



**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**  
*Project Management Office – Major Flood Control Projects*

**PASIG-MARIKINA RIVER CHANNEL  
IMPROVEMENT PROJECT (PHASE III)**  
(JICA LOAN No. PH-P252)

**CONTRACT PACKAGE NO. 2**  
**LOWER MARIKINA RIVER (NAPINDAN CHANNEL TO  
DOWNSTREAM OF MANGGAHAN FLOODWAY)**

# **BID DOCUMENTS(DRAFT)**

## **PART 1 – BIDDING PROCEDURES**

- SECTION I - INSTRUCTIONS TO BIDDERS**
- SECTION II - BID DATA SHEET**
- SECTION III - EVALUATION AND QUALIFICATION CRITERIA**
- SECTION IV - BIDDING FORMS**
- SECTION V - ELIGIBLE COUNTRIES OF JAPANESE ODA LOANS**

**FEBRUARY 2013**

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**CONTRACT PACKAGE No. 2**

**BID DOCUMENTS**

**Part 1 Bidding Procedures**

<b>Section I:</b>	<b>Instructions to Bidders</b>
<b>Section II:</b>	<b>Bid Data Sheet</b>
<b>Section III:</b>	<b>Evaluation and Qualification Criteria</b>
<b>Section IV:</b>	<b>Bidding Forms</b>
<b>Section V:</b>	<b>Eligible Countries of Japanese ODA Loans</b>

**Part 2 Works Requirements**

<b>Section VI:</b>	<b>Works Requirements</b>
	Volume 1 - Scope of Works
	- Specifications
	- Supplementary Information
	Volume 2 - Drawings

**Part 3 Conditions of Contract and Contract Forms**

<b>Section VII:</b>	<b>General Conditions</b>
<b>Section VIII:</b>	<b>Particular Conditions</b>
<b>Section IX:</b>	<b>Annex to the Particular Conditions – Contract Forms</b>

**SECTION I**  
**INSTRUCTIONS TO BIDDERS**

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## CONTENTS

A.	General	1
	1. Scope of Bid	1
	2. Source of Funds	1
	3. Fraud and Corruption	1
	4. Eligible Bidders	2
	5. Eligible Materials, Equipment, and Services	3
B.	Contents of Bidding Documents	3
	6. Sections of Bidding Documents	3
	7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	4
	8. Amendment of Bidding Documents	4
C.	Preparation of Bids	5
	9. Cost of Bidding	5
	10. Language of Bid	5
	11. Documents Comprising the Bid	5
	12. Letter of Bid and Schedules	6
	13. Alternative Bids	6
	14. Bid Prices and Discounts	7
	15. Currencies of Bid and Payment	7
	16. Documents Comprising the Technical Proposal	8
	17. Documents Establishing the Qualifications of the Bidder	8
	18. Period of Validity of Bids	8
	19. Bid Security	9
	20. Format and Signing of Bid	10
D.	Submission and Opening of Bids	11
	21. Sealing and Marking of Bids	11
	22. Deadline for Submission of Bids	11
	23. Late Bids	11
	24. Withdrawal, Substitution, and Modification of Bids	12
	25. Bid Opening	12
E.	Evaluation and Comparison of Bids	14
	26. Confidentiality	14
	27. Clarification of Bids	14
	28. Deviations, Reservations, and Omissions	14
	29. Preliminary Examination of Technical Bids	14
	30. Determination of Responsiveness of Technical Bid	15
	31. Nonmaterial Nonconformities	15
	32. Qualification of the Bidder	16
	33. Correction of Arithmetical Errors	16
	34. Conversion to Single Currency	16
	35. Evaluation of Price Bids	16

36.	Comparison of Bids	17
37.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids	17
F.	Award of Contract	18
38.	Award Criteria	18
39.	Notification of Award	18
40.	Signing of Contract	18
41.	Performance Security	19

## A. General

### 1. Scope of Bid

- 1.1 The Employer, as **indicated in the Bid Data Sheet (BDS)**, issues these Bidding Documents for the procurement of Works as specified in Section VI, Works Requirements. The reference identification number of the contract, if any, is **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
  - (a) the term “in writing” means communicated in written form and delivered against receipt;
  - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
  - (c) “day” means calendar day.

### 2. Source of Funds

- 2.1 The Borrower **indicated in the BDS** has received or has applied for a Japanese ODA Loan from Japan International Cooperation Agency (hereinafter called “JICA”), with the number, in the amount and on the signed date of the Loan Agreement **indicated in the BDS** toward the cost of the project **indicated in the BDS**. The Borrower intends to apply a portion of the proceeds of the loan to payments under the contract for which these Bidding Documents are issued.
- 2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the “Guidelines for Procurement under Japanese ODA Loans”. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds.
- 2.3 The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.

### 3. Fraud and Corruption

- 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA;
  - (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.

**4. Eligible Bidders**

- 4.1 A Bidder may be a single entity or any combination of entities in the form of a joint venture or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JVA:
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; and
  - (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all partners constituting the Bidder, shall be from an eligible source country as listed in Section V, List of Eligible Countries of Japanese ODA Loans.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) a Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the project;
  - (b) a Bidder is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
  - (c) a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.4 A Bidder shall submit only one bid in the same bidding process, either individually as a Bidder or as a partner of a JVA. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a subcontractor while submitting a bid individually or as a partner of a JVA in the same bidding process. A Bidder, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- 4.5 A Bidder that has been determined to be ineligible by the JICA in accordance with ITB 3, shall not be eligible to be awarded a contract.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

**5. Eligible Materials, Equipment, and Services**

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by JICA shall have their origin in eligible source countries as listed in Section V, List of Eligible Countries of Japanese ODA Loans. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

**B. Contents of Bidding Documents**

**6. Sections of Bidding Documents**

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART 1 Bidding Procedures
    - Section I. Instructions to Bidders (ITB)
    - Section II. Bid Data Sheet (BDS)
    - Section III. Evaluation and Qualification Criteria
    - Section IV. Bidding Forms
    - Section V. List of Eligible Countries of Japanese ODA Loans
  - PART 2 Works Requirements
    - Section VI. Works Requirements
  - PART 3 Conditions of Contract and Contract Forms
    - Section VII. General Conditions (GC)
    - Section VIII. Particular Conditions (PC)
    - Section IX. Annex to the Particular Conditions - Contract Forms
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.



