

**PHILIPPINE BIDDING DOCUMENTS**

# **Rehabilitation of Terminal Building at San Jose Airport**

Government of the Republic of the Philippines

**A3-POI-02-2025**

**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 contracts, 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 projects or consulting services. A Procurement Project shall be described,

detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.



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



## Invitation to Bid for Rehabilitation of Terminal Building at San Jose Airport A3-POI-02-2025

1. The *Civil Aviation Authority of the Philippines Area Center III*, through the CAAP Corporate Operating Budget COB 2025 intends to apply the sum of **Three Million Four Hundred Ninety-Nine Thousand Nine Hundred Fifty and 59/100 (P3,499,950.59)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Rehabilitation of Terminal Building at San Jose Airport (A3-POI-02-2025)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Civil Aviation Authority of the Philippines Area Center III* now invites bids for the above Procurement Project. Completion of the Works is required **One-Hundred (100) Calendar Days (inclusive of 15 rainy/unworkable days)**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from the *Civil Aviation Authority of the Philippines Area Center III* and inspect the Bidding Documents at the address given below during **Monday to Friday, 8:00 am-5:00 pm, except for holidays**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **July 31, 2025** from given address and website/s below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PHP 5,000.00 excluding 12% Value Added Tax*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
6. The *Civil Aviation Authority of the Philippines Area Center III* will hold a **Pre-Bid Conference on August 8, 2025, 10:00am at BAC Conference Room, Civil Aviation Authority of the Philippines Regional Office Area Center III, Civil Aviation Complex, Clark Freeport Zone, Mabalacat Pampanga** and/or through videoconferencing/webcasting via *Google Meet*, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **August 20, 2025, 9:00am**. **Late bids shall not be accepted.**
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 16**.
9. Bid opening shall be on **August 20, 2025, 10:00am** at the given address below Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Civil Aviation Authority of the Philippines Area Center III* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**MICHAEL LOUIE ANGELO I. RODRIGUEZ**

*BAC Secretariat Head*

***Civil Aviation Authority of the Philippines Regional Office Area Center III,  
Civil Aviation Complex, Clark Freeport Zone, Mabalacat Pampanga***

*Email: bac\_area3@caap.gov.ph*

*Tel. No.: (02)82464988 local 2258*

12. You may visit the following websites:

For downloading of Bidding Documents:

1. *PhilGEPS website*
2. **[www.caap.gov.ph](http://www.caap.gov.ph)**

*July 29, 2025*

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**Atty. ROAN JILL E. HABOC**  
Chairperson, Bids and Awards Committee  
Area Center III

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

## **1. Scope of Bid**

The Procuring Entity, *Civil Aviation Authority of the Philippines Area Center III* invites Bids for the *Rehabilitation of Terminal Building at San Jose Airport*, with Project Identification Number (A3-POI-02-2025).

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

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for CY 2025 in the amount of *Three Million Four Hundred Ninety-Nine Thousand Nine Hundred Fifty and 59/100 (P3,499,950.59)*.

2.2. The source of funding is 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 issuance shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

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

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

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

## **5. Eligible Bidders**

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

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

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

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

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

## **7. Subcontracts**

The Procuring Entity has prescribed that Subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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 Philippine Pesos.

### 15. Bid Security

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

15.2. The Bid and bid security shall be valid until ***One Hundred Twenty Days from the opening of Bids***. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 16. Sealing and Marking of Bids

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

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

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

### 17. Deadline for Submission of Bids

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



## **18. Opening and Preliminary Examination of Bids**

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, web-casting 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-extendable period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

### ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause																
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p><b>Civil Works/Building Construction/Improvement/Rehabilitation/Repair</b></p>															
10.3	PCAB License General Engineering Small B - Category C&D in accordance to PCAB Board Resolution No. 201 Series of 2017															
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><th>KEY PERSONNEL</th><th>GENERAL EXPERIENCE</th><th>RELEVANT EXPERIENCE</th></tr><tr><td>1 Project Civil Engineer (Licensed)</td><td>3 to 5 years</td><td>General Engineering</td></tr><tr><td>1 Construction Foreman</td><td></td><td></td></tr><tr><td>6 Skilled Workers (Mason, Carpenter, Electrician)</td><td></td><td></td></tr><tr><td>10 Laborers</td><td></td><td></td></tr></table>	KEY PERSONNEL	GENERAL EXPERIENCE	RELEVANT EXPERIENCE	1 Project Civil Engineer (Licensed)	3 to 5 years	General Engineering	1 Construction Foreman			6 Skilled Workers (Mason, Carpenter, Electrician)			10 Laborers		
KEY PERSONNEL	GENERAL EXPERIENCE	RELEVANT EXPERIENCE														
1 Project Civil Engineer (Licensed)	3 to 5 years	General Engineering														
1 Construction Foreman																
6 Skilled Workers (Mason, Carpenter, Electrician)																
10 Laborers																
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>P69,999.01 (2% of ABC)</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <i>P174,997.53 (5% of ABC)</i> if bid security is in Surety Bond.</p>															
16	<p>1. Each and every page thereof shall be initialed/signed by the duly authorized representative/s of the Bidder.</p> <p>Submitted Eligibility, Technical and Financial documents shall be properly marked with index tabs (ear tab) and must be sequentially paginated in accurate order in the form i.e. “page 3 of 100”. Page number of last page of the document (per envelope basis). Pagination should be sequential based on the entire span of the whole documents inside the envelope.</p> <p><b>Bids not complying with the above instructions shall be automatically disqualified.</b></p> <p>2. Each Bidder shall submit one copy of the first and second components of its bid.</p>															

