement of works. Breakdown of work accomplished as validated and certified by PICC's representative.

- Photographs of work accomplished.
- Key plan highlighting work accomplished.
- Invoice
- 1.2 Second payment shall be equivalent to at least seventy percent (70%) of the work that has been accomplished (Accomplishment Last Period (20%) + Accomplishment This Period (50%).

Payment shall only be processed upon submission of the following:

- Letter request of the CONTRACTOR for the release of payment for work accomplished.
- Breakdown of work accomplished as validated and certified by PICC's representative.
- Photographs of work accomplished.
- Key plan highlighting work accomplished during the last period and accomplishment for the requested period.
- Invoice
- Final payment shall be equivalent to at least thirty percent (30%) of the work accomplished made after full accomplishment of the project cost. Payment shall be processed upon submission of the following:
 - Letter request of the CONTRACTOR for the release of payment for work accomplished.

- Breakdown of work accomplished as validated and certified by PICC's representative.
- Photographs of work accomplished.
- Key plan highlighting work accomplished during the last period and accomplishment for the requested period.
- Joint inspection inventory report of the CONTRACTOR and PICC's Representative on the condition of the adjoining area; and existing utilities prior to commencement of works.
- Certificate of Completion
- As-Built Plan in a soft and hard copy. The hard copy shall be in A3 bond size, three (3) copies signed by the CONTRACTOR and PICC authorized representative.
- Invoice
- 2. Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 3. Payments are subject to retention of ten percent (10%) referred to as the "retention money". It shall be due for release upon final acceptance of the works, which is one (1) year from project completion. The CONTRACTOR, may, however, request the substitution of the retention money with a special bank guarantee of amounts equivalent to the retention money substituted for and acceptable to Government. These should be posted in favor to PICC and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third part liabilities.
- 4 PICC shall pay the CONTRACTOR the amounts certified by PICC's Representative within thirty (30) calendar days from the date request for payment was received. No payment interest shall be made for the delayed payments and adjustments.

51.1 Approved "as built" drawings shall be attached to the final billing.

Section VI. Specifications

PROJECT: SUPPLY OF LABOR AND MATERIALS FOR REPLACEMENT OF WASHED-OUT PEBBLES TO STAMPED CONCRETE ON THE SIDEWALK

LOCATION:

- (1) Delegation Driveway
- (2) From Gate 3 to Secretariat Driveway to corner of Florentino St.

I. GENERAL SCOPE OF WORKS

The works shall be supply of all materials, labor, tools, equipment and other services incidental necessary for the replacement of washed-out pebbles to stamped concrete on the sidewalk of the following areas:

- (1) Delegation Driveway
- (2) From Gate 3 to Secretariat Driveway to corner of Florentino St.

The following features of the work shall be performed, but not limited to the following:

- 1.0 General Requirements and Preliminaries
 - 1.1 Mobilization

Manpower, tools, equipment and temporary warehouse.

- 1.2 Securing of Surety, Performance and Guarantee Bonds.
- 1.3 Health and Safety requirements
 - a. Personal Protective Equipment (PPE) for workers
 - b. Installation of 2 safety signage, same as the PICC standard signage, 22" x 32".
- 1.4 Demobilization

Manpower, tools, equipment, temporary warehouse, including hauling-out of construction debris.

- 2.0 Site Preparation
 - 2.1 Demolition of existing washed-out pebbles.
 - 2.1.1. Along Delegation Driveway (W = ± 2.0 m; L = ± 285 m)
 - 2.1.2 Along Florentino St. and Secretariat Driveway: $(W = \pm 2.0m; L = \pm 595m)$
- 3.0 Repair of washed-out pebbles along Delegation driveway with an area of 114 square meters.
- 4.0 Replacement of washed-out pebbles to stamped concrete
 - 4.1 Along Delegation Driveway (W = ± 2.0 m; L = ± 285 m)
 - 4.2 Along Florentino St. and Secretariat Driveway: $(W = \pm 2.0 \text{m}; L = \pm 595 \text{m})$
- 5.0 Removal and restoration of existing damaged concrete gutters
 - 5.1 Along Delegation Driveway (W = ± 2.0 m; L = ± 285 m)
 - 5.2 Along Florentino St. and Secretariat Driveway: (W = ± 2.0 m; L = ± 595 m)
- 6.0 Restoration of affected structures.
- 7.0 Cleaning and hauling of debris.



