



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
MARITIME INDUSTRY AUTHORITY

PHILIPPINE BIDDING DOCUMENTS

REPAIR, WATERPROOFING AND REPAINTING OF THE FACADE (CONCRETE AND GLASS PANEL) OF THE MARINA CENTRAL OFFICE BUILDING

Government of the Republic of the Philippines

PUBLIC BIDDING NO. 2024-03

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Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
MARITIME INDUSTRY AUTHORITY

Invitation to Bid

Repair, Waterproofing and Repainting of the Facade (Concrete and Glass Panel) of the MARINA Central Office Building

1. The MARITIME INDUSTRY AUTHORITY, through the Republic Act No. 11975 also known as the General Appropriations Act FY 2024 intends to apply the sum of **Six Million Five Hundred Thousand Pesos (Php 6,500,000.00)**, inclusive of all applicable government taxes and permits required for this project, being the Approved Budget for the Contract (ABC) to payments under the contract for the Repair, Waterproofing and Repainting of the Facade (Concrete and Glass Panel) of the MARINA Central Office Building per Public Bidding No. 2024-03. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The MARITIME INDUSTRY AUTHORITY now invites bids for the above Procurement Project. Completion of the Works is required within twelve (12) months, reckoned from fifteen (15) calendar days upon receipt by the contractor of the Notice to Proceed. Bidders should have completed, within one (1) year preceding the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the Updated 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Prospective Bidders may obtain further information from MARITIME INDUSTRY AUTHORITY and inspect the Bidding Documents at the address given below from 9:00 AM to 4:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address given below on July 2 to 26, 2024 in the amount of **Ten Thousand Pesos (Php10,000.00)**. It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and at www.marina.gov.ph. Proof of payment shall be presented prior to submission of Bids.
6. The MARITIME INDUSTRY AUTHORITY will hold a Pre-Bid Conference at the address given below on July 11, 2024, and through video conferencing via zoom, which shall be open to prospective bidders and can be access using the following:

Join Zoom Meeting

<https://us06web.zoom.us/j/87188214390?pwd=KN12grPATgLYernsUcoW1xbxLvcl7b.1>

Meeting ID: 871 8821 4390

Passcode: MARINAbac

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before July 26, 2024, 11:00 A.M. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on July 26, 2024, 1:30 P.M. Bids will be opened in the presence of the Bidders' limited to only one representative, who choose to attend at the address given below. Late bids shall not be accepted.
10. The Schedule of Bidding Activities shall be as follows:

ACTIVITIES	DATE/TIME	VENUE
1. Posting of Bid Documents	July 2 to 9, 2024	PhilGEPS and MARINA Website and Premises
2. Sale and Issuance of Bid Documents	July 2 to 26, 2024 (9:00 A.M. to 4:00 P.M. except on July 26, 2024 which will be until 10:00 A.M.)	10th floor MARINA Building
3. Pre-bid Conference	July 11, 2024 2:00 P.M.	MARINA Central Office, Port Area, Manila and via zoom
4. Receipt of Requests for Interpretation from the Bidders	July 12 to 15, 2024	via email : bacsec@marina.gov.ph
5. Issuance/Posting of Supplemental/Bid Bulletin, if any	July 16 to 19, 2024	PhilGEPS and MARINA website
6. Deadline of Submission of Bids	July 26, 2024 11:00 A.M.	MARINA Central Office, Port Area, Manila
7. Opening of Bid Documents	July 26, 2024 1:30 P.M.	MARINA Central Office, Port Area, Manila and via zoom

11. The MARITIME INDUSTRY AUTHORITY reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to

contract award in accordance with Sections 35.6 and 41 of the Updated 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

Bids and Awards Committee
10th floor MARINA Building, Bonifacio Drive corner 20th Street
Port Area (South), Manila, 1018
bacsec@marina.gov.ph
(02) 8523-2950

13. You may visit the following websites:

For downloading of Bidding Documents:

www.marina.gov.ph

<https://www.philgeps.gov.ph>

Sgd.

Atty. MARIA ROWENA B. HUBILLA

Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, MARITIME INDUSTRY AUTHORITY (MARINA) invites Bids for the Repair, Waterproofing and Repainting of the Facade (concrete and Glass Panel) of the MARINA Central Office Building, with identification number Public Bidding No. 2024-03.

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

2. Funding Information

2.1. The Government of the Philippines (GOP) through the source of funding as indicated below in the amount of Six Million Five Hundred Thousand Pesos (P 6,500,000.00), inclusive of all applicable government taxes and permits required for this project.