20	<p>The bidder with the Lowest Calculated Bid (LCB) that complies with and is responsive to all the requirements and conditions shall secure:</p> <ul style="list-style-type: none"> <li>b. Certificate under oath attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements for bidders as prescribed under the revised IRR for RA9184;</li> <li>c. Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pendency of any cases of prospective bidders against the Authority; and</li> <li>d. Certificate of Site Inspection duly signed by Mr. Christopher Enriquez, Airport Manager II, San Jose Airport, is required to be submitted. This shall include all of the following documents as attachment to the Certificate of Site Inspection and shall form part of the bidder's technical documents: <ul style="list-style-type: none"> <li>i. Copy of company ID of the person who conducted the site inspection;</li> <li>ii. Copy of the airport/facility visitor's logbook; and</li> <li>iii. Picture of the proposed site including the personnel who conducted the site inspection together with the Airport Manager/Officer in Charge or his duly authorized representative.</li> </ul> </li> </ul>
21	<p>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. The procuring entity may require the following:</p> <ol style="list-style-type: none"> <li>1. <b>Worker's Access Pass I.D</b></li> <li>2. Attend the <b>Safety and Security Seminar</b> at San Jose Airport</li> </ol>

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuance, 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.

## ***Section V. Special Conditions of Contract***

# Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date <i>One Hundred (100) Calendar Days (inclusive of 15 rainy/unworkable days).</i>
4.1	The CIVIL AVIATION AUTHORITY OF THE PHILIPPINES – SAN JOSE AIRPORT shall give possession of all parts of the Site to the Contractor upon receipt of the Notice of Award (NOA).
7.2	<b>Warranty</b> 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: <b>Fifteen (15) years.</b>
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Implementation Unit, within ten (10) days from receipt of the Notice of Award. Subject for approval of Implementation Unit.
11.2	The amount to be withheld for late submission of an updated Program of Work is two percent (2%) of the Contract Price.
13	Advance payment is <b>not</b> applicable.
14	Materials and equipment delivered on the site but <b>not completely put in place shall not be included for payment.</b>
15.1	The date by which "as built" drawings are required within fifteen (15) calendar days after project completion. Subject for approval of Implementing Unit.
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 two percent (2%) of the Contract Price.

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

Name of Project : **Rehabilitation of Terminal Bldg.**  
Location : **San Jose Airport, San Jose, Occidental Mindoro**  
Duration : **One Hundred (100) Calendar Days**  
Source of Funds : **Notice of Approved Operating Budget (NAOB)**

## **SCOPE OF WORK**

### **I. GENERAL**

The works to be accomplished by the successful bidder shall consist of furnishing, supervision, labor, materials, supplies, tools and equipment to complete the **Rehabilitation of Terminal Bldg. at San Jose Airport.**

### **II. LOCATION OF PROJECT**

The Contract to be bid is located at **San Jose Airport, San Jose, Occidental Mindoro.**

### **III. SCOPE OF WORK**

The details of work are at best enumerated below, but be noted that the Contract includes all works and services although not specifically mentioned herein, but are needed to fully complete the Project.

The Project covers the supply of labor, materials, mobilization/demobilization, tools/equipment, necessary for Rehabilitation of Terminal Bldg. at San Jose Airport with the following scope of works which shall be done in accordance with the approved plans, specifications and provision of contract to wit: (Work shall include but is not limited to the following);

#### **1. Mobilization / Demobilization**

This work includes mobilization and demobilization of the contractor's manpower and equipment necessary for performing the work required under the contract.

- a. Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings and other necessary general facilities for the contractor's operations at the site.
- b. Demobilization shall include the disassembly, hauling/removal of debris/rubbish, and site clean-up of offices, buildings and other facilities assembled on the site.

## **2. Civil Works**

### **a. Demolition and Disposal Works**

The work includes labor, and minor tools and equipment needed for the demolition and disposal of the existing 600mmx600mm floor tiles on Departure and Arrival area with, as well as the dilapidated roof gutters and downspouts of the airport Passenger Terminal Building (PTB). Careful implementation must be observed to avoid unnecessary damage on the equipment inside the PTB. The Contractor shall be held responsible for any damages on the equipment in the PTB caused by the carelessness of the workers. (Execution for this Item shall be observed by the Project-In-Charge designated by the CAAP).

- Total floor area for tile removal: 1,058.32 sq.m.
- Total length of dilapidated gutters to be removed: 136.5 l.m.
- Total length of downspout to be removed: 96 l.m.

### **b. Sealing of Cracks at walls and Columns**

The work includes labor, materials, and tools necessary for the sealing of cracks on walls and columns on various locations. The materials for this Item shall be in accordance with the specifications indicated on the Program of Works. The proper procedure shall be carefully conducted on sealing the cracks. This item shall be strictly supervised and observed by the supervisor assigned by the Project-In-Charge. (Materials and workmanship shall be approved by the Project-in-Charge designated by the CAAP).