- 7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer’s address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-eight (28) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder’s designated representative is invited to attend a pre-bid meeting, **if provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one (1) week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.

- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer should extend the deadline for the submission of bids, pursuant to ITB 22.2.

### **C. Preparation of Bids**

#### **9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **10. Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### **11. Documents Comprising the Bid**

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
  - (b) Bid Security, in accordance with ITB 19;
  - (c) alternative technical bids, if permissible, in accordance with ITB 13;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (e) documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if postqualification applies, as indicated in accordance with ITB 4.6, the Bidder's qualifications to perform the contract if its Bid is accepted;
  - (f) Technical Proposal in accordance with ITB 16; and
  - (g) any other document required in the BDS.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Price Bid;
- (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14;
- (c) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans, which shall be signed and dated by the Bidder's authorized representative, in accordance with ITB 12;
- (d) alternative price bids, if permissible, in accordance with ITB 13; and
- (e) any other document required in the BDS.

11.4 In addition to the requirements under ITB 11.2, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

**12. Letter of Bid and Schedules**

12.1 The Letters of Technical Bid and Price Bid, and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

**13. Alternative Bids**

13.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS** and described in Section VI, Works Requirements. The method for evaluating alternative technical solutions will be stipulated in Section III, Evaluation and Qualification Criteria.

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 **Unless otherwise provided in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data included in Section IV, Bidding Form and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so indicated in BDS 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are submitted and opened at the same time.
- 14.7 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

**15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data included in Section IV, Bidding Forms are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

15.3 The foreign currency requirements generally include the following:

- (a) expatriate staff and labour employed directly on the Works;
- (b) social, insurance, medical and other charges relating to such expatriate staff and labour, and foreign travel expenses;
- (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
- (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
- (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
- (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

**16. Documents  
Comprising the  
Technical Proposal**

16.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**17. Documents  
Establishing the  
Qualifications of the  
Bidder**

17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if postqualification applies as indicated in accordance with ITB 4.6, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

**18. Period of Validity of  
Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, the Bidder granting the request shall also extend the Bid Security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, to determine the Contract price, the fixed portion of the bid price shall be adjusted by the factor **specified in the BDS**.
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

19.1 The Bidder shall furnish a Bid Security as part of its bid, in the amount and currency **specified in the BDS**.

19.2 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional bank guarantee issued by a bank or surety;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **indicated in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.3 If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

19.4 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 40.

19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

- 19.6 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid;
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 39; or
    - (ii) furnish a Performance Security in accordance with ITB 40.
- 19.7 The Bid Security of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

## 20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it “Original – Technical Bid” and “Original – Price Bid”. Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative”. In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number **specified in the BDS** and clearly mark each of them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 A bid submitted by a JVA shall comply with the following requirements:
- (a) Be signed so as to be legally binding on all partners; and
  - (b) Include the Representative's authorization referred to in ITB 4.1(b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## **D. Submission and Opening of Bids**

- 21. Sealing and Marking of Bids**
- 21.1 The Bidder shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “Original - Technical Bid”, “Original - Price Bid”, “Copy - Technical Bid” and “Copy - Price Bid”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 22.1; and
  - (c) bear the specific identification of this bidding process indicated in the BDS 1.1.
- 21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 25.1.
- 21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.
- 21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.



**24. Withdrawal, Substitution, and Modification of Bids**

- 24.1 A Bidder may withdraw, substitute, or modify its Bid - Technical or Price - after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
  - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**25. Bid Opening**

- 25.1 The Employer shall open the Technical Bids in public, in the presence of Bidders’ designated representatives and anyone who choose to attend, and at the address, date and time **specified in the BDS**. The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 25.7.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 25.3 Second, envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening.
- 25.4 Next, envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 25.1.

- 25.5 All other envelopes holding the Technical Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the presence or absence of a Bid Security and any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.

- 25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.

- 25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

- 25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidders' representatives who are present shall be requested to sign a register evidencing their attendance.

- 25.10 All envelopes containing Price Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; and any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

- 25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, (per lot if applicable), including any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

**E. Evaluation and Comparison of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Price Bids in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 29. Preliminary Examination of Technical Bids**
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.

- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
  - (b) written confirmation of authorization to commit the Bidder;
  - (c) Bid Security, if applicable; and
  - (d) Technical Proposal in accordance with ITB 16.
- 30. Determination of Responsiveness of Technical Bid**
- 30.1 The Employer's determination of a Technical Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;
    - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the Technical Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements, have been met without any material deviation, reservation or omission.
- 30.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonmaterial Nonconformities**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.
- 31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

- 31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether either continues to meet (if prequalification applies) or meets (if postqualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder’s Price Bid. A negative determination shall result in disqualification of the bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- 33. Correction of Arithmetical Errors**
- 33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency **as specified in the BDS.**
- 35. Evaluation of Price Bids**
- 35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

- 35.2 To evaluate the Price Bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
  - (b) price adjustment for correction of arithmetical errors in accordance with ITB 33.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3; and
  - (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 35.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 36. Comparison of Bids** 36.1 The Employer shall compare all substantially responsive bids in accordance with ITB 35.2 to determine the lowest evaluated bid.
- 37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

**F. Award of Contract**

- 38. Award Criteria** 38.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Notification of Award** 39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract.
- 39.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. After a contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:
- (a) names of all Bidders;
  - (b) their bid prices;
  - (c) name and address of successful Bidder concerning the award of contract;
  - (d) name and address of supplier; and
  - (e) award date and amount of the contract.
- 39.3 After notification of award, successful Bidders may request in writing to the Employer a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond, in writing, to any unsuccessful Bidders who, after the notification of award, in accordance with ITB 39.1, request a debriefing.
- 39.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40. Signing of Contract** 40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

**41. Performance  
Security**

- 41.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.