II. GENERAL CONDITIONS:

A. Interpretation

- The Contract Documents, Specifications and Drawings are mutually complimentary.
 What is noted in one although not shown in other shall be considered contained in
 all, in case of conflict. The Specifications shall prevail over the Drawings. The
 documents forming the Contract shall be interpreted in the following order of priority:
 - Contract/Construction Agreement and its attachments;
 - 3. Contractor's Bid;
 - 4. Special Conditions of the Contract;
 - 5. Specifications;
 - 6. Drawings;
 - 7. Bill of Quantities; and
 - 8. Any other document listed in the Special Conditions of the Contract as forming part of the Contract.

The CONTRACTOR shall examine all the issued documents relating to the work and must have verified all the existing conditions at the site. No consideration will be given for any alleged misunderstanding or misinterpretation of the specifications and materials to be used or work to be done.

B. Possession of Site.

- The CONTRACTOR admits that he has inspected the site where the work will be performed; that he has informed himself fully as to the conditions which might affect the nature, extent and cost of the work required; that PICC shall in no way responsible or any costs or expenses which may develop on account of failure of the CONTRACTOR to make accurate examination of present or future factors that may affect the cost of execution.
- 2. Tapping of equipment and other related works shall be properly coordinated with PICC's Representative for provision of electrical power source of outlet and assistance.

The PICC shall designate a specific area to be used by the CONTRACTOR as temporary facilities/storage area/administration area in connection with the project. The CONTRACTOR must submit layout of the mentioned temporary facilities and must be approved by the PICC Management before construction.

The PICC shall allow the CONTRACTOR to tap from the existing water connections to be used. For this purpose, the PICC shall install a sub-meter which was provided by the CONTRACTOR for water consumptions and shall be billed accordingly to the total cubic meter utilized.

B. Contractor's Obligation

- The above mentioned features of the work do not, in any way limit the responsibilities
 of the contractor to the general description of the work. The CONTRACTOR shall
 perform all works fully to the intent of replacement of washed-out pebbles to
 stamped concrete on sidewalk at the various areas of PICC.
- 2. A joint inspection must be conducted in between the Contractor and PICC's Representative, on the specific works to be done on the replacement of washed-out pebbles to stamped concrete on sidewalk at the various areas of PICC.
- 3. The CONTRACTOR is required to inspect and examine the site and the surroundings of the proposed project to arrive at an estimate of the labor, materials, equipment, facilities and services necessary to carry out the works



- 4. The CONTRACTOR shall submit sample of materials and MSDS of all materials for approval prior to any works to be started / installed.
- 5. The CONTRACTOR shall commence execution of the works on the Start Date and shall carry out the works in accordance with the program of work submitted by the CONTRACTOR, as updated with the approval of PICC's Representative and complete them by the intended completion date.
- 6. The CONTRACTOR shall provide all supervision, labor, materials, plant and Contractor's equipment, which may be required.
- 7. The CONTRACTOR shall be liable to all fire and accident claims and other related claims arising from the injuries and damages, which occurred in the vicinity.
- 8. The CONTRACTOR shall free the PICC and its personnel from and against all liability for damages arising from injuries or liabilities to persons or damages to property by any act of omissions of the contractor including any and all expenses which may be incurred by PICC and its personnel in the defense of any claim, action or suit.
- 9. Any work that may affect the operation, security and image of the Center shall be coordinated properly to PICC's Representative and shall be done in accordance with the Center's approved schedule.
- 10. Cost of rework and restoration or replacement of all damaged properties due to CONTRACTOR'S poor workmanship or negligence shall be borne by the Contractor.
- 11. The CONTRACTOR must submit list of personnel assigned to the project including their NBI/Police/Barangay clearances before commencing the above scope of works.
- 12. The Contractor shall provide a portable toilet (portalet) to be used by workers.
- 13. The Contractor shall provide materials needed for the covering of materials, including PICC materials / items underneath the waterproofing works area such as plastic sheets, etc.