### **c. Roofing Works**

The work includes labor, materials, and tools necessary for replacing the dilapidated and old downspouts and gutters with 0.6mm stainless steel gutters, and 4" dia. PVC pipe series 1000 of the Passenger Terminal Building. The materials for this Item shall be in accordance with the specifications indicated on the Program of Works. (Materials and workmanship shall be approved by the Project-in-Charge designated by the CAAP).

- Total length of gutters to be installed: 136 l.m.
- Total downspout to be installed: 96 l.m.

## **3. Architectural Works**

### **a. Preparation of the substrate**

The work includes labor and minor tools for the preparation of the substrate prior to tile works. (Implementation for this activity shall be observed by the Project-In-Charge assigned by the CAAP).

- Total Area: 1,058.32 sq.m.

### **b. Tile Works**

The work includes labor, materials, and tools necessary for the installation of 600mmx600mm homogeneous floor tiles in the Departure and Arrival areas. Correct level and spaces between tiles must be carefully and properly observed maintained using the tile levelers and spacers. Tile samples shall be presented at the Project-In-Charge's (PIC's) office for the approval prior to installation. Installed defective and unapproved materials shall be removed and replaced with a better quality, approved by the PIC, at the Contractor's own expense. (Materials and workmanship shall be approved by the PIC designated by the CAAP).

- Total Area for tile installation: 1,058.32 sq.m.

#### **c. Painting of Exterior Walls at Departure Area**

The work includes labor, materials, and tools necessary for the painting of exterior walls of Departure Area. (The quality of materials and workmanship shall be approved by the Project-in-Charge designated by the CAAP).

- Area Covered: 250 sq.m.

#### **d. Painting of Interior Walls at Departure Area**

The work includes labor, materials, and tools necessary for the painting of interior walls of Departure Area. (The quality of materials and workmanship shall be approved by the Project-in-Charge designated by the CAAP).

- Area Covered: 812 sq.m.

### **4. Plumbing Works**

#### **a. Sewer Line**

The work includes labor, materials and minor tools for the repair of the lavatory with water leak, and for addressing the issue of fould odor from the Departure Toilets. (Materials and the implementation for this activity shall be observed and approved by the Project-In-Charge assigned by the CAAP).

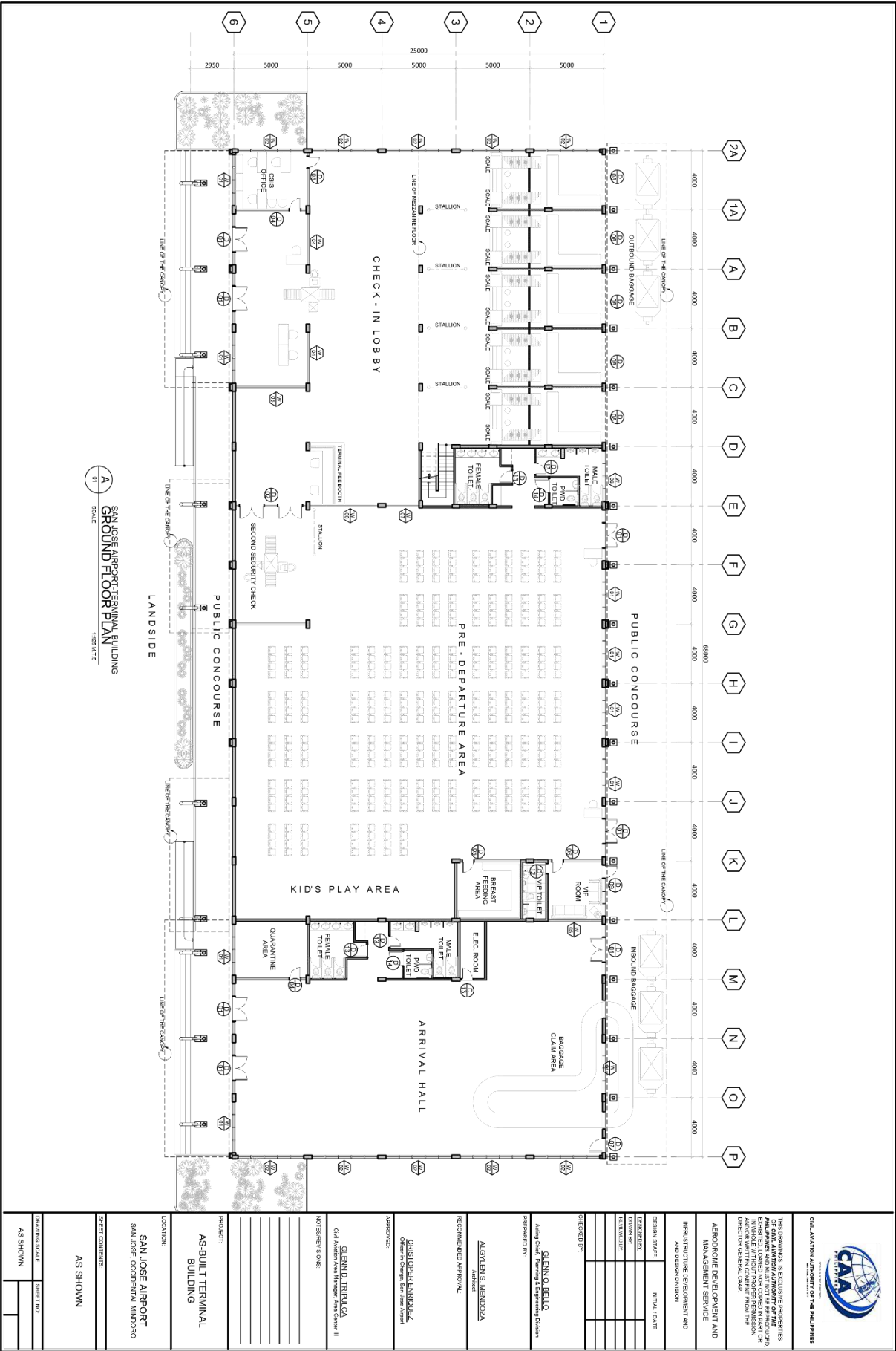
All scope of work to this item must be according to the approved plan and specifications. Quality and types of materials must be approved by the Project Engineer assigned by CAAP.