2.2. The source of funding is through the authorized appropriations under the Republic Act No. 11975 also known as the General Appropriations Act FY 2024.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its Updated 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “I” of the Updated 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of the Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Works.
- 7.1. The Service Provider may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the Updated 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or en-user unit.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, 10th floor MARINA Building, Bonifacio Drive corner 20th Street, Port Area (South), Manila, 1018 and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the Updated 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until one hundred twenty (120) days from the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of Updated 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the Updated 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause							
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <ul style="list-style-type: none"> ● To address the situation and avoid further building damage and possible injuries if the said cracks and leaks are not attended to immediately; ● The MARINA intends to procure a qualified/professional service provider contractor that can provide manpower, equipment, supplies, materials, and technical expertise for the repair, waterproofing and repainting of the MARINA Building Facade; ● Site development/rehabilitation that conforms to safety standards and engineering equipment; and ● Supply of Labor, Materials, Supervision and other Consumables for the Repair, Waterproofing and Repainting Works of the Facade of the MARINA Building all in accordance with the specification and subject to the terms and conditions of the contract. 						
7.1	<p>The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.</p> <p>The Procuring Entity has prescribed that:</p> <p style="margin-left: 40px;">a. Subcontracting is allowed. The portions of the Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed twenty percent (20%) of the contracted Works.</p>						
10.3	<p>The required Philippine Contractors Accreditation Board (PCAB) license for this contract is as follows:</p> <p style="margin-left: 40px;">a. License Classification: B b. License Category: B</p>						
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Key Personnel</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>General Experience</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td colspan="3"> <p>Prospective bidders shall acquire/submit the following requirements/documents stated below:</p> <ul style="list-style-type: none"> a. Minimum two (2) years in the architectural design and construction industry; b. Have sufficient qualified personnel, equipment, and materials to address all MARINA's issues/concerns effectively (Lists of personnel/licenses if applicable have to be submitted to MARINA); c. Service provider must submit a Client Satisfaction Rating as proof of satisfactorily providing a similar service with another government agency or private entity within one (1) year preceding the submission of the quotation; d. The Contractor shall assign full-time personnel as Project-In-Charge (PIC) for the project to supervise the works mentioned herein. The PIC shall be certified and designated for the project by the Contractor. Said </td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	<p>Prospective bidders shall acquire/submit the following requirements/documents stated below:</p> <ul style="list-style-type: none"> a. Minimum two (2) years in the architectural design and construction industry; b. Have sufficient qualified personnel, equipment, and materials to address all MARINA's issues/concerns effectively (Lists of personnel/licenses if applicable have to be submitted to MARINA); c. Service provider must submit a Client Satisfaction Rating as proof of satisfactorily providing a similar service with another government agency or private entity within one (1) year preceding the submission of the quotation; d. The Contractor shall assign full-time personnel as Project-In-Charge (PIC) for the project to supervise the works mentioned herein. The PIC shall be certified and designated for the project by the Contractor. Said 		
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<p>Prospective bidders shall acquire/submit the following requirements/documents stated below:</p> <ul style="list-style-type: none"> a. Minimum two (2) years in the architectural design and construction industry; b. Have sufficient qualified personnel, equipment, and materials to address all MARINA's issues/concerns effectively (Lists of personnel/licenses if applicable have to be submitted to MARINA); c. Service provider must submit a Client Satisfaction Rating as proof of satisfactorily providing a similar service with another government agency or private entity within one (1) year preceding the submission of the quotation; d. The Contractor shall assign full-time personnel as Project-In-Charge (PIC) for the project to supervise the works mentioned herein. The PIC shall be certified and designated for the project by the Contractor. Said 							

	<p>PIC must be the one to report on a weekly/monthly basis of the status/progress of the project as agreed during the kick-off meeting and shall be the one responsible for all coordination works with the Director of Management, Financial and Administrative Service (MFAS) through the Building Maintenance Section.</p>
<p>10.5</p>	<p>The minimum major equipment requirements are the following:</p> <p><u>Equipment Capacity Number of Units</u></p> <p>a. The Contractor shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. He/She shall provide/equip its workers with Personal Protective Equipment (PPE) during the course of construction/installation. He/She shall observe the MARINA's house regulations to be issued together with the Work Permit.</p>
<p>12</p>	<p>SCOPE OF SERVICE</p> <p>The CONTRACTOR shall undertake the works implementation of the "Supply of Labor, Materials, Supervision and other Consumables for the Repair, Waterproofing and Repainting Works of the Façade of the MARINA Building, all in accordance with the specification and subject to the terms and conditions of the contract.</p> <p>I. Mobilization and Provision of Temporary Facilities</p> <p>a. The CONTRACTOR shall provide safety signage/early warning signs visible at the job site, i.e. list of signage with pictures;</p> <p>b. The CONTRACTOR shall make available Protective Gears for its Workers, i.e. list of protective gears with pictures;</p> <p>c. Temporary Facilities shall be of a design and materials acceptable to MARINA;</p> <p>d. The CONTRACTOR shall provide suitable portable toilet facilities at approved locations with proper enclosures for the use of workmen, and shall maintain the same in sanitary operable conditions, all in conformity with the local regulations;</p> <p>e. The CONTRACTOR shall provide such other temporary buildings as may be required for the use of his/her workers and safe storage of tools and materials. Such structures shall be located only where previously approved.</p> <p>f. MARINA shall provide for a temporary power facility required for the entire waterproofing works phase. The CONTRACTOR shall provide conduits, wires, connection accessories, and labor.</p> <p>g. MARINA shall provide a temporary water facility that will be used during the entire waterproofing works stage.</p>

- h. The CONTRACTOR shall install, operate, and maintain an adequate number of temporary hoists, scaffolds, runways, ladders, and the like as required for the proper execution of the work. Safety precautions shall at all times be observed.

All temporary services and facilities installed by the CONTRACTOR shall be removed by the CONTRACTOR on completion of this contract or as directed by MARINA. The CONTRACTOR shall restore any damage, or alteration, caused by such removal and during the project implementation.

II. Surface Preparation

- a. Remove and dispose of existing concrete topping, glass panel sealant as well as old waterproofing materials.
- b. Prepare concrete base at the roof deck to include the correction of slope to drain and restoration of damaged surface. Provide a minimum pitch of 1:100 to satisfactorily drain rainwater freely into the drainage lines, gutters, and downspouts.
- c. Clean/prepare glass panel surface and horizontal and vertical concrete surfaces until said surfaces are smoothly finished, fully cured, dry clean, and free of rubbish, loose, or foreign materials.
- d. Prepared surfaces shall be cured and allow the surface to actually set within 5 days.
- e. When there is reasonable doubt as to the presence of moisture in the surface to be applied with a membrane, expose the same directly to sunlight for another 2 days or heat all suspected areas using a blow torch.
- f. Haul and dispose of debris properly and place it in designated areas provided by MARINA.