**SECTION II**  
**BID DATA SHEET**

<b>A. General</b>	
<b>ITB 1.1</b>	The Employer is the Government of the Republic of the Philippines represented by the Secretary of Public Works and Highways.
<b>ITB 2.1</b>	The Borrower is the Government of the Republic of the Philippines.
<b>ITB 2.1</b>	The number of the Loan Agreement is: PH-P252  The amount of a Japanese ODA Loan is: ¥11,836,000,000.  The signed date of the Loan Agreement is: 30 March 2012.
<b>ITB 2.1</b>	The name of the project is: Pasig-Marikina River Channel Improvement Project (Phase III).
<b>B. Contents of Bidding Documents</b>	
<b>ITB 7.1</b>	For clarification purposes only, the Employer's address is:  The Chairman BAC for Civil Works Department of Public Works and Highways 2nd Floor, DPWH Building Bonifacio Drive, Port Area Manila, Philippines  Attention: The Project Director Project Management Office - Major Flood Control Projects, Cluster I.
<b>ITB 7.4</b>	A Pre-Bid meeting will take place at the date, time and place as will be notified in the Invitation to Bid.  A site visit conducted by the Employer will be organized.
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is English.
<b>ITB 11.2(g)</b>	The Bidder shall submit with its Technical Bid the following additional documents: Affidavit of Disclosure of No Relationship.
<b>ITB 11.3(e)</b>	The Bidder shall submit with its Price Bid the following additional documents: None.
<b>ITB 13.2</b>	Alternative times for completion will not be permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: None.
<b>ITB 14.7</b>	The Government of the Republic of the Philippines will, itself or through its executing agencies or instrumentalities, assume all fiscal levies or taxes imposed in the Republic of the Philippines on Japanese firms or nationals operating as suppliers, contractors or consultants on and/or in connection with any income that may accrue from the supply of products and/or services to be provided under the Loan Agreement.

<b>ITB 15.1</b>	<p>The currency(ies) of the bid and the payment currency(ies) shall be as described below:</p> <p>The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <ul style="list-style-type: none"> <li>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in Philippine Pesos, and further referred to as “the local currency”; and</li> <li>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in Japanese Yen and/or other international trading currency or currencies by using no more than three foreign currencies.</li> </ul>
<b>ITB 18.1</b>	The bid validity period shall be 120 days.
<b>ITB 18.3(a)</b>	The bid price shall be adjusted by the following factor: None.
<b>ITB 18.3(b)</b>	<p>The fixed portion of the bid price shall be adjusted by the following factor:</p> <p>The local currency portion of the fixed portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the fixed portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.</p>
<b>ITB 19.1</b>	<p>A Bid Security shall be required.</p> <p>The amount and currency of the Bid Security shall be Pesos thirty million (P30,000,000) or an equivalent amount in a freely convertible currency.</p>
<b>ITB 19.2(d)</b>	Other types of acceptable securities: None
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is two.
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a power of attorney.
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For bid submission purposes only, the Employer’s address is:</p> <p style="padding-left: 40px;">The Chairman BAC for Civil Works Department of Public Works and Highways</p> <p style="padding-left: 40px;">Attn.: The Head Central Procurement Office (CPO) Department of Public Works and Highways 5th Floor, DPWH Building Bonifacio Drive, Port Area, Manila, Philippines</p> <p>The deadline for bid submission is: Date: <i>[insert day, month, and year]</i> Time: <i>[insert time, and identify if a.m. or p.m., i.e. 10:30 a.m.]</i></p>
<b>ITB 25.1</b>	<p>The opening of the Technical Bid shall take place at:</p> <p style="padding-left: 40px;">CPO Function Room 5th Floor, DPWH Building Bonifacio Drive, Port Area, Manila, Philippines</p> <p style="padding-left: 40px;">Date: <i>[insert day, month, and year]</i> Time: <i>[insert time, and identify if a.m. or p.m. i.e. 10:30 a.m.]</i></p>

**E. Evaluation, and Comparison of Bids**

<p><b>ITB 34.1</b></p>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Philippine Pesos.</p> <p>The source of exchange rate shall be: the selling exchange rates officially prescribed for similar transactions by the Central Bank of the Republic of the Philippines.</p> <p>The date for the exchange rate shall be: the date of bid opening.</p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
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**SECTION III**  
**EVALUATION AND QUALIFICATION CRITERIA**

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## EVALUATION AND QUALIFICATION CRITERIA

In addition to the criteria listed in ITB 35.2(a) – (e) the following criteria shall apply:

### **1.1. Assessment of Adequacy of Technical Proposal with Requirements**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI, Works Requirements.

### **1.2. Multiple Contracts, if permitted under ITB 35.4**

Not applicable.

### **1.3. Alternative Completion Times, if permitted under ITB 13.2**

Not applicable.

### **1.4. Technical Alternatives, if permitted under ITB 13.4**

Not applicable.

### **1.5. Method to rectify quantifiable nonmaterial nonconformities related to the Bid Price.**

In the absence of any other information, the Employer will estimate the cost of quantifiable nonmaterial nonconformities.