The contractor shall be responsible in providing the personal protective equipment (PPE) for staffs and workers, and Safety Inspectors or Safety Engineers on site while construction is ongoing. Regular safety reports shall be reported.

The contractor shall be responsible for all laboratory, material testing, environmental compliance certificate (ECC), building and safety permits and survey instruments necessary in the project implementation (if needed). All expenses shall be incorporated in the contractor's overhead cost and shall not be considered as pay item.

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







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

**APPROVED BUDGET FOR THE CONTRACT OF  
REHABILITATION OF TERMINAL BUILDING  
SAN JOSE AIRPORT**

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	ESTIMATED DIRECT COST	MARK-UPS IN PERCENT		TOTAL MARK-UP %	TOTAL MARK-UP VALUE	VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
					OCM	Profit						
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
								(5)x(8)	5%[(5)+(9)]	(9) + (10)	(5) + (11)	(12)/(3)
<b>1.00</b>	<b>CIVIL / STRUCTURAL WORKS</b>											
1.01	Demolition & Disposal Works	1.00	lot		15.0%	10.0%	25.0%					
1.02	Sealing of Cracks at walls and Columns	1.00	lot		15.0%	10.0%	25.0%					
1.03	Roofing Works	1.00	lot		15.0%	10.0%	25.0%					
<b>2.00</b>	<b>ARCHITECTURAL WORKS</b>											
2.01	Preparation of the Substrate	1,058.00	sq.m		15.0%	10.0%	25.0%					
2.02	Tile Works	1,058.32	sq.m		15.0%	10.0%	25.0%					
2.03	Painting Works (Exterior Walls Departure)	250.00	sq.m		15.0%	10.0%	25.0%					
2.04	Painting Works (Interior Walls Departure)	812.00	sq.m		15.0%	10.0%	25.0%					
<b>3.00</b>	<b>PLUMBING WORKS</b>											
3.01	Sewer Line	1.00	lot		15.0%	10.0%	25.0%					
	<b>TOTAL AMOUNT</b>											

NAME OF PROJECT		: REHABILITATION OF TERMINAL BUILDING			
DESCRIPTION		: REHABILITATION OF TERMINAL BUILDING			
LOCATION		: San Jose Airport, San Jose, Occidental Mindoro		QUANTITY	UNIT
SUBJECT		: Bill of Quantities		1.00	lot
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1.00	CIVIL / STRUCTURAL WORKS				
1.01	Demolition and Disposal				
A	Materials				
	Removal and Disposal of Existing Tiles downspout and roof gutters	1.00	lot		
			Material Cost	..... ..	
B	Labor	QTY	DAYS	RATE/DAY	
	Construction Foreman	1.00	19		
	Skilled Workers	2.00	19		
	Common Workers	10.00	19		
			Labor Cost	..... ..	
A	Site Works Material Cost				
B	Site Works Labor Cost				
D	Site Works Direct Cost				
INDIRECT COSTS					
1. OCM (0% - 15% of TDC)		15.0%	of Estimated Direct Cost		
2. CONTRACTOR's PROFIT (0% - 10% of TDC)		10.0%	of Estimated Direct Cost		
E. TOTAL OCM & PROFIT		25.0%	of D		
F. VALUE ADDED TAX, (VAT)		5.0%	of (D + E)		
G. TOTAL ESTIMATED INDIRECT COST ( F + E ), P					
H. TOTAL ESTIMATED UNIT INDIRECT COST ( G / Quantity), P/Unit					
TOTAL ESTIMATED COST ( D + G ), P					
TOTAL ESTIMATED UNIT COST (Total Estimated Cost / Quantity), P/Unit					