III. Concrete Repair

- a. Repairs/Seal cracks on concrete, cold joints, construction, and expansion joints.
- b. For thin hairline cracks: cracks (0.25 mm or under) shall not be opened or cut but the cracks shall be cleaned, filed, and sealed with epoxy grout by using a stiff brush, trowel, or putty knife.
- c. For large cracks and voids: cracks shall be routed out along their entire length (to a depth not less than 6.35 mm and a width of 9.5 mm) and cleaned groove by vacuuming or blowing off all dust and loose particles and primed with pure epoxy-resin binder adhesive to ensure a weld bond after which the epoxy mortar shall be applied with a trowel or putty knife flush with the adjoining surface.
- d. In case of deep cracks and cleavage: where the size of the opening permits, the cracks shall be filled with epoxy grout by pumping epoxy resin mix under pressure into cracks, allowed to harden, and then the surface coated with epoxy mortar.

- e. Inspect all areas to be waterproofed.
- f. Certify if areas are free from any structural defect and therefore ready for waterproofing installation.

IV. Waterproofing Installation

- a. Bidders may propose and adopt other types and methodologies as long as they fulfill the obligations in the contract which is to fully waterproof the entire areas subject to be waterproofed so that leaks and seepages are prevented.
- b. Prepare surface/substrate glass panel/slab. The application of the waterproofing material will require MARINA or its authorized representative's formal approval before application.
- c. Construction and expansion joints should be double covered with the strip of the same graded waterproofing material about root wide centered on the axis on the corner or joint.
- d. Install waterproofing material as indicated and in accordance with the respective manufacturer's application/installation instructions and recommendations or in accordance with Department of Public Works and Highways Department Order No. 110, Series of 2017, DWH Standard Specification for Item 1016 - Waterproofing.
- e. If crystalline waterproofing will be applied, the concrete surface to be treated must be clean and free of laitance, dirt, film, paint, coatings, or other foreign matter and rout out cracks, faulty construction joints, and other structural defects to a depth of 1.5 inches (37 mm) and a width of one inch (25 mm).
- f. If the preformed or built-up bituminous membrane method is applied, it should be smooth and free from irregularities which may destroy the integrity of the membrane with 2-inch minimum overlaps on all sheet joints. Bond all overlaps using appropriate bonding material. The membrane should conform to the number of ply size and shape of the surface area covered. Seal membrane edges with appropriate sealing materials.
- g. If liquid membrane waterproofing will be applied, it should be sound and cured without the use of a curing compound. It should not be applied unless the ambient temperature is 4.44 Centigrade or higher and should not proceed during inclement weather conditions.
 - g.1. For Drains: extend waterproofing material down the drains at about 2 inches in length.
 - g.2. For Pipe Embedded through Slab: treat area or extend waterproofing material around the embedded pipe.
 - g.3. For Horizontal Surface: extend waterproofing material to about 12 inches high from the slab if terminated to adjoining walls.
 - g.4. Remove the layer of waterproofing materials exposed to moisture and repeat the procedure until completion of the process.

V. LEAK TESTING

- a. Leak testing the waterproof areas with pressurized water to determine any leakage or detection on the materials used and/or workmanship.
- b. Repeat the waterproofing installation procedures if leaks manifest.

VI. CONCRETE TOPPING

- a. Provide concrete cement topping of at least 50 mm thick with GA #10 welded wire mesh (size: 6" x 6" square mesh opening) where protective covering has been applied.
- b. Apply finishing topping. Ensure proper sloping on surfaces (about 2.0%) enough to drain water freely into drain lines, gutter, and downspouts to prevent water ponding.

VII. INSPECTION AND TEST

- a. The CONTRACTOR shall permit and facilitate inspection of the work by the MARINA or its authorized representative, and the public authorities having jurisdiction at all times during the progress of the work.
- b. The CONTRACTOR will be responsible for all the test and engineering services required by the Specifications. The cost for inspection or tests not required by the specification but which the MARINA requires will be borne by the MARINA.
- c. The CONTRACTOR shall furnish the MARINA with 2 copies of the test procedures used.

VIII. PUNCHLIST, FINAL WATER TESTING, CLEANING, CLEARING AND TURNOVER

- a. Correct all noted punch lists, defects, and/or needed replacements identified and observed.
- b. Conduct final water testing of all areas for the duration of 2 days.
- c. Restore to its original condition any facilities and fixtures that have been damaged due to waterproofing works and accidents arising during implementation, if any.
- d. Replacement of existing brass strainers and restoration of missing brass strainers with a new dome-type strainer.
- e. Clean, and clear the area, and haul and disposal of debris properly before turn-over.
- f. Demobilize and turn over the entire project for acceptance of MARINA or its authorized representative.

