

PHILIPPINE BIDDING DOCUMENTS

RENOVATION AND REHABILITATION OF THE OFFICE OF THE UNDERSECRETARY FOR LEGAL AFFAIR (ULAO)

Government of the Republic of the Philippines

**DEPARTMENT OF AGRARIAN REFORM CENTRAL
OFFICE (DARCO)**

PUBLIC BIDDING NUMBER: PBD-116-23-09

**Sixth Edition
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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency

which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



DEPARTMENT OF AGRARIAN REFORM

Tunay na Pagbabago sa Repormang Agraryo

INVITATION TO BID FOR RENOVATION AND REHABILITATION OF THE OFFICE OF THE UNDERSECRETARY FOR LEGAL AFFAIR(ULAO) (PBD-116-23-09)

1. The **Department of Agrarian Reform (DAR)**, through the continuing General Appropriations Act (GAA) of 2022 intends to apply the sum of **Philippine Pesos Two Million Eight Hundred Forty-Two Thousand Eighteen and 20/100 only (PhP2,842,018.20)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Renovation and Rehabilitation of the Office of the Undersecretary for Legal Affairs(ULAO)/PBD-116-23-09**.
2. Bids received in excess of the ABC shall be automatically rejected at bid opening.
3. The **Department of Agrarian Reform** now invites bids for the above Procurement Project. Delivery of the above services shall commence upon the Contractor's receipt of the Notice to Proceed. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

5. Prospective Bidders may obtain further information from the DAR-PBAC Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday between 8:00 am to 5:00 pm.
6. A complete set of Bidding Documents may be acquired by interested Bidders on **November 30, 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Two Thousand Pesos only (P2,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through the presentation of the original copy of the official receipt issued by DAR not later than the date of bid submission.

7. The Department of Agrarian Reform will hold a Pre-Bid Conference on **December 6, 2023 at 10:00 a.m.** at the FASPO Minister Conference Room, 2nd Floor, DAR Central Office which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 18, 2023 at 9:00 a.m.** Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be conducted face to face on **December 18, 2023 at 9:30 a.m.** at the FASPO Conference Room, 2nd Floor, DAR Central Office, Elliptical Road, Diliman, Quezon City Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The Department of Agrarian Reform reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Atty. Regina M. Alimarin
DAR-BAC Secretariat Chairperson
Procurement Division Office
Ground Floor, DAR Central Office
Elliptical Road, Diliman, Quezon City
Telephone Numbers: 4453-8300/4455-5840; 89281011 or Mobile No.: 09667812052
Email address: **darcobac116@gmail.com**
13. You may visit the following websites:
For downloading of Bidding Documents: www.dar.gov.ph
www.philgeps.gov.ph

29 November 2023

(Sgd.) AMIHILDA J. SANGCOPAN
Undersecretary, Office of Mindanao Affairs &
Chairperson, DAR-Bids & Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DEPARTMENT OF AGRARIAN REFORM CENTRAL OFFICE (DARCO)**, wishes to receive Bids for the **Renovation and Rehabilitation of the Office of the Undersecretary for Legal Affairs(ULAO)** with identification number **PBD-116-23-09**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for in the total amount of **Philippine Pesos Two Million Eight Hundred Forty-Two Thousand Eighteen and 20/100 only (PhP2,842,018.20)**

2.1. The source of funding is:

NGA, the General Appropriations Act.