LOCATION		: San Jose Airport, San Jose, Occidental Mindoro		QUANTITY	UNIT
SUBJECT		: Bill of Quantities		1.00	lot
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1.00	CIVIL / STRUCTURAL WORKS				
1.02	Sealing of Cracks at walls and Columns				
A	Materials				
	Low Viscosity epoxy resin (to be injected) 5kg/set	4.00	sets		
			Material Cost	..... .	
B	Labor	QTY	DAYS	RATE/DAY	
	Construction Foreman	1.00	5		
	Skilled Workers	2.00	5		
	Common Workers	2.00	5		
			Labor Cost	..... .	
A	Site Works Material Cost				
B	Site Works Labor Cost				
D	Site Works Direct Cost				
INDIRECT COSTS					
1. OCM (0% - 15% of TDC)		15.0% of Estimated Direct Cost			
2. CONTRACTOR's PROFIT (0% - 10% of TDC)		10.0% of Estimated Direct Cost			
E. TOTAL OCM & PROFIT		25.0% of D			
F. VALUE ADDED TAX, (VAT)		5.0% of (D + E)			
G. TOTAL ESTIMATED INDIRECT COST ( F + E ), P					
H. TOTAL ESTIMATED UNIT INDIRECT COST ( G / Quantity), P/Unit					
TOTAL ESTIMATED COST ( D + G ), P					
TOTAL ESTIMATED UNIT COST (Total Estimated Cost / Quantity), P/Unit					

<b>LOCATION</b> : San Jose Airport, San Jose, Occidental Mindoro				QUANTITY	UNIT
<b>SUBJECT</b> : <b>Bill of Quantities</b>				1.00	lot
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>1.00</b> <b>1.03</b> <b>A</b>   <					

<b>NAME OF PROJECT</b>		<b>: REHABILITATION OF TERMINAL BUILDING</b>				
<b>DESCRIPTION</b>		<b>: REHABILITATION OF TERMINAL BUILDING</b>				
<b>LOCATION</b>		<b>: San Jose Airport, San Jose, Occidental Mindoro</b>			<b>QUANTITY</b>	<b>UNIT</b>
<b>SUBJECT</b>		<b>: Bill of Quantities</b>			1,058.00	sq.m
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT	
2.00	ARCHITECTURAL WORKS					
2.01	Preparation of the Substrate	1.00	lot			
A	Materials					
	Preparation of the Substrate					
B	Labor	QTY	Material Cost DAYS	..... .. RATE/DAY		
	Construction Foreman	1.00	10			
	Skilled Workers	2.00	10			
	Common Workers	6.00	10 Labor Cost	..... ..		
A	Tile Works Material Cost					
B	Tile Works Labor Cost					
D	Tile Works Direct Cost					
INDIRECT COSTS						
1. OCM (0% - 15% of TDC)		15.0% of Estimated Direct Cost				
2. CONTRACTOR's PROFIT (0% - 10% of TDC)		10.0% of Estimated Direct Cost				
E. TOTAL OCM & PROFIT		25.0% of D				
F. VALUE ADDED TAX, (VAT)		5.0% of (D + E)				
G. TOTAL ESTIMATED INDIRECT COST ( F + E ), P						
H. TOTAL ESTIMATED UNIT INDIRECT COST ( G / Quantity), P/Unit						
TOTAL ESTIMATED COST ( D + G ), P						
TOTAL ESTIMATED UNIT COST (Total Estimated Cost / Quantity), P/Unit						



<b>LOCATION</b>		: San Jose Airport, San Jose, Occidental Mindoro		QUANTITY		UNIT			
<b>SUBJECT</b>		: <b>Bill of Quantities</b>		1,058.32		sq.m			
ITEM	DESCRIPTION		QUANTITY	UNIT	UNIT COST	AMOUNT			
<b>2.02</b> <b>A</b>	<b>Tile Works</b> <b>Materials</b>		1,058.32	sq.m					
		600mm x 600mm Homogeneous Floor Tiles	3,823.00	pcs					
		Tile Grout (2kg)	172.00	bags					
		Tile Adhesive (25kg)	530.00	bags					
		Tile Spacer, 1mm	2.00	packs					
		Tile Leveler	2.00	packs					
		Tile Adhesive Additive	46.00	gals					
		Diamond Cutting Disk, 4"	35	pcs					
		<b>B</b>	<b>Labor</b>		QTY	DAYS	Material Cost ..... RATE/DAY		
				Construction Foreman	1.00	45			
Skilled Workers	4.00			45					
Common Workers	4.00			45					
				Labor Cost	.....				
<b>A</b>	<b>Tile Works Material Cost</b>								
<b>B</b>	<b>Tile Works Labor Cost</b>								
<b>D</b>	<b>Tile Works Direct Cost</b>								
<b>INDIRECT COSTS</b>									
1. OCM (0% - 15% of TDC)		15.0% of Estimated Direct Cost							
2. CONTRACTOR's PROFIT (0% - 10% of TDC)		10.0% of Estimated Direct Cost							
<b>E. TOTAL OCM &amp; PROFIT</b>		25.0%	of D						
<b>F. VALUE ADDED TAX, (VAT)</b>		5.0%	of (D + E)						
<b>G. TOTAL ESTIMATED INDIRECT COST ( F + E ), P</b>									
<b>H. TOTAL ESTIMATED UNIT INDIRECT COST ( G / Quantity), P/Unit</b>									
<b>TOTAL ESTIMATED COST ( D + G ), P</b>									
<b>TOTAL ESTIMATED UNIT COST (Total Estimated Cost / Quantity), P/Unit</b>									