C. Workmanship

The work throughout shall be executed in the best and most thorough manner to the satisfaction of PICC and its Engineers/Architect and supervisors who will jointly interpret the meaning of the scope of work and its conditions and shall have the power to reject any work, method of accomplishing every part of work and material used which in their judgment are not in full accordance therewith and are disadvantageous to PICC.

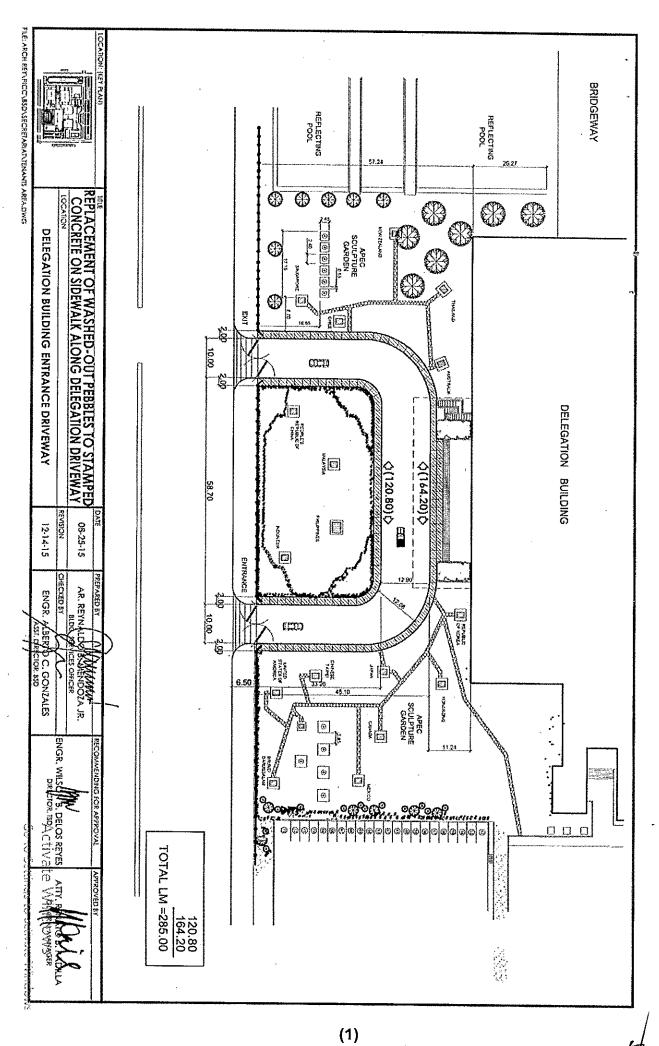
D. Liquidated Damages

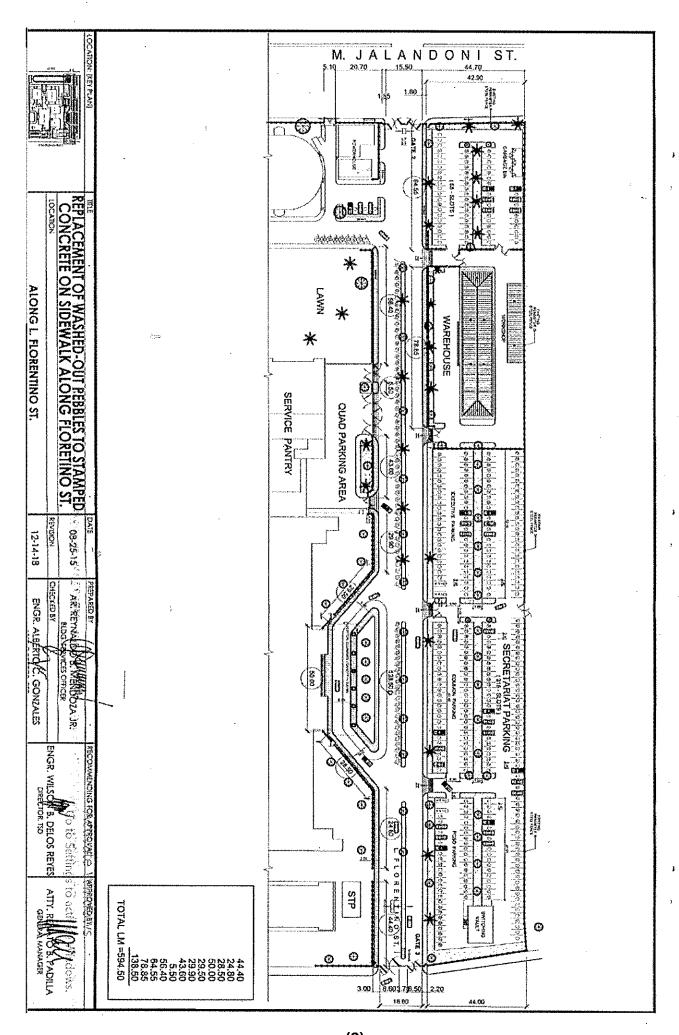
In case of delay in the completion period inclusive of duly granted time extensions, if any, the Contractor shall be liable for damages and shall pay the PICC for liquidated damages in an amount equivalent to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed services for every day of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the procuring entity shall rescind the award without prejudice to other courses of action and remedies open to it.