COORDINATION

	<p>The Management, Financial, and Administrative Services (MFAS) through the Building Maintenance Section shall monitor and coordinate with the contractor during the phasing of the project and post-project matters.</p>
<p>15</p>	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than than Php 130,000.00 (two percent (2%) of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than Php 325,000.00 (five percent (5%) of ABC) if bid security is in Surety Bond.
<p>16</p>	<p>Each Bidder shall submit hard copy of the bid requirements in one (1) big envelope, in this template:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">TO: THE BIDS AND AWARDS COMMITTEE MARITIME INDUSTRY AUTHORITY - CENTRAL OFFICE</p> <p>FROM: _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS _____ : (Address of Bidder in Capital Letters)</p> <p>PROJECT _____ BID REF: _____ : (In Capital Letters, Indicate the Phrase)</p> <p style="text-align: center;">DO NOT OPEN BEFORE _____ (Date and Time for the opening of bids)</p> </div> <p>Filling-out instructions:</p> <ul style="list-style-type: none"> a) Be addressed to the Procuring Entity's BAC; b) Bear the name and address of the Bidder in CAPITAL LETTERS; c) Bear the Name and Bid Ref. No. of the Project; and d) Contain the name of the project to be bid in CAPITAL LETTERS Bear the warning "DO NOT OPEN BEFORE (Date and time of the opening of bids)"

	<p>Inside the one (1) big sealed envelope shall contain two (2) sets of sealed envelopes:</p> <ol style="list-style-type: none"> 1. One of the envelopes must contain one original and two copies of eligibility and technical documents duly marked as “original”, “copy 1” and “copy 2”. <p>Further, there shall be additional two (2) envelopes, each containing the following:</p> <ol style="list-style-type: none"> a. The bidders must have no pending case within the last two (2) year from the date of bidding supported by an original certificate from DOLE; and b. Must have verifiable satisfaction performance records from at least three (3) government agencies or private corporations, with whom the contractor has ongoing or complete contracts for the past five (5) years. <ol style="list-style-type: none"> 2. The other envelope must contain one original and two copies of the Financial Bid Form duly marked as “original”, “copy 1”, and “copy 2”.
20	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following:</p> <ol style="list-style-type: none"> a. DTI Business Registration or SEC Certificate b. Latest Income/Business Tax Return c. Omnibus Sworn Statement <ol style="list-style-type: none"> c.1. To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship). c.2. To attach duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable if representing a Partnership, Corporation, Cooperative, or Joint venture). d. Philippine Contractors Accreditation Board (PCAB). e. Copy of Certificate of Completion or Certificate of Acceptance of the Single Largest Completed Contract (SLCC) and completed contracts
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its Updated 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the Updated 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the Updated 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the Updated 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the Updated 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex “E” of the Updated 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

14. Operating and Maintenance Manuals

14.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the SCC.

14.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the SCC from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	The target number of days to complete the project is Twelve (12) Months, reckoned from fifteen (15) calendar days upon receipt by the contractor of the Notice to Proceed (NTP).
4.1	<p>The project duration covering the repair waterproofing and repainting works of the façade shall be for a period of twelve (12) months;</p> <p>The CONTRACTOR shall submit a Gantt Chart of the proposed Work Plan that indicates a detailed schedule of activities to be accomplished in the following segment of the project:</p> <p>a. Phase I Repair, Waterproofing and repainting of 10th to 12th floor</p> <p>b. Phase II Repair, Waterproofing and repainting of 7th to 9th floor</p> <p>c. Phase III Repair, Waterproofing and repainting of 6th to 4th floor</p> <p>d. Phase IV Repair, Waterproofing and repainting of Basement to 3rd floor</p> <p>The coverage from mobilization to demobilization should not extend beyond the deliverable dates, unless approved in writing by MARINA upon the written request of the CONTRACTOR.</p>
6	<p>a. The principal features of the work do not in any way limit the responsibilities of the CONTRACTOR to the general description of his/her scope of work He/she shall perform all the work fully and make it operational to the intent of the project.</p> <p>b. The CONTRACTOR shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.</p> <p>c. The CONTRACTOR shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. He/she shall provide/equip its workers with Personal Protective Equipment (PPE) during the course of construction/installation. He/she shall observe the MARINA's house regulations to be issued together with the Work Permit.</p> <p>d. The CONTRACTOR shall be responsible for securing MARINA-issued work permits and compliance with other MARINA rules and regulations related to the construction works. All workers/engineers working at the site are required to wear company uniforms indicating their company name.</p>