LOCATION		: San Jose Airport, San Jose, Occidental Mindoro			QUANTITY	UNIT
SUBJECT		: Bill of Quantities			250.00	sq.m
ITEM	DESCRIPTION		QUANTITY	UNIT	UNIT COST	AMOUNT
2.00	ARCHITECTURAL WORKS					
2.03	Painting Works (Exterior Walls		250.00	sq.m		
A	Departure)					
	Materials					
		Paint Latex Semi-Gloss	20.00	gal		
		Acrylic solvent-based Primer	11.00	gal		
		Skim Coat	3.00	bag		
		Acrylic solvent-based Putty Reducer	2.50	gal		
		Paint Roller 7" with handle and plastic tray	3.00	pc		
		Paint Roller 7" Refill	6.00	pc		
		Paint Brush 2"	3.00	pc		
		Assorted Sand Paper	20.00	pc		
		Rugs	3.00	kg		
B	Labor		QTY	Material Cost DAYS	..... RATE/DAY	
		Construction Foreman	1.00	7		
		Skilled Workers	3.00	7		
		Common Workers	3.00	7 Labor Cost		
A	Tile Works Material Cost					
B	Tile Works Labor Cost					
D	Tile Works Direct Cost					
INDIRECT COSTS						
1. OCM (0% - 15% of TDC)			15.0% of Estimated Direct Cost			
2. CONTRACTOR's PROFIT (0% - 10% of TDC)			10.0% of Estimated Direct Cost			
E. TOTAL OCM & PROFIT			25.0% of D			
F. VALUE ADDED TAX, (VAT)			5.0% of (D + E)			
G. TOTAL ESTIMATED INDIRECT COST ( F + E ), P						
H. TOTAL ESTIMATED UNIT INDIRECT COST ( G / Quantity), P/Unit						
TOTAL ESTIMATED COST ( D + G ), P						
TOTAL ESTIMATED UNIT COST (Total Estimated Cost / Quantity), P/Unit						

LOCATION		: San Jose Airport, San Jose, Occidental Mindoro			QUANTITY	UNIT
SUBJECT		: Bill of Quantities			812.00	sq.m
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT	
2.00	ARCHITECTURAL WORKS					
2.04	Painting Works (Interior Walls	812.00	sq.m			
A	Departure)					
	Materials					
	Paint Latex Semi-Gloss	65.00	gal			
	Latex Primer Paint	33.00	gal			
	Paint Roller 7" with handle and plastic tray	5.00	pc			
	Paint Roller 7" Refill	5.00	pc			
	Skim Coat	5.00	bag			
	Paint Brush 2"	5.00	pc			
	Assorted Sand Paper	50.00	pc			
	Rugs	5.00	kg			
B	Labor	QTY	Material Cost DAYS	..... .. RATE/DAY		
	Construction Foreman	1.00	15			
	Skilled Workers	4.00	15			
	Common Workers	5.00	15 Labor Cost	..... ..		
A	Tile Works Material Cost					
B	Tile Works Labor Cost					
D	Tile Works Direct Cost					
INDIRECT COSTS						
1. OCM (0% - 15% of TDC)		15.0% of Estimated Direct Cost				
2. CONTRACTOR's PROFIT (0% - 10% of TDC)		10.0% of Estimated Direct Cost				
E. TOTAL OCM & PROFIT		25.0% of D				
F. VALUE ADDED TAX, (VAT)		5.0% of (D + E)				
G. TOTAL ESTIMATED INDIRECT COST ( F + E ), P						
H. TOTAL ESTIMATED UNIT INDIRECT COST ( G / Quantity), P/Unit						
TOTAL ESTIMATED COST ( D + G ), P						
TOTAL ESTIMATED UNIT COST (Total Estimated Cost / Quantity), P/Unit						

<b>NAME OF PROJECT</b>		<b>: REHABILITATION OF TERMINAL BUILDING</b>			
<b>DESCRIPTION</b>		<b>: REHABILITATION OF TERMINAL BUILDING</b>			
<b>LOCATION</b>		<b>: San Jose Airport, San Jose, Occidental Mindoro</b>		<b>QUANTITY</b>	<b>UNIT</b>
<b>SUBJECT</b>		<b>: Bill of Quantities</b>		1.00	lot
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>3.00</b>	<b>PLUMBING WORKS</b>				
<b>3.01</b>	<b>Sewer Line</b>				
<b>A</b>	<b>Materials</b>				
	Sealant	1.00	li		
	Air Vent System for VIP and Departure Toilets	1.00	lot		
			Material Cost	.....	
				...	
<b>B</b>	<b>Labor</b>	QTY	DAYS	RATE/DAY	
	Construction Foreman	1.00	5		
	Skilled Workers	2.00	5		
	Common Workers	5.00	5		
			Labor Cost	.....	
				..	
<b>A</b>	<b>Fixtures Material Cost</b>				
<b>B</b>	<b>Fixtures Labor Cost</b>				
<b>C</b>	<b>Fixtures Equipment Cost</b>				
<b>D</b>	<b>Fixtures Direct Cost</b>				
<b>INDIRECT COSTS</b>					
<b>1. OCM (0% - 15% of TDC)</b>		15.0% of Estimated Direct Cost			
<b>2. CONTRACTOR's PROFIT (0% - 10% of TDC)</b>		10.0% of Estimated Direct Cost			
<b>E. TOTAL OCM &amp; PROFIT</b>		25.0% of D			
<b>F. VALUE ADDED TAX, (VAT)</b>		5.0% of (D + E)			
<b>G. TOTAL ESTIMATED INDIRECT COST ( F + E ), P</b>					
<b>H. TOTAL ESTIMATED UNIT INDIRECT COST ( G / Quantity), P/Unit</b>					
<b>TOTAL ESTIMATED COST ( D + G ), P</b>					
<b>TOTAL ESTIMATED UNIT COST (Total Estimated Cost / Quantity), P/Unit</b>					