## **2. Qualification**

### **2.1. Update of Information**

The Bidder shall continue to meet the criteria used at the time of prequalification.

### **2.2. Financial Resources**

Using the relevant Forms FIN-1, FIN-2, FIN-3 and FIN-4 in Section IV, Bidding Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

- (i) the construction cash flow for a period of four months during the duration of contract, estimated as US\$9 million equivalent, net of the Applicant's commitments for other contracts;

and

- (ii) the overall cash flow requirements for this contract and its current Works commitment.

### 2.3. Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1	Project Manager	20	15
2	Site Manager	20	12
3	Senior Site Engineer	15	8
4	QA Engineer	15	8
5	Accident Prevention Officer	15	5

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV, Bidding Forms.

### 2.4. Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Tugboat 500PS	6
2	Tugboat 200PS	2
3	Barge 1000DWT	4

The Bidder shall provide further details of proposed items of equipment using the relevant Information Forms included in Section IV, Bidding Forms.

**SECTION IV**  
**BIDDING FORMS**



## TABLE OF FORMS

Letter of Technical Bid

Letter of Price Bid

Schedule of Adjustment Data

Table A. Local Currency

Table B. Foreign Currency

Bill of Quantities

Preamble

Bill of Quantities

Technical Proposal

Site Organization

Method Statements

Mobilization Schedule

Construction Schedule

Safety Plan

Form PER – 1: Proposed Personnel

Form PER – 2: Resume of Proposed Personnel

Form EQU: Equipment

Proposed Sources of Materials

Proposed Subcontractors

Traffic Management

Bidders Qualification following Prequalification

Form ELI – 1: Bidder Information Sheet

Form ELI – 2: JVA Information Sheet

Form CON: Historical Contract Non-Performance

Form FIN – 1: Financial Situation

Form FIN – 2: Average Annual Construction Turnover

Form FIN – 3: Financial Resources

Form FIN – 4: Current Contract Commitments / Works in Progress

Form FIN – 5: Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans

Form of Bid Security

Affidavit of Disclosure of No Relationship

**LETTER OF TECHNICAL BID**

**LETTER OF TECHNICAL BID**

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

Loan Agreement No.: PH-P252

Reference ID No.: \_\_\_\_\_

To: The Chairman  
BAC for Civil Works  
Department of Public Works and Highways

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda Nos.: \_\_\_\_\_ issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
  - construction of Pasig-Marikina River Channel Improvement Project (Phase III) - Contract Package No. 2 (Lower Marikina River (Napindan Channel to Downstream of Manggahan Floodway));
- (c) Our bid consisting of the Technical Bid and the Price 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) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2;
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.4, other than alternative offers submitted in accordance with ITB 13; and
- (g) We, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by JICA in accordance with ITB 4.5.

Signature: \_\_\_\_\_

in the capacity of: \_\_\_\_\_

duly authorised to sign bids for and on behalf of:

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**LETTER OF PRICE BID**

**LETTER OF PRICE BID**

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

Loan Agreement No.: PH-P252

Reference ID No.: \_\_\_\_\_

To: The Chairman  
 BAC for Civil Works  
 Department of Public Works and Highways

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda Nos.: \_\_\_\_\_ issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents and Technical Bid submitted for the following Works:
  - construction of Pasig-Marikina River Channel Improvement Project (Phase III) - Contract Package No. 2 (Lower Marikina River (Napindan Channel to Downstream of Manggahan Floodway));
- (c) The total price of our bid, excluding any discounts offered in item (d) below is:  
 Pesos \_\_\_\_\_  
 (P \_\_\_\_\_ )  
 and  
 Japanese Yen \_\_\_\_\_  
 (¥ \_\_\_\_\_ );
- (d) The discounts offered and the methodology for their application are:  
 \_\_\_\_\_  
 \_\_\_\_\_;
- (e) 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 Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We certify that our company has been incorporated and registered in Japan, has its appropriate facilities for producing or providing goods and services in Japan and actually conducts its business there;
- (g) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (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 evaluated bid or any other bid that you may receive.

Signature: \_\_\_\_\_

in the capacity of: \_\_\_\_\_

duly authorised to sign bids for and on behalf of:

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

## **SCHEDULE OF ADJUSTMENT DATA**

**SCHEDULE OF ADJUSTMENT DATA**

*[In Table A below, the Bidder shall complete the columns (e) and (f), (except for item A of column (f)).*

**Table A. Local Currency**

(a)	(b)	(c)	(d)	(e)	(f)
Index code	Index description	Source of index	Base value and date	Bidder's related currency amount	Bidder's proposed weighting
A	Nonadjustable		-	-	0.10
B	Labour - local	National Wages and Productivity Commission – Daily Minimum Wage Rate (NCR – Non-agriculture)			
C	Equipment	NSO Retail Price Index in NCR - Machinery and Transport Equipment			
D	Fuel and oil	NSO Construction Materials Wholesale Price Index in NCR - Fuels and Lubricants			
E	Cement	NSO Construction Materials Wholesale Price Index in NCR - Cement			
F	Concrete aggregates	NSO Construction Materials Wholesale Price Index in NCR - Sand, Stone and Gravel			
G	Reinforcing steel	NSO Construction Materials Wholesale Price Index in NCR - Reinforcing Steel			
H	Concrete products	NSO Construction Materials Wholesale Price Index in NCR - Concrete Products			
I	General construction materials	NSO Construction Materials Wholesale Price Index in NCR – All Items			
			Total		1.00



*[In Table B below, the Bidder shall indicate the type of foreign currency and columns (c), (d), (e), (f) and (g), (except for item A of column (g)).*

**Table B. Foreign Currency**

**State type:** \_\_\_\_\_ *[If the Bidder wishes to quote in more than one foreign currency (FC), this table should be repeated for each foreign currency.]*

(a)	(b)	(c)	(d)	(e)	(f)	(g)
Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount <sup>1</sup>	Equivalent in the above type of FC	Bidder's proposed weighting
A	Nonadjustable					0.10
B	Japanese labour cost index					
C	Steel material price index					
D	General construction price index					
Total						1.00

<sup>1</sup> Bidder's related source currency in type and amount shall be indicated, if price adjustment payments are made in a currency other than the currency of the source of the indexed input.