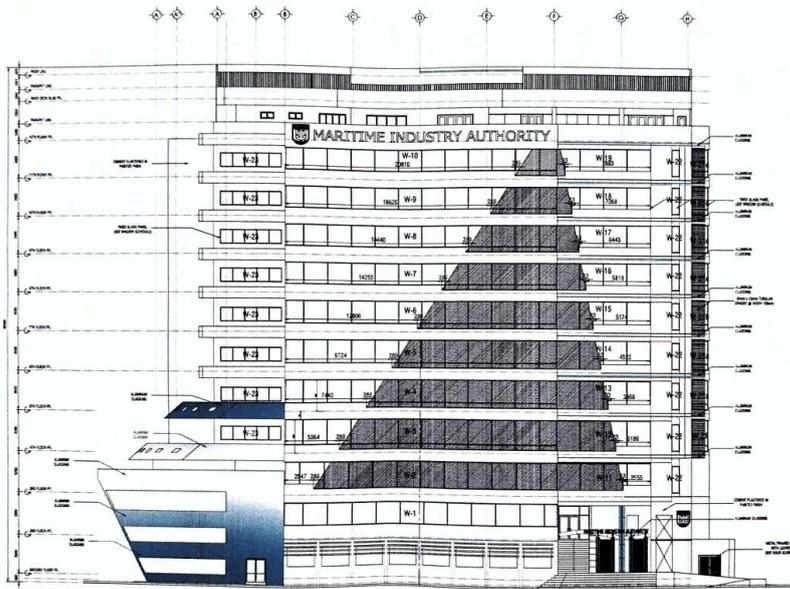
	<p>e. The CONTRACTOR is not allowed to erect quarters for workers within MARINA premises; sleeping is also not allowed. CONTRACTOR's workers are limited to the designated working area only. Loitering around and inside the MARINA premises is not allowed.</p> <p>f. The CONTRACTOR shall be responsible for clearing and cleaning the designated project site of unused materials, leftovers, and other debris at the site and disposal of the same outside of the MARINA premises. A daily inspection of the work area shall be conducted by the CONTRACTOR and MARINA or its authorized representative to ensure that the working area and storage area assigned to the CONTRACTOR are clean and in order at all times.</p> <p>g. The CONTRACTOR shall protect adjacent areas against any damage by his/her employees, or by his/her materials, equipment, and tools during the execution of the work. Any damage done by him/her or his/her employees shall be repaired at his own expense, without additional compensation beyond the contract.</p> <p>h. Permits, Laws, Ordinances, and Standards - the installation provided for and specified herein shall comply with laws and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the CONTRACTOR. Said requirements shall be turned over to MARINA upon project completion.</p> <p>i. The CONTRACTOR shall assign full-time personnel as Project-In-Charge (PIC) for the project to supervise the works mentioned herein. The PIC shall be certified and designated for the project by the CONTRACTOR. Said PIC must be the one to report on a weekly/monthly basis of the status/progress of the project as agreed during the kick-off meeting and shall be the one responsible for all coordination works with the Director of the Management, Financial, and Administrative Services (MFAS) through the Building Maintenance Section.</p> <p>j. All other items of work not specifically mentioned but are necessary to complete the works in accordance with the plans and specifications and other related documents shall be provided by the CONTRACTOR at no additional cost to the MARINA.</p>
7.2	<p>The CONTRACTOR shall guarantee the work done to be free from defects for a period of three (3) years reckoned from acceptance of the project. The form of warranty shall be in accordance with the provisions in Section 62 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184.</p>

10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>five (5)</i> days of delivery of the Notice of Award.
11.2	In case the winning bidder fails to perform or satisfactorily deliver the project within the specified time frame agreed upon, inclusive of the allowable granted period of extensions, if any, the winning bidder shall be held liable for damages for the delay and shall pay the procuring entity liquidated damages, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed project scheduled for delivery, for every day of delay until such project is finally delivered and accepted by the procuring entity concerned.
14.1	The date by which operating and maintenance manuals are required is <i>five (5) days</i> upon receipt of Notice to Proceed (NTP).

Section VI. Specifications

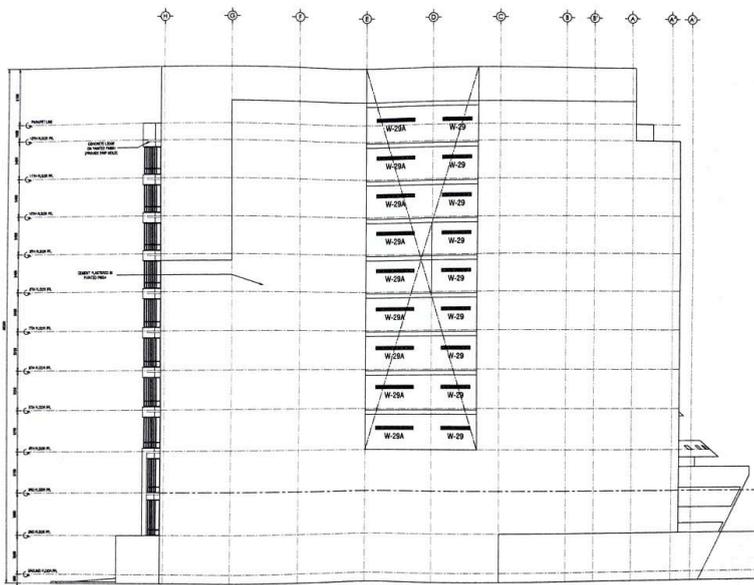
1. Use MARINA-approved materials all throughout the project. All exposed finish hardware, lighting fixtures and accessories, plumbing fixtures and accessories, glasses and the like shall be adequately protected so that these are not stained with waterproofing materials prior to waterproofing works. All other surfaces that would be endangered by stains and waterproofing materials marks should be taped and covered with craft paper or equal.
2. Delivery of the materials must be supported by an official receipt or delivery receipt duly signed by the authorized representative of the manufacturer attesting that the paint was sourced from the manufacturer which will be subject to inspection and document validation by the MARINA or its authorized representative.
3. Liquid Membrane Waterproofing
 - a. Liquid waterproofing alternate material shall be of elastomeric or other substances applied in liquid form and cured to an impervious membrane.
 - b. For long-term UV and weather resistance, a high-performance synthetic rubber-based membrane type of liquid waterproofing is highly suggested to be used.