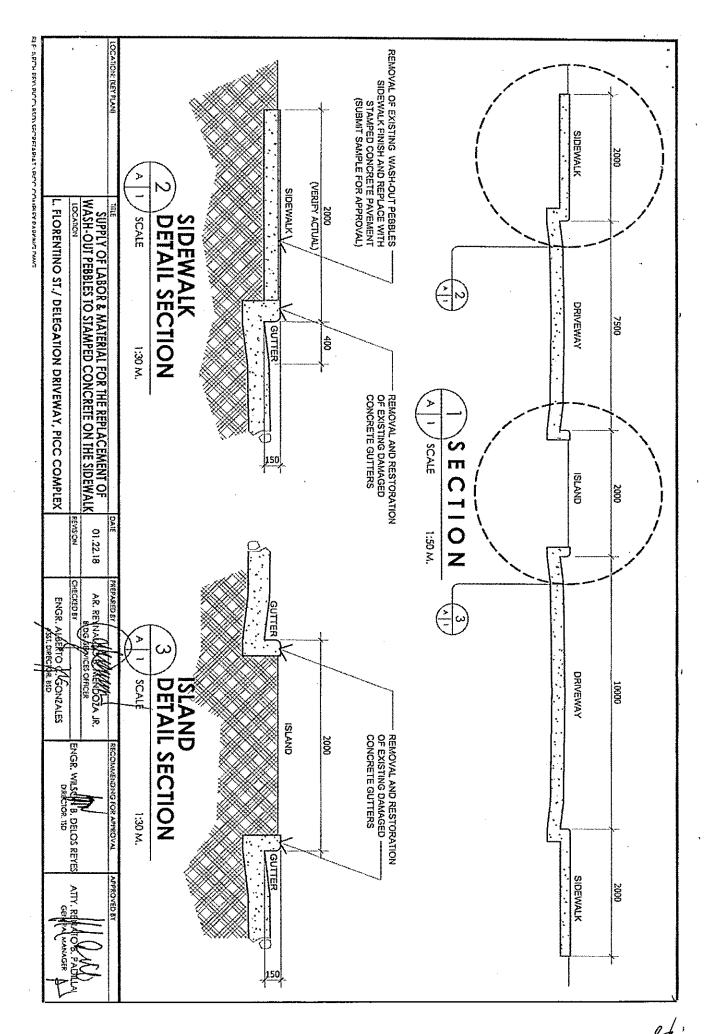


Section VII. Drawings

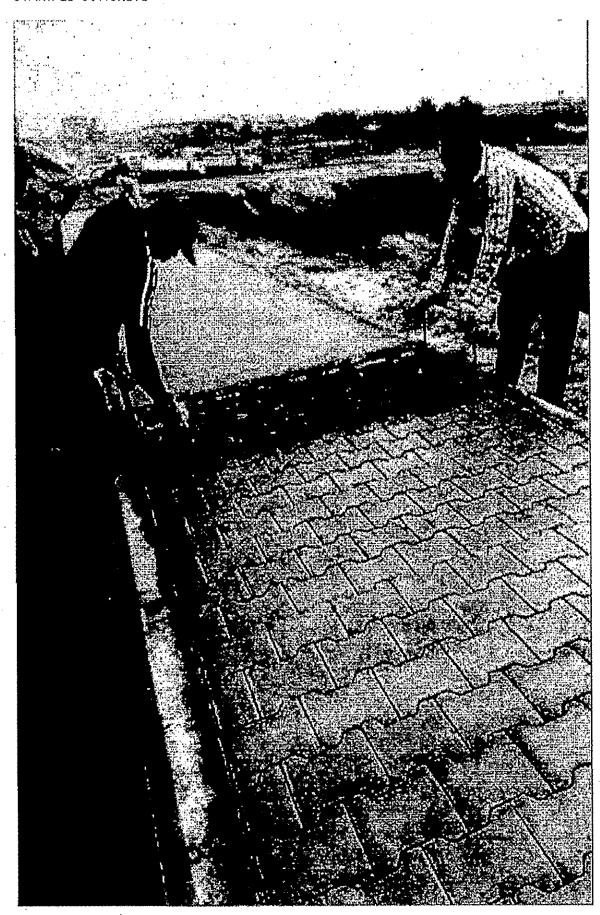




(2)



STAMPED CONCRETE



Section VIII. Bill of Quantities

PROJECT: Supply of Labor and Materials for the Replacement of Wash-out Pebbles to Stamped Concrete on Side Walks

Bill of Quantities

Item No.	Description of Works	Quantity	Unit	Unit Cost (VAT inclusive)	Total
1.0	Preliminaries				*11
	Mobilization	1.00	lot		
	Health and Safety Requirements	1.00	lot		
	Demobilization	1.00	lot		
	Sub-total for Item 1				
2.0	Demolition & Housing				
a.	Along Delegation Driveway	456.00	sq.m.		
b.	Along Florentino St. and Secretariat driveway	1,189.00	sq.m.		
	Sub-total for Item 2				
3.0	Construction				
3.1	Construction of sidewalk				
a.	Along Delegation Driveway				
	Repair of Wash-out pebbles	114.00	sq.m.		
	Replacement of wash-out pebbles to stamped concrete	456.00	sq.m.		
b.	Along Florentino St. and Secretariat driveway	1,189.00	sq.m.		
3.2	Repair of Concrete Gutter	·			
a.	Along Delegation Driveway (with paint)	284.48	m.		
b.	Along Florentino St. and Secretariat driveway (with paint	594.00	m.		
	Sub-total for Item 3				
			TOTAL 0 Γinclusiv		

Prepared by:	•
	Printed name over signature
	Designation



Section IX. Bidding Forms

Bid Form

Date:
To: PHILIPPINE INTERNATIONAL CONVENTION CENTER
Address: PICC Complex 1307 Pasay City
We, the undersigned, declare that:
(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract SUPPLY OF LABOR AND MATERIALS FOR THE REPLACEMENT OF WASHED-OUT PEBBLES TO CONCRETE STAMPED TO SIDEWALK;
(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;
The total price of our Bid is:
Amount in Words:
(P), VAT Inclusive.

- (c) Our Bid shall be valid for a period of 120 calendar days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) 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;
- (e) Our firm, or suppliers for any part of the Contract, have nationalities from the following eligible countries: [insert information];
- (f) 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;
- (g) Our firm, its affiliates or subsidiaries, or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) 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
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) 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 Supply of Labor and Materials for the Replacement of Washed-Out Pebbles to Concrete Stamped to Sidewalk of the Philippine International Convention Center.

	•	
Name:		
In the capacity of:		·
Signed:		
Duly authorized to sign the Bid for and on behalf of:		
Date:		

of Quantities, shall be a ground for the rejection of our bid.

(l) Attached to the Bid is the Bill of Quantities.

(k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill

Jeb.

PHILIPPINE INTERNATIONAL CONVENTION CENTER BIDS AND AWARDS COMMITTEE

CHECKLIST OF REQUIREMENTS

SUPPLY OF LABOR AND MATERIALS FOR THE REPLACEMENT OF WASHED-OUT PEBBLES TO CONCRETE STAMPED TO SIDEWALK

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first envelope shall contain the technical component of the bid including the eligibility requirements and the second shall contain the financial component of the bid.