## **BILL OF QUANTITIES**

**PREAMBLE TO BILL OF QUANTITIES**

## **PREAMBLE TO BILL OF QUANTITIES**

### **1. GENERAL PRINCIPLES**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price, or has entered a rate or price of "nil" or "0.00", shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. Notwithstanding the provisions of Clause 12.3 of the Conditions of Contract, the whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities and where no item is provided its cost shall be deemed to be distributed among the other rates and prices provided in the priced Bill of Quantities.
6. General directions and descriptions of work and materials are not necessarily repeated or summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.5 and 13.6 of the Conditions of Contract.
8. The method of measurement of completed work for payment shall be in accordance with the relevant provisions of the Conditions of Contract and Specifications.
9. Any arithmetical errors in computation or summation will be corrected by the Employer as follows:
  - (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - (b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

### **1.2. Withholding of Payment**

Should the Contractor fail to provide or fulfill, entirely or for a period of time, all or part of the services, obligations and liabilities required of it in respect of a Lump Sum and/or time related item, an amount

which in the opinion of the Engineer fairly reflects the cost of such failure will be omitted and the Contract Price reduced accordingly.

### 1.3. Abbreviations

The following abbreviations are applicable to the Bill of Quantities:

Cubic metre	m <sup>3</sup>
Diameter	dia
Kilogram	kg
Kilometre	km
Lineal metre	lm
Litre	lit
Lump Sum	LS
Metre	m
Month	mo
Millimetre	mm
Number	no
Square millimetre	mm <sup>2</sup>
Square centimeter	cm <sup>2</sup>
Square metre	m <sup>2</sup>
Tonne	t.

## 2. DAYWORK

### 2.1. General

Reference should be made to Sub-Clause 13.6 of the Conditions of Contract. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for daywork shall be carried forward as a provisional sum to the Summary of Bill Amounts. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

### 2.2. Daywork Labour

In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by him in Daywork Schedule I, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:

- (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with the laws of the Republic of the Philippines.

- (b) The additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing.

### **2.3. Daywork Materials**

The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in Daywork Schedule II, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

- (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site.
- (b) the additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under (a) above.
- (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Contractor's Equipment in this schedule.

### **2.4. Daywork Contractor's Equipment**

The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by him in Daywork Schedule III. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour.

In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

## **3. ALTERATIONS TO BILL OF QUANTITIES**

Other than to take account of any Addendum, the Contractor shall not alter or otherwise qualify the printed text of the Bill of Quantities.

## **BILL OF QUANTITIES**

**BILL No. 1 - PRELIMINARY AND GENERAL**

Item No.	Description	Unit	Quantity	Unit Rates				Amounts			
				Peso	Yen	VAT	Total (Peso)	Peso	Yen	VAT	Total (Peso)
1.10/1	Mobilization and demobilization	LS	1								
1.11/1	Survey of ground profiles	LS	1								
1.13/1	Foundation investigation	m	400								
1.15/1	Traffic Management Plan	LS	1								
1.15/2	Implementation and operation of traffic management plan	mo	36								
1.16/1	Quality Management Plan	LS	1								
1.16/2	Implementation and operation of quality management plan	mo	36								
1.16/3	Provisional of laboratory equipment for Employer	LS	1								
1.17/1	Programming and reporting	LS	1								
1.18/1	Health and Safety Plan	LS	1								
1.18/2	Implementation and operation of health and safety plan	mo	36								
1.20/1	Progress photographs	mo	36								
1.22/1	Provision of office for Employer's Personnel	LS	1								
1.22/2	Maintenance of office for Employer's Personnel	mo	36								
1.23/4	Maintain Type A transportation item	mo	180								
1.23/5	Maintain Type B transportation item	mo	108								
1.23/6	Maintain Type C transportation item	mo	36								
1.24/1	Commemorative panels	no	6								
1.25/1	Site clean up	LS	1								
<b>SUB-TOTALS CARRIED TO SUMMARY</b>											

**BILL No. 2 - ENVIRONMENTAL**

Item No.	Description	Unit	Quantity	Unit Rates				Amounts			
				Peso	Yen	VAT	Total (Peso)	Peso	Yen	VAT	Total (Peso)
2.1/1	Contractor's environmental management	LS	1								
2.14/1	Testing of dredged materials	LS	1								
<b>SUB-TOTALS CARRIED TO SUMMARY</b>											