Section VII. Drawings



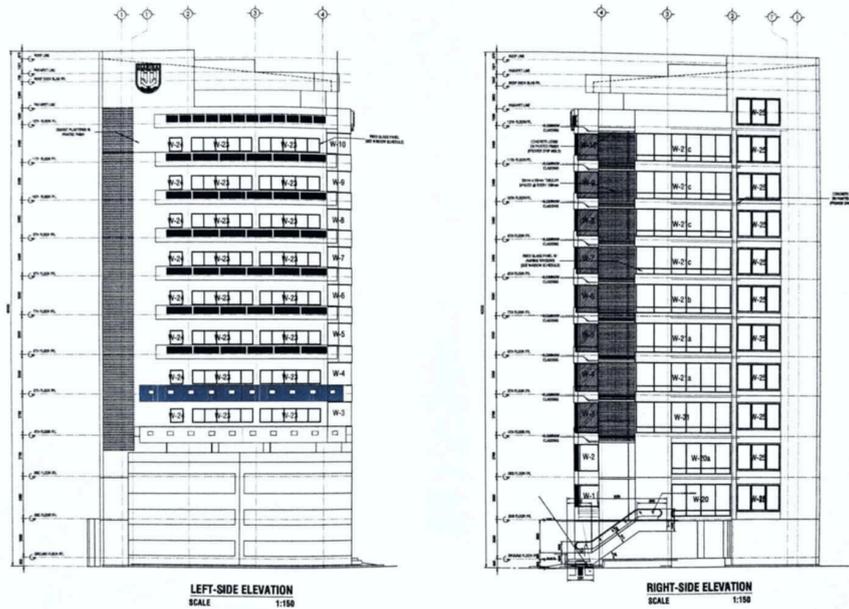
FRONT ELEVATION
SCALE 1:150

FROM THE OFFICE OF:	ARCHITECT	AS NOTED SECTION IS:	DRAWN BY	NAME OF THE CONTRACT	APPROVED BY	SHEET CONTENT	DRAWING NO.
1500 N. 1500, MANILA, PHILIPPINES	ARCH. CELERMO S. CUERPO	SECTION IS:	REPUBLIC OF THE PHILIPPINES DEPARTMENT OF TRANSPORTATION AND COMMUNICATION MARITIME INDUSTRY AUTHORITY	DESIGN AND BUILD OF THE MARITIME INDUSTRY AUTHORITY (MARINA) CENTRAL OFFICE BUILDING	DR. MARCOLO Q. AMARILLO, P.D. REGISTERED ARCHITECT	FRONT ELEVATION	A-3a
DATE: 2017	PROJECT NO. 2017-00000	DATE: 2017		LOCATION: BOMBAYDADE DRIVE CORNER 20TH STREET, PORT AREA, MANILA			