I. FIRST ENVELOPE: ELIGIBILITY AND TECHNICAL COMPONENTS;

A. ELIGIBILITY DOCUMENTS:

- 1. Certified photocopy of the valid and current PhilGEPS Certificate of Registration Platinum Membership. The certificate shall be submitted together with Annex "A".
 - If any document mentioned in Annex "A" has expired, the new document should be submitted. In case of a recently expired Mayor's/Business permit, such shall be accepted together with the official receipt as proof that it has applied for a renewal, however the renewed permit shall be submitted as a post-qualification requirement.
- 2. Statement of all on-going 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 (ANNEX "A");
- 3. Statement of the Single Largest Completed Contract (SLCC) similar to the contract to be bid, entered into within the last five (5) years from the date of submission and opening of bids, and whose value must be at least fifty percent (50%) of the ABC. (ANNEX "B") Attach the following:
 - a. Certified photocopy of the SLCC; and
 - b. Certificate of Final Acceptance issued by the Owner or the Constructors Performance Evaluation System (CPES) Final Rating, showing at least a "Satisfactory" rating.
- 4. Net Financial Contracting Capacity (NFCC): (ANNEX "C")

Computation of NFCC must be at least equal to the ABC to be bid, calculated as follows;

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

or a committed Line of Credit from Universal or Commercial Bank, in lieu of its NFCC Computation. The committed Line of Credit must be at least equal to ten percent (10%) of the ABC to be bid.

B. TECHNICAL COMPONENT:

- 1. Bid Security:
 - Notarized Bid Securing Declaration (ANNEX "D"); or

ph find

- Cash or Manager's Check / Cashier's check issued by a Universal or Commercial Bank in the amount of not less than 2% of the ABC; or
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank in the amount of not less than 2% of the ABC; or
- Surety Bond, callable upon demand, issued by a private insurance company
 with attached Certification issued by the Office of the Insurance Commission
 that said insurance company is authorized to issue such surety, in the amount of
 not less than 5% of the ABC.
- 2. Sections VI Schedule of requirements and VII- Technical Specifications of the Bidding Documents, fully accomplished;
- 3. Notarized Omnibus Sworn Statement (ANNEX "E") with attached;
 - a. For Corporations, the duly notarized Secretary's Certificate; or
 - b. For Sole Proprietorship, the notarized Special Power of Attorney.

II. <u>SECOND ENVELOPE: FINANCIAL COMPONENT OF THE BID</u> (BID PROPOSAL FORMS)

1. Financial Bid Form (Section VIII of the Bidding Documents) with the Bill of Quantities.

Note:

To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the above-mentioned checklist when placed in an Envelope, with documents tabbed and labeled accordingly. See also Annex "F" for guidance.

				AND			. y a - manager	ANNEX "A"
LIST OF ALL ON-GOING	G GOVERNMENT & I	LIST OF ALL ON-GOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED	CLUDING CON	ITRACTS /	AWARDED BUT NO	T YET STA	RTED	
Business Name:			A A CONTAINANT PROPERTY OF THE	Accessory, Accessing to a control of the control of				
Business Address:			Actor with rest for				often onto of a	
er den enter e	NV 100 100 100 100 100 100 100 100 100 10		. 6.60s. p. Von		2.000,000			a a contraction
Name of Project / Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role	Role	a. Date Awarded b. Date Started c. Date Completion	% of Accomplishment	of ishment	Value of Outstanding Works / Undelivered Portion
		: : :	Description	%		Planned	Actual ·	
Government:								
Private:								
					AND	Control of the state of the sta		A CONTRACTOR OF THE PROPERTY O
Andrew Andrews and the Andrews		volumbos formatoris estado estados addicados addicados destados destados destados partidos destados estados estados destados estados destados de tenderados destados de tenderados de te		Avandara A vanada da oo kala nada oo aada da d	e de la companya de l		remandos variantes o constituidos de director de destidades de Vallencia de Constituidos de Constituid	A MALE A MALE A MALE AND A MALE AND A PROPERTY OF A MALE A MALE A MALE AND A MALE A MA
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Demonstration of the state of t	walk accommonstrate properties to the fact to a basis to the accommonstrate properties and the company to the company of the c	(Printed Name & Signature)	And the second of the second o				-	and relative to humanises and deleted that is when the water and which their thanks the property of property in companions and
Designation:							2	eferences de commercia de des commercias des descripción como contrato de combinar de commercia, cidad de defenda
Date:		7		v amon vlav i lerendenaster somen voormeroo	Signature of the state of the s	DANA, MINNA, YA A SI WAA WARNA WARNA WAT A YA Y	aportorenances a varia verta vente a Authorita de Authorita de	TO ANY TO