**BILL No. 5 - CONCRETE**

Item No.	Description	Unit	Quantity	Unit Rates				Amounts			
				Peso	Yen	VAT	Total (Peso)	Peso	Yen	VAT	Total (Peso)
5.11/1	Reinforcement Grade 275	t	228								
5.16/1	Precast concrete manhole and junction box covers	m <sup>3</sup>	11								
5.16/2	Precast concrete U-ditch covers	m <sup>3</sup>	22								
5.22/1	Concrete in manholes, junction boxes and outlets	m <sup>3</sup>	230								
5.22/2	Concrete for pipe bedding	m <sup>3</sup>	12								
5.22/3	Concrete in box culverts	m <sup>3</sup>	354								
5.22/4	Concrete in sheet pile copings	m <sup>3</sup>	1,031								
5.22/6	Concrete in parapet walls PW Type 1	m <sup>3</sup>	360								
5.22/15	Filler concrete (Class B)	m <sup>3</sup>	734								
5.22/16	Concrete in U-ditches	m <sup>3</sup>	317								
5.22/18	Concrete in gravity wall	m <sup>3</sup>	219								
5.22/19	Concrete revetment	m <sup>3</sup>	12								
5.22/20	Concrete in base type A for concrete block retaining wall	m <sup>3</sup>	153								
5.22/21	Concrete in base type B for concrete block retaining wall	m <sup>3</sup>	101								
5.22/22	Concrete in partition for concrete block retaining wall	m <sup>3</sup>	30								
5.22/23	Backfill concrete for concrete block retaining wall	m <sup>3</sup>	361								
5.22/24	Top concrete for concrete block retaining wall	m <sup>3</sup>	111								
5.22/25	Concrete in stair block	m <sup>3</sup>	63								
5.22/26	Concrete in boundary wall	m <sup>3</sup>	528								
5.22/27	Concrete in sluice structures	m <sup>3</sup>	586								
5.22/28	Concrete in drainage outlet structure at Laguna backfill area	m <sup>3</sup>	117								
5.23/1	Levelling concrete	m <sup>3</sup>	300								
<b>SUB-TOTALS CARRIED TO SUMMARY</b>											

**BILL No. 6 - PILING**

Item No.	Description	Unit	Quantity	Unit Rates				Amounts			
				Peso	Yen	VAT	Total (Peso)	Peso	Yen	VAT	Total (Peso)
6.4/1	Type IIIw U-shape	m	113								
6.4/5	Type10H Hat-shape	m	2,194								
6.4/6	Type 10H Hat-shape with flexible joint	m	254								
6.4/19	Type 25H Hat-shape	m	19,808								
6.4/20	Type 25H Hat-shape with flexible joint	m	184								
6.4/25	Extra-over cost of installing sheet piles beneath bridges and HV cables	m	788								
<b>SUB-TOTALS CARRIED TO SUMMARY</b>											

**BILL No. 7 - PROTECTION WORKS**

Item No.	Description	Unit	Quantity	Unit Rates				Amounts			
				Peso	Yen	VAT	Total (Peso)	Peso	Yen	VAT	Total (Peso)
7.5/1	Gravel bedding and backfill	m <sup>3</sup>	2,924								
7.8/1	Gabion mattresses	m <sup>3</sup>	1,130								
7.10/1	Precast concrete block retaining wall	m <sup>2</sup>	2,865								
7.11/1	Grass sodding	m <sup>2</sup>	5,980								
7.15/1	Protection of existing bridge foundations	m <sup>3</sup>	4,329								
<b>SUB-TOTALS CARRIED TO SUMMARY</b>											

**BILL No. 8 - DRAINAGE**

Item No.	Description	Unit	Quantity	Unit Rates				Amounts			
				Peso	Yen	VAT	Total (Peso)	Peso	Yen	VAT	Total (Peso)
8.4/6	Reinforced concrete pipe - 910 mm dia.	lm	739								
8.4/7	Reinforced concrete pipe - 1070 mm dia.	lm	8								
8.6/3	Rectangular aluminium flap gate 1000 x 1000	no	1								
8.6/4	Rectangular aluminium flap gate 1200 x 1200	no	3								
8.6/5	Rectangular aluminium flap gate 1400 x 1400	no	2								
8.6/6	Rectangular aluminium flap gate 1500 x 1500	no	2								
8.6/7	Rectangular aluminium flap gate 1600 x 1600	no	1								
8.6/8	Rectangular aluminium flap gate 2000 x 1600	no	1								
<b>SUB-TOTALS CARRIED TO SUMMARY</b>											

**BILL No. 9 - ROADWORKS**

Item No.	Description	Unit	Quantity	Unit Rates				Amounts			
				Peso	Yen	VAT	Total (Peso)	Peso	Yen	VAT	Total (Peso)
9.6/1	Base course	m <sup>3</sup>	1,173								
9.8/1	Bituminous concrete surface course	m <sup>2</sup>	5,870								
<b>SUB-TOTALS CARRIED TO SUMMARY</b>											

**BILL No. 11 - STRUCTURAL AND MISCELLANEOUS METALWORK**

Item No.	Description	Unit	Quantity	Unit Rates				Amounts			
				Peso	Yen	VAT	Total (Peso)	Peso	Yen	VAT	Total (Peso)
11.10/1	Trash screen 1400 x 1400	no	1								
11.10/2	Trash screen 1600 x 1600	no	1								
11.10/3	Trash screen 1800 x 1800	no	2								
11.10/4	Trash screen 1900 x 1900	no	2								
11.10/5	Trash screen 2000 x 2000	no	1								
11.10/6	Trash screen 2400 x 2000	no	1								
11.10/7	Trash screen 3100 x 1600	no	1								
<b>SUB-TOTALS CARRIED TO SUMMARY</b>											

**BILL No. 15 - MISCELLANEOUS WORKS**

Item No.	Description	Unit	Quantity	Unit Rates				Amounts			
				Peso	Yen	VAT	Total (Peso)	Peso	Yen	VAT	Total (Peso)
15.3/4	Concrete railing - Type 4	no	328								
15.8/1	Boundary markers	no	71								
<b>SUB-TOTALS CARRIED TO SUMMARY</b>											

## **TECHNICAL PROPOSAL**

Site Organization  
Method Statements  
Mobilization Schedule  
Construction Schedule  
Safety Plan  
Form PER – 1: Proposed Personnel  
Form PER – 2: Resume of Proposed Personnel  
Form EQU: Equipment  
Proposed Sources of Materials  
Proposed Subcontractors  
Traffic Management