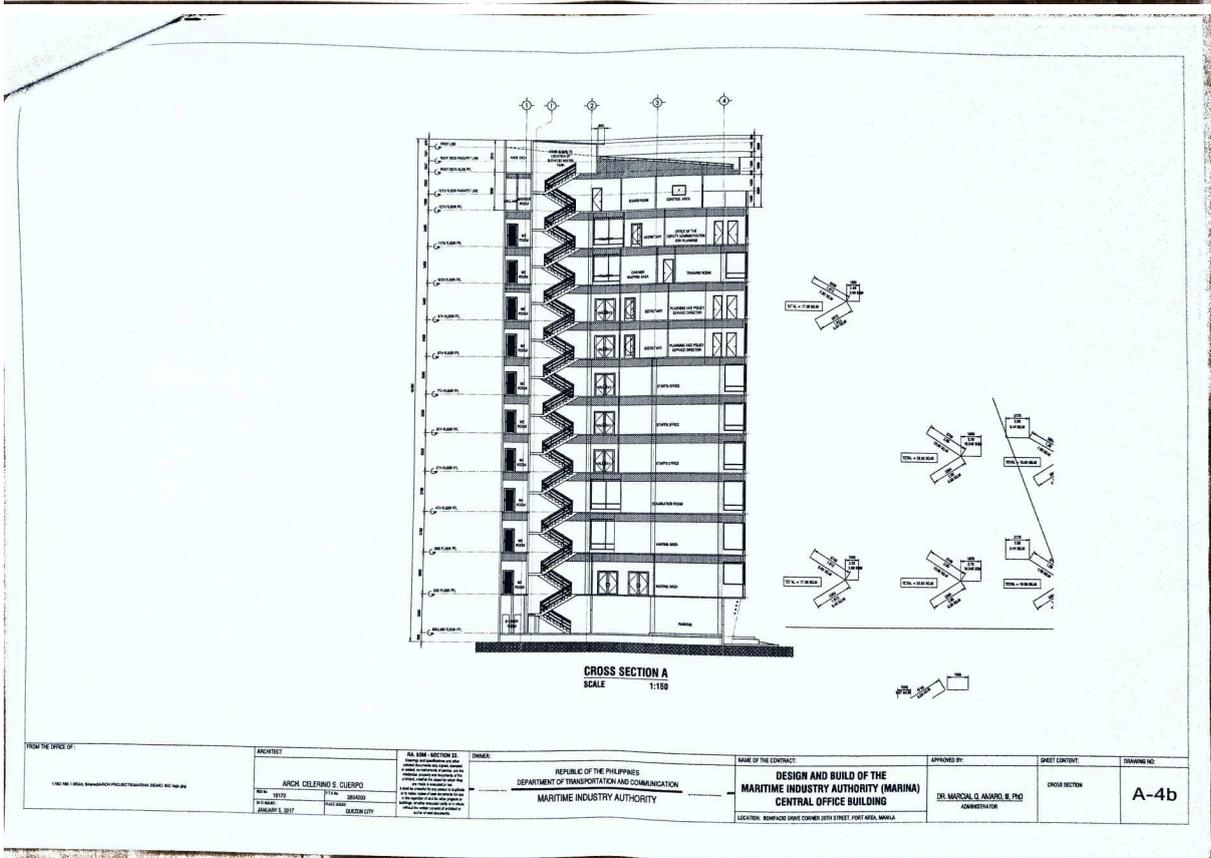
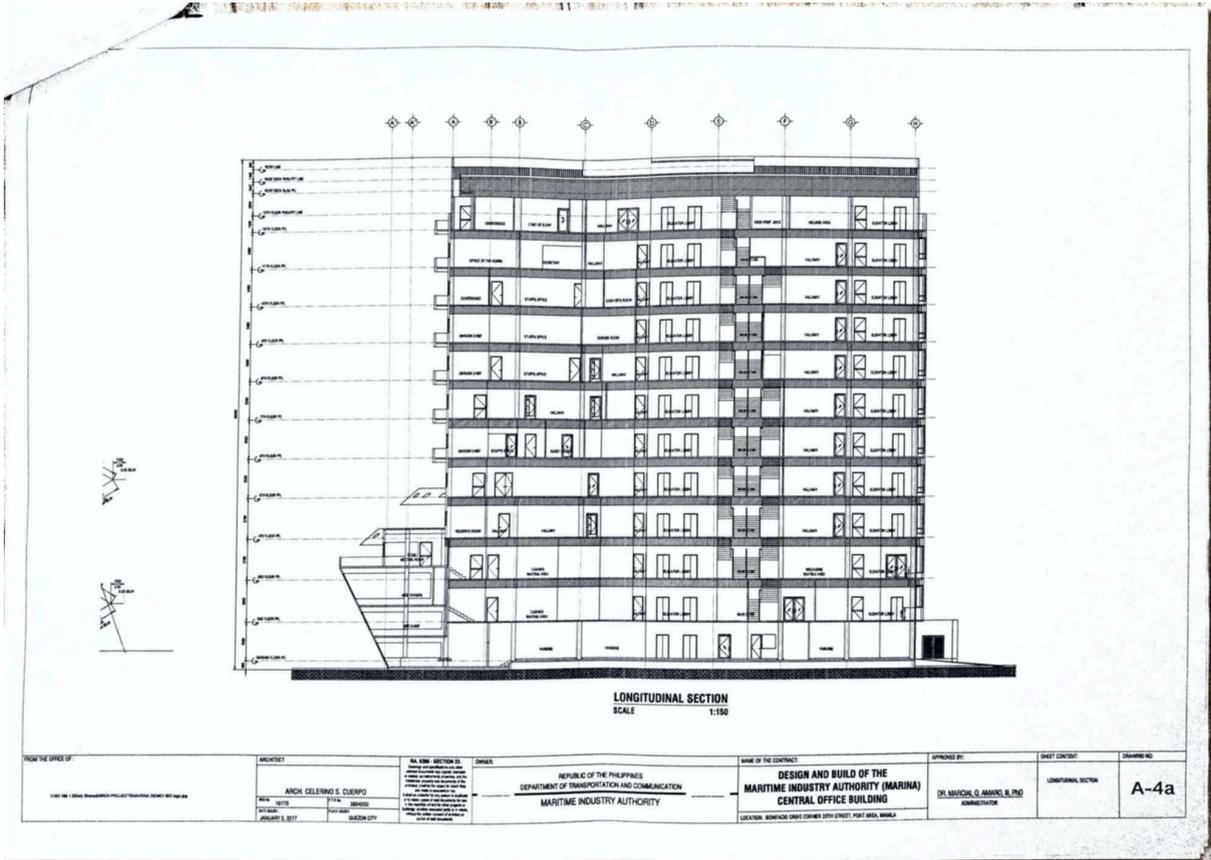


REAR ELEVATION
SCALE 1:150

FROM THE OFFICE OF:	ARCHITECT	AS NOTED SECTION IS:	DRAWN BY	NAME OF THE CONTRACT	APPROVED BY	SHEET CONTENT	DRAWING NO.
1500 N. 1500, MANILA, PHILIPPINES	ARCH. CELERMO S. CUERPO	SECTION IS:	REPUBLIC OF THE PHILIPPINES DEPARTMENT OF TRANSPORTATION AND COMMUNICATION MARITIME INDUSTRY AUTHORITY	DESIGN AND BUILD OF THE MARITIME INDUSTRY AUTHORITY (MARINA) CENTRAL OFFICE BUILDING	DR. MARCOLO Q. AMARILLO, P.D. REGISTERED ARCHITECT	REAR ELEVATION	A-3b
DATE: 2017	PROJECT NO. 2017-00000	DATE: 2017		LOCATION: BOMBAYDADE DRIVE CORNER 20TH STREET, PORT AREA, MANILA			



FROM THE OFFICE OF ARCHITECT ARCH CELESTINO S. CUEPPO TITLE: ARCHITECT DATE: JANUARY 3, 2017 OFFICE: QUEZON CITY	ALL WORK SUBJECTS TO THE GENERAL CONDITIONS OF CONTRACT AND THE SPECIAL CONDITIONS OF CONTRACT ATTACHED TO THE INVITATION TO BIDDEN AND TO THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.	OWNER REPUBLIC OF THE PHILIPPINES DEPARTMENT OF TRANSPORTATION AND COMMUNICATION MARITIME INDUSTRY AUTHORITY	NAME OF THE CONTRACT DESIGN AND BUILD OF THE MARITIME INDUSTRY AUTHORITY (MARINA) CENTRAL OFFICE BUILDING LOCATION: BONGRABO BANK CORNER 10TH STREET, PORT AREA, MARINA	APPROVED BY DR. MARICEL G. MARCEL, R. P.D. MANAGER	SHEET CONTENT LEFT-SIDE ELEVATION RIGHT-SIDE ELEVATION	DRAWING NO. A-3c