				ANNEX "B"
	SINIC	SINGLE LARGEST COMPLETED CO	D CONTRACT	
enen meneralen en e	JHM	WHICH IS SIMILAR TO THE CONTRACT	RACT TO BE BID	
Business Name:				en en managaden en de la Majayyerrine — en des weken de en de en de en de kanden en en en da de de de en en en
Business Address:				
Namontont	a. Owner' Name	Nature of Item/Service	a. Amount of Award	a. Date Awarded
Naille of Colludet	c. Telephone Nos.	INDICATE OF FEETINGS	c. Duration	c. Date Completed
	akida yakida kida kabama kida makama			
	en ekkele de deke er er er de er			
Note: This statement shall be supported with:	be supported with:			enement fanakstyk hald hald en frijer jennem fanken en e
1. Contract	A VIII EEN ALVAN VAN VAN VAN VAN VAN VAN VAN VAN VAN		and the second s	
2, Certificate o	if Final Acceptance issued by the	Certificate of Final Acceptance issued by the owner or the Constructors Perform	erformance Evaluation System (CPES)	CPES)
Final rating s	Final rating showing at least a "Satisfactory"	y" rating.		
Note: The Single Largest Co	ompleted Contract shall be con	npleted within the last five (5) y	Note: The Single Largest Completed Contract shall be completed within the last five (5) years from the date of submission and receipt of bids	and receipt of bids,
that is similar to the	contract to be bid, the amoun	that is similar to the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC	percent (50%) of the ABC.	ALAKAT (T) TYTT ST ARVERS MARKAMARKAMARKAMARKA LIMBER MARKAMARKA (T) (T) TYR ARVER WARRAN
Submitted by:				
	Printed Na	(Printed Name & Signature)	TO THE TOTAL THE STATE AND THE STATE OF THE	end a remains a mark of the West of the West States of the
Designation:			And the state of t	
Date:				

Name of the Project: SUPPLY OF LABOR AND MATERIALS FOR THE REPLACEMENT OF WASHED-OUT PEBBLES TO CONCRETE STAMPED TO SIDEWALK

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	!
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	
7	Value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:
NFCC = [(Current assets minus current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.
NFCC = P
The values of the bidder's current assets and current liabilities shall be based on the data submitted to th BIR.
or
A committed Line of Credit, in an amount to at least ten percent (10%) of the ABC, issued by a Universal of Commercial Bank.
Submitted by:
Name of Supplier / Distributor / Manufacturer
Signature of Authorized Representative
Date:

Note:

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

BID SECURING DECLARATION FORM

REPUBLIC	C OF THE PHILIPPINES) S.S.
	x
	BID SECURING DECLARATION Invitation to Bid: [Insert Reference number]
To: [Insert i	name and address of the Procuring Entity]
I/We ¹ , the u	indersigned, 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 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 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 the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.
	VITNESS WHEREOF, I/We have hereunto set my/our hand/s this day of [month] lace of execution].

 $^{{\}it l}$ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

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]
Doc. No
Page No
Book No
Series of

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], 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;
- 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.

IN		WHEREOF, ilippines.	I have	hereunto	set my	y hand	this _	_ day	of _	, 20) at
	•			Bidde	r's Repi	resentat	tive/Au	horize	d Sig	natory	

	efore me this day of [month] [year] at [place of
2 22	onally known to me and was/were identified by me
	efined in the 2004 Rules on Notarial Practice (A.M.
	his/her [insert type of government identification card
<u> </u>	e appearing thereon, with no and his/her
Community Tax Certificate Noissu	ued on at
Witness my hand and seal this da	y 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]
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Book No	
Series of	