## **SITE ORGANIZATION**

*The Bidder shall attach the following:*

- *An organization chart indicating the relationship between the Bidder's head office(s) and site office and between key site staff.*
- *A description of the relationship between the head office(s) and site office, indicating clearly the authority to be delegated to site management.*
- *A description of the relationship between joint venture members (if applicable).*

## **METHOD STATEMENTS**

*The Bidder shall attach the following details:*

- *Details of Temporary Works.*
- *Method statements for the construction of the major items of work.*

## **MOBILIZATION SCHEDULE**

*The Bidder shall attach a schedule showing the dates of mobilization of major equipment items.*

## **CONSTRUCTION SCHEDULE**

*The Bidder shall attach a schedule showing the duration of each of the various major construction activities.*

*The schedule shall be based on network logic diagrams showing all major construction activities and logic relationships between activities.*



## **SAFETY PLAN**

*The Bidder shall attach an outline of the proposed health and safety plan.*

**FORM PER – 1: PROPOSED PERSONNEL**

*The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria. The data on their experience shall be supplied using the Form below for each candidate.*

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

If a proposed person is an employee of the Bidder and is working on another project at the time of bidding, the Bidder shall include a certification that either the proposed person will be made available for this Contract in the event that the Bidder is successful with its bid or that the proposed person will be replaced with a person of equal or better qualifications and experience.

If a proposed person is not an employee of the Bidder, the Bidder shall include a certification from that person stating that he/she will be available for this Contract in the event that the Bidder is successful with its bid.

*\*As listed in Section III.*

**FORM PER – 2: RESUME OF PROPOSED PERSONNEL**

Position	
Personnel information	Name of candidate
	Date of birth
Professional qualifications	
Present employment	Name of employer
	Address of employer
	Contact name (Manager /Personnel Officer)
	Telephone
	Fax/E-mail
Job title	Years with present employer

*Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.*

From	To	Company / Project / Position / Relevant technical and management experience

**FORM EQU: EQUIPMENT**

*The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.*

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

*Omit the following information for equipment owned by the Bidder.*

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Email
Agreements	Details of rental / lease / manufacture agreements specific to the project	

**PROPOSED SOURCES OF MATERIALS**

*The Bidder shall provide details of the source of major materials to be used in the Works.*

Material	Name and Location of Supplier	Country of Origin	% of Bid Price, excluding Provisional Sums

**PROPOSED SUBCONTRACTORS**

*The Bidder shall provide details of the work proposed to be subcontracted.*

*A separate sheet shall be submitted for each proposed subcontractor.*

*Notwithstanding such information, the Bidder, if awarded the Contract, shall remain entirely and solely responsible for gaining approval to use such subcontractors and for the satisfactory completion of the Works.*

Name of subcontractor:
Address:
PCAB License No. _____ (attach a copy of the License)
Section or item of work to be subcontracted:
Value of work to be subcontracted:
<u>Past experience of subcontractor:</u>  Project name:  Location:  Owner’s name:  Year started/completed:  Value of work done by subcontractor:  Description of work done by subcontractor:

## **TRAFFIC MANAGEMENT**

*The Bidder shall attach a Traffic Management Plan outline.*

#### **BIDDERS QUALIFICATION FOLLOWING PREQUALIFICATION**

*Bidders shall update the information given during the corresponding prequalification exercise to demonstrate that they continue to meet the criteria used at the time of prequalification regarding:*

- (a) Eligibility*
- (b) Pending Litigation*
- (c) Financial Situation*

*For this purpose, Bidders shall use the relevant forms included in this Section.*



**FORM ELI – 1: BIDDER INFORMATION SHEET**

Bidder Information	
Bidder’s legal name	
In case of JVA, legal name of each partner	
Bidder’s country of constitution	
Bidder’s year of constitution	
Bidder’s legal address in country of constitution	
Bidder’s authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <ol style="list-style-type: none"> <li>1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</li> <li>2. Authorization to represent the firm or JVA named in above, in accordance with ITB 20.2.</li> <li>3. In case of JVA, letter of intent to form JVA or JVA agreement, in accordance with ITB 4.1.</li> </ol>	

**FORM ELI – 2: JVA INFORMATION SHEET**

*Each member of a JVA must fill in this form*

JVA / Specialist Subcontractor Information	
Bidder's legal name	
JVA Partner's or Subcontractor's legal name	
JVA Partner's or Subcontractor's country of constitution	
JVA Partner's or Subcontractor's year of constitution	
JVA Partner's or Subcontractor's legal address in country of constitution	
JVA Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents: 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm named above, in accordance with ITB 20.2.	

**FORM CON: HISTORICAL CONTRACT NON-PERFORMANCE**

Each Bidder or member of a JVA must fill in this form.

<b>Non-Performing Contracts</b>			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Criteria 2.2.1 of Section III, Evaluation and Qualification Criteria.			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Criteria 2.2.1 of Section III, Evaluation and Qualification Criteria.			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

<b>Pending Litigation</b>			
<input type="checkbox"/> No pending litigation in accordance with Criteria 2.2.2 of Section III, Evaluation and Qualification Criteria.			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.2.2 of Section III, Evaluation and Qualification Criteria.			
Year	Amount in dispute (currency)	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

**FORM FIN – 1: FINANCIAL SITUATION**

*Each Bidder or member of a JVA must fill in this form*

**Financial Data for Previous 5 Years [US\$ Equivalent]**

Year 1	Year 2	Year 3	Year 4	Year 5
_____	_____	_____	_____	_____

**Information from Balance Sheet**

Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					

**Information from Income Statement**

Total Revenues					
Profits Before Taxes					
Profits After Taxes					

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions:

- All such documents reflect the financial situation of the Bidder or partner to a JVA, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.

Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**FORM FIN – 2: AVERAGE ANNUAL CONSTRUCTION TURNOVER**

*Each Bidder or member of a JVA must fill in this form*

Annual Turnover Data for the Last 5 Years (Construction only)			
Year	Amount Currency	Exchange Rate	US\$ Equivalent
Average Annual Construction Turnover			

The information supplied should be the Annual Turnover of the Bidder or each member of a JVA in terms of the amounts billed to clients for each year for work in progress or completed, converted to US\$ at the rate of exchange at the end of the period reported.

**FORM FIN – 3: FINANCIAL RESOURCES**

*Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.*

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1		
2		
3		

**FORM FIN – 4: CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**

*Bidders and each partner to a JVA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.*

Current Contract Commitments					
No.	Name of Contract	Employer’s Contact Address, Tel, Fax	Value of Outstanding Work [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1					
2					
3					
4					
5					

**FORM FIN – 5: ACKNOWLEDGMENT OF COMPLIANCE WITH GUIDELINES FOR  
 PROCUREMENT UNDER JAPANESE ODA LOANS**

- A) I, \_\_\_\_\_ [*insert name and position of authorized signatory*], duly authorized by [*insert name of Bidder/partner of joint venture or association (“JVA”)*] (hereinafter referred to as “Bidder”) hereby certify on behalf of the Bidder and myself that information provided in the Bid submitted by the Bidder for \_\_\_\_\_ [*insert Loan No and name of the Project*] is true, correct and accurate to the best of my knowledge and belief. I further certify that on behalf of the Bidder that:
- (i) the Bid has been prepared and submitted in compliance with the terms and conditions set forth in Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as “Guidelines”); and
  - (ii) the Bidder has not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.
- B) I certify that neither the Bidder nor any subcontractor, or expert nominated by the Bidder in the Bid has been sanctioned by any development assistance organizations\*.
- C) I further certify on behalf of the Bidder that, if selected to undertake services in connection with the Project, we shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

\_\_\_\_\_  
 Authorized Signatory

For and on behalf of the Bidder

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

\* If the Bidder or any subcontractor or expert nominated by the Bidder has once been or once constituted a corrupt, fraudulent, or coercive practice and has been sanctioned by any development assistance organizations in the past five years, it shall modify the Clause B) accordingly and shall provide the following information;

- (a) The name of the organization which sanctioned the Bidder or subcontractor or JVA partner, or expert nominated by the Bidder.
- (b) The period of the sanction.



**FORM OF BID SECURITY**

**FORM OF BID SECURITY**

(Bank Guarantee)

**Beneficiary:** The Secretary  
 Department of Public Works and Highways  
 Manila, Philippines

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

**BID GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted or will submit to you its bid (hereinafter called "the Bid") for the execution of construction of Pasig-Marikina River Channel Improvement Project (Phase III) - Contract Package No. 2 under the Loan Agreement No. PH-P252 ("the L/A").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_, as Guarantor, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in its Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Bidder; or
- (b) having been notified of the acceptance of its Bid by you during the Bid Validity Period or any extension thereto, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB").

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

\_\_\_\_\_  
 Signature(s)

**AFFIDAVIT OF DISCLOSURE OF NO RELATIONSHIP**

**AFFIDAVIT OF DISCLOSURE OF NO RELATIONSHIP**

I, *[name of the affiant]*, *[state nationality]*, of legal age, *[state status]*, residing at \_\_\_\_\_ after being sworn in accordance with law, do hereby depose and say:

1. I am the authorized representative of *[name of Bidder]* with office address at \_\_\_\_\_ *[address]*.
2. That the firm/partnership/joint venture/corporation, or any of its officers, directors, controlling stockholders and members that I represent for the bidding of \_\_\_\_\_ *[name of Contract]*, is not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity or to any of its officers or employees having direct access to information that may substantially affect the result of the bidding, such as, but not limited to, members of the BAC, CPO or Secretariat, the members of the Project Management Office/Implementing Unit and the designers of the project.
3. That I am making this statement in compliance with Section 47 of the Implementing Rules and Regulations Part A of Republic Act 9184, and in accordance with the requirements of the DPWH-BAC.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the City of \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Affiant

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Notary Public

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

**SECTION V**

**LIST OF ELIGIBLE COUNTRIES FOR JAPANESE ODA LOANS**

**LIST OF ELIGIBLE COUNTRIES FOR JAPANESE ODA LOANS**

The prime contractor must be of Japanese nationality.

Where the contractor is a joint venture:

- lead partner must be of Japanese nationality;
- other partners may be either of Japanese or Republic of the Philippines nationality;
- the total share of the work of Japanese partners must be more than 50% of the contract amount.

Approved subcontractors may be from all countries and areas.

The total cost of goods and services procured from Japan must be not less than 30% of the total contract amount. In this regard, goods procured from eligible local manufacturing company(ies) invested in by Japanese companies will qualify as Japanese origin if the company(ies) satisfy(ies) the following conditions:

- (a) they are incorporated and registered in the Republic of the Philippines and actually conduct their business there;
- (b) not less than 10% of their shares are held by a single Japanese company; and
- (c) the proportion of shares held by the Japanese company mentioned in (b) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country.

Further, goods procured from eligible development partners' manufacturing company(ies) invested in by Japanese companies will qualify as Japanese origin if the company(ies) satisfy(ies) the following conditions:

- (d) they are incorporated and registered in a country or area on DAC List of ODA Recipients effective at the time of conclusion of the Loan Agreement and which have their appropriate facilities for producing or providing the goods and services in the country or area and actually conduct their business there;
- (e) not less than one-third of their shares are held by a single Japanese company; and
- (f) the proportion of shares held by the Japanese company mentioned in (e) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (e) above) is the same as or greater than that of the shares held by any company of a third country.