## ***Section IX. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) 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; and
- ☐ (h) Certificate of site inspection
- ☐ (i) Bid Supplement, if any

Financial Documents

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

***Class "B" Documents***

- ☐ (k) 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**

- ☐ (l) Original of duly signed and accomplished Financial Bid Form; and

Other documentary requirements under RA No. 9184

- ☐ (m) Original of duly signed Bid Prices in the Bill of Quantities; and  
☐ (n) 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  
☐ (o) Cash Flow by Quarter.

**(Note: Use the prescribed Standard Forms; bids that do not comply with the Standard Format shall be automatically disqualified)**

## ***Bidding Forms***



# **Bidding Forms**

(ANNEX "A")

Annex "A" Form 1 .....	Statement of all On-Going Contracts
Annex "A" Form 2 .....	Statement of Single Largest Completed Contract
Annex "A" Form 3 .....	Bid Securing Declaration
Annex "A" Form 4 .....	Organizational Chart of Contract to be Bid
Annex "A" Form 5a .....	Qualification of Key Personnel Proposed to be Assigned in the Project
Annex "A" Form 5b .....	Contractor's Letter-Certificate to Procuring Entity
Annex "A" Form 5c .....	Key Personnel (Format of Bio-Data)
Annex "A" Form 6 .....	List of Equipment Owned or Leased and/or under Purchased
Annex "A" Form 7 .....	Omnibus Sworn Statement (Revised)
Annex "A" Form 8 .....	Bid Form

Statement of all its 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

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Name of Company : \_\_\_\_\_

Address of Company: \_\_\_\_\_

[illegible]

Submitted by: \_\_\_\_\_  
(Print Name & Signature)

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

{ ATTACH COMPANY LETTERHEAD/LOGO }

Statement of single largest COMPLETED contract similar to the contract to be bid

Name of Project \_\_\_\_\_  
 Location of Project \_\_\_\_\_

Name of Company : \_\_\_\_\_  
 Address of Company: \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Contractor's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed
			Description	%		

**NOT APPLICABLE-** as per last amendment (July 19, 2024) of IRR of RA 9184 under section 23.4.2.4, \*The bidder must have completed an SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the PSA consumer price indices, must be at least fifty percent (50%) of the ABC to be bid; however, That contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.\*

Submitted by: \_\_\_\_\_  
 (Print Name & Signature)

Designation: \_\_\_\_\_  
 Date: \_\_\_\_\_

-----

**Important Notice:** This statement shall be accompanied by a Certificate of Final Acceptance issued by the owner, or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES). In the case of contracts with the private sector, an equivalent document shall be submitted. (Section 23.4.2.5 of the Revised IRR of Republic Act No. 9184)

**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 52.2, 63.2 and 69.1 of the IRR of RA No. 12009; 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

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

**Contractor's Organizational Chart for the Project**

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the contract if awarded to him. Indicate in the chart the names of the Key Engineering Personnel who will be assigned in the Project.

{ATTACH COMPANY LETTERHEAD/LOGO}

Attach the required Proposed Organizational Chart for the Contract as stated above.

Submitted by: \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

{ATTACH COMPANY LETTERHEAD/LOGO}

Qualification of Key Personnel Proposed to be Assigned to the Project

Name of Project :  
Location of Project :

Name of Company :  
Address of Company :

1. Name	Project (Civil) Engineer	Construction Foreman	Construction Safety and Health Officer	Other Position deemed required by the Applicant for this project
2. Address				
3. Date of Birth				
4. Employed Since				
5. Experience				
6. Previous Employment				
7. Education				
8. PRC License				

Note: Attached individual PRC License of the (professional) personnel.

Submitted by :  
Designation : (Signature over Printed Name)  
Date :

{ATTACH COMPANY LETTERHEAD/LOGO}

Date: \_\_\_\_\_

ATTY. ROAN JILL E. HABOC  
Chairperson, Bids and Awards Committee Area Center III  
Civil Aviation Authority of the Philippines  
Mia Road, Pasay City, M.M. 1300  
Tel: 944-2358

Subject: Contractor's Letter-Certificate to Procuring Entity

Dear Sir:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

That I/we have engaged the service of (Name of Employee), to be the (Designation) of the (Name of Project), who is a (Profession) with Professional License Certificate No. \_\_\_\_ issued on \_\_\_\_\_ and who has performed the duties in the construction of the project enumerated in the filled Annex "B" Form 5b.

That (Name of Employee) shall personally perform the duties of the said position in the above-mentioned project, if and when the same is awarded in our favor.

That (Name of Employee) shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract.