Section VIII. Bill of Quantities

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	b. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
<input type="checkbox"/>	c. Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
<input type="checkbox"/>	d. Special PCAB License in case of Joint Ventures and registration for the type and cost of the contract to be bid; and
<input type="checkbox"/>	e. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or original copy of Notarized Bid Securing Declaration; and
	f. Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	b. List of contractor’s key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
<input type="checkbox"/>	g. Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<u>Financial Documents</u>	
<input type="checkbox"/>	h. The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).
<i>Class “B” Documents</i>	
<input type="checkbox"/>	i. If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence or

	duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
II. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	a. Original of duly signed and accomplished Financial Bid Form; and
<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	b. Original of duly signed Bid Prices in the Bill of Quantities; and
<input type="checkbox"/>	c. Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and
<input type="checkbox"/>	d. Cash Flow by Quarter.

Sample Forms

Annex “A”

COMPANY LETTERHEAD

Statement of ongoing government and private contracts

REPAIR, WATERPROOFING AND REPAINTING OF THE FACADE (CONCRETE AND GLASS PANEL) OF THE MARITIME INDUSTRY AUTHORITY (MARINA) CENTRAL OFFICE BUILDING

Statement of all its ongoing government and or private contracts within the last three (3) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the Contract to be bid.

Name of client	Name of Contract	Date and status of contract	Kinds of Goods	Amount of contract	Value of outstanding contracts	Date of Delivery	Purchase order Number/s or Date of Contract/s
Total value of outstanding contract:							

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Statement of Single Largest Completed Contract (SLCC)

**REPAIR, WATERPROOFING AND REPAINTING OF THE FACADE
(CONCRETE AND GLASS PANEL) OF THE MARITIME INDUSTRY
AUTHORITY (MARINA) CENTRAL OFFICE BUILDING**

Statement of Single (1) Largest Completed Contract of Similar nature within the last three (3) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

Name of client	Name of Contract	Date of contract	Kinds of Goods	Value of contract	Date of completion	Contract Memorandum of Agreement; and Certificate of End-user’s Acceptance (EUA) or Official Receipt (OR)/ Collection Receipt covering the full amount of contract (copies attached)

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

**REPAIR, WATERPROOFING AND REPAINTING OF THE FACADE
(CONCRETE AND GLASS PANEL) OF THE MARITIME INDUSTRY
AUTHORITY (MARINA) CENTRAL OFFICE BUILDING**

Certificate of Net Financial Contracting Capacity
(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is _____(P) which is at least equal to the ABC to be bid. The amount is computed as follows: (Please show computation of NFCC)

$$NFCC = [(CA-CL) (15)] - C$$

Where:

CA = Current Assets

CL = Current Liabilities

C = Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NOTE:

The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR (Sec. 23.4.1.4.), Revised IRR of RA 9184.

Issued this _____ day of _____, 20____

Name & Signature of Authorized Representative

Position

Date

**REPAIR, WATERPROOFING AND REPAINTING OF THE FACADE
(CONCRETE AND GLASS PANEL) OF THE MARITIME INDUSTRY
AUTHORITY (MARINA) CENTRAL OFFICE BUILDING**

Joint Venture Agreement*

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER
INTO JOINT
VENTURE**, executed by:

.....a sole proprietorship/partnership/corporation duly organized and
existing under and by virtue of the laws of the Philippines, with offices
located at

....., represented herein by its
.....

....., hereinafter referred to as
".....";

-and-

..... a sole proprietorship/partnership/corporation duly organized and
existing under and by virtue of the laws of the Philippines, with offices located at

.....,
....., represented herein by its
.....,

....., hereinafter referred to as
".....";

-and-

..... a sole proprietorship/partnership/corporation duly organized and
existing under and by virtue of the laws of the Philippines, with offices located at

.....,
....., represented herein by its
.....,
....., hereinafter referred to as";
(hereinafter referred to collectively as "Parties")

For submission to the **Bids and Awards Committee** of the **MARITIME INDUSTRY
AUTHORITY**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and
Regulations (IRR) of Republic Act (RA) No.9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will
be conducted by the **MARITIME INDUSTRY AUTHORITY**, pursuant to Republic Act
No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW, THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the MARINA BAC a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that

*if applicable

our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

That furthermore, the parties agree to be jointly and severally under the said Joint Venture Agreement;

THAT finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non- issuance of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by MARINA under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of MARINA.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above- written.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at Philippines. Affiant exhibited to me his/her competent evidence of Identity (as defined by 2004 Rules on Notarial Practice issued at _____ Philippines.

PUBLIC

NOTARY

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

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

REPUBLIC OF THE
PHILIPPINES) CITY OF

_____) S.S.

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*
[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];
[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];
2. *[Select one, delete the other:]*
[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;
[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];
3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*
[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Company Letterhead

BID FORM

Date :

Project Ref. No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract

execution if we are awarded the contract, are listed below:

Name and address	Amount and Purpose of	of agent	Currency	Commission or gratuity
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(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Company Letterhead

Financial Bid Form

Description	Quantity	ABC	TOTAL BID PRICE (Inclusive of VAT)
REPAIR, WATERPROOFING AND REPAINTING OF THE FACADE (CONCRETE AND GLASS PANEL) OF THE MARITIME INDUSTRY AUTHORITY (MARINA) CENTRAL OFFICE BUILDING	1 lot	₱6,500,000.00	
Total Bid Price Inclusive of VAT in Words			

[signature over printed name]

[in the capacity of]

The financial bid form shall be supported by a cost breakdown.