That (Name of Employee) shall be personally present at the jobsite all the time to supervise the phase of the construction work pertaining to his assignment as (Designation).

That (Name of Employee) is aware that he shall be authorized to handle only one contract at a time.

That in order to guarantee that (Name of Employee) shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a certificate of appearance for the Procuring Entity's Engineer at the end of every month.

That in the event that I/we elect or choose to replace (Name of Employee) with another Engineer, the Procuring Entity will be accordingly notified by us in writing at least twenty one (21) days before making replacement. We will submit to the Procuring Entity, for prior approval, the name of the proposed new (Designation), his qualification, experience, list of projects undertaken and other relevant information.

That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

---

(Authorized Representative of Bidder)

CONCURRED BY:

---

(Name of Engineer)



**KEY PERSONNEL**  
(FORMAT OF BIO-DATA)

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

1. Authorized Managing Officer / Representative: \_\_\_\_\_

2. Sustained Technical Employee:

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Education and Degrees: \_\_\_\_\_

Specialty: \_\_\_\_\_

Registration: \_\_\_\_\_

Length of Service with the Firm:

\_\_\_\_\_ Year From \_\_\_\_\_ (months) \_\_\_\_\_ (year)

To \_\_\_\_\_ (months) \_\_\_\_\_ (year)

Years of Experience:

If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10) year period (attached additional sheet/s, if necessary):

Name and Address of Employer	Length of Service
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____

Experience:

This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

a. Name: \_\_\_\_\_

b. Name and Address of Owner: \_\_\_\_\_

c. Name and Address of the Owner's Engineer (Consultant): \_\_\_\_\_

d. Indicate the Features of Project (particulars of the project components)

and any other particular interest connected with the project): \_\_\_\_\_

e. Contract Amount Expressed in Philippine Currency: \_\_\_\_\_

f. Position: \_\_\_\_\_

g. Structures for which the employee was responsible: \_\_\_\_\_

h. Assignment Period: from \_\_\_\_\_(months) \_\_\_\_\_(years)

to \_\_\_\_\_(months) \_\_\_\_\_(years)

\_\_\_\_\_  
Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to the  
\_\_\_\_\_ Project, if the contract is awarded to our company.

\_\_\_\_\_  
(Place and Date)

\_\_\_\_\_  
(The Authorized Representative)

*List of Equipment, Owned or Leased and/or under Purchased Agreements, Pledge to the Proposed Project*

Name of Project: \_\_\_\_\_  
 Location of Project: \_\_\_\_\_

Name of Company: \_\_\_\_\_  
 Address of Company: \_\_\_\_\_

Description	Model/Year	Capacity/ Performance/ Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor or Vendor
<u>A. Owned</u>							
I.							
II.							
III.							
IV.							
V.							
<u>B. Leased</u>							
I.							
II.							
III.							
IV.							
V.							
<u>C. Under Purchased Agreement</u>							
I.							
II.							
III.							
IV.							
V.							

Submitted by : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 (Signature over Printed Name)

**Omnibus Sworn Statement (Revised)**

***[shall be submitted with the Bid]***

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REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - 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

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

**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 guidelines<sup>1</sup> for this purpose;

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<sup>1</sup> currently based on GPPB Resolution No. 09-2020

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [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: \_\_\_\_\_



**Other Bidding Forms**

(ANNEX “B”)

Annex “B” Form 1 ..... Authority of Signatory (Secretary's Certificate)

**CAAP-BAC-SF Annex "B" Form 1**

**AUTHORITY OF SIGNATORY**

**(SECRETARY'S CERTIFICATE)**

I,, a duly elected and qualified Corporate Secretary of (Name of the Bidder), a corporation duly organized and existing under and by virtue of the law of the, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on at which meeting a quorum was present and acting throughout, the following resolutions were approve, and the same have been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that(Name of Bidder)be, as it hereby is, authorized to participate in the bidding of(Name of the Project)by the(Name of the Procuring Entity); and in that if awarded the project shall enter into a contract with the(Name of the Procuring Entity)and in connection therewith hereby appoints(Name of Representative), acting as duly authorized and designated representatives of(Name of the Bidder), and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent(Name of the Bidder)in the bidding as fully and effectively as the(Name of the Bidder)might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FERTHER THAT, the Board hereby authorized its President to:

- a. execute a waiver of jurisdiction whereby the(Name of the Bidder)hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine court;
- b. execute a waiver that the (Name of the Bidder) shall not seek and obtain writ of injunctions or prohibition or restraining order against the CAAP or any other agency in connection with this Project to prevent and restrain the bidding procedures related thereto, the negotiating and award of a contract to a successful bidder, and the carrying out of the awarded project.

WITNESS the signature of the undersigned as such officer of the said\_this.

—

(Corporate Secretary)

SUBSCRIBED AND SWORN to before me this day of, 20affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_at, Philippines.

Notary Public

Until 31 December 20\_\_\_\_\_

PRT No.: \_\_\_\_\_

Issued at: \_\_\_\_\_

Issued on: \_\_\_\_\_

TIN No.: \_\_\_\_\_

Doc. No. \_\_\_\_\_

Page No.: \_\_\_\_\_

Book No.: \_\_\_\_\_

Series of \_\_\_\_\_