Continuing Fund GAA 2022 –PhP2,842,018.20

3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They

or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

- 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:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time as indicated in paragraph 7 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 PCAB License is required, and in case of joint ventures, a valid special PCAB License, 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 2 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **March 18, 2024**. 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 at its physical address through manual submission as indicated in paragraph 8 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 10 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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: Repair of office building such as: replacement of ceilings, floor tiles, toilet fixtures, doors, electrical, plumbing and painting works.</p> <p>Similar contracts should have been completed within three (3) years from the date of submission and receipt of bids.</p>																						
7.1	Subcontracting is not allowed																						
10.3	License category required : Small B, Category C/D																						
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Key Personnel</th> <th style="width: 40%;">General Experience</th> <th style="width: 40%;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Project Manager</td> <td>Licensed Civil Engineer or Licensed Architech with 2 years experience.</td> <td>Has supervised at least two (2) projects for the last two (2) years.</td> </tr> <tr> <td style="text-align: center;">Foreman</td> <td>With 2 years of experience as a finishing foreman.</td> <td>Has handled at least three (2) projects as foremen for the last two (2) years.</td> </tr> <tr> <td style="text-align: center;">Electrician</td> <td>With 2 years of experience as an Electrician.</td> <td>Has handled at least two (2) projects as electrician for the last two (2) years.</td> </tr> </tbody> </table>			Key Personnel	General Experience	Relevant Experience	Project Manager	Licensed Civil Engineer or Licensed Architech with 2 years experience.	Has supervised at least two (2) projects for the last two (2) years.	Foreman	With 2 years of experience as a finishing foreman.	Has handled at least three (2) projects as foremen for the last two (2) years.	Electrician	With 2 years of experience as an Electrician.	Has handled at least two (2) projects as electrician for the last two (2) years.								
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Item No.</th> <th style="width: 15%;">Number of Units</th> <th style="width: 55%;">Equipment</th> <th style="width: 20%;">Capacity</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td>Drill Machine</td> <td>710 watts or nearest equivalent</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">2</td> <td>Angle Grinder</td> <td>700 watts or nearest equivalent</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">1</td> <td>Tile Vibrator Machine</td> <td>1580 watts or nearest equivalent</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">1</td> <td>Circular Saw</td> <td>1600 watts or nearest equivalent</td> </tr> </tbody> </table>			Item No.	Number of Units	Equipment	Capacity	1	2	Drill Machine	710 watts or nearest equivalent	2	2	Angle Grinder	700 watts or nearest equivalent	3	1	Tile Vibrator Machine	1580 watts or nearest equivalent	4	1	Circular Saw	1600 watts or nearest equivalent
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12	Not applicable																						
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than PhP56,840.36 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 PhP142,100.91 if bid security is in Surety Bond. 																						

19.2	Partial bids are not allowed.
20	None
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10.Dayworks

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

11.Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12.Instructions, Inspections and Audits

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

13.Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

14.Progress Payments

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

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date is thirty (30) calendar days from the “start date” <i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i>
4.1	The Procuring Entity shall give full possession of the Site to the Contractor <i>within 7 calendar days from the Contractor’s receipt of the Notice to Proceed.</i>
6	The site investigation reports are: The Civil Works Pre-Inspection Report and the Ocular Site Inspection conducted by the prospective Contractor.
7.2	Not applicable
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within seven (7) calendar days from Contractor’s receipt of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 10% of the total contract cost.
13	The amount of the advance payment is <i>15% of the Total Contract Amount.</i>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which “as built” drawings are required is <i>15 calendar days upon project completion</i>
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>2% of the total contract price.</i>

Section VI. Specifications

TECHNICAL SPECIFICATIONS FOR THE RENOVATION AND REHABILITATION OF THE OFFICE OF THE UNDERSECRETARY FOR LEGAL AFFAIRS (ULAO)

I. DEMOLITION WORKS

- Removal of all existing ceiling, french windows, doors and partitions.
- Chipping of all existing floor and wall tiles.
- Removal of all existing plumbing fixtures and existing aircon.

II. SEWER AND WATERLINE

- Use heavy duty orange pvc pipe for sewer line & PPR for water line.
- Use heavy duty brass or stainless plumbing fittings.

III. PLUMBING FIXTURES AND ACCESSORIES

- Use elongated water closet.
- Use wall-hung lavatory w/ stainless faucet.
- Use stainless grab bars, tissue and soap holder (SUS 304)
- Installed face mirror w/ 1" x 4" wooden frame (submit sample for approval)

IV. DOORS AND WINDOWS

- Refer for doors and windows sche. (submit sample for approval)
- Use 1" x 6" KD baseboard.

V. TILE WORK

- Use 0.60m x 0.60m floor tiles.
- Use 0.30m x 0.30m toilet floor tiles.
- Use 0.30m x 0.60m toilet wall tiles.

VI. CEILING WORKS

- Use (1½" x 1") powder coat aluminium t-runner white w/ 12mm thk.0.60m x 0.60m Boral gypsum board (submit sample for approval)

VII. DOUBLE WALL PARTITION

- Use double wall cement fiber board partition on 1.5mm x 2" x 2" GI tubular.

VIII. MECHANICAL WORKS

- Installation of 2-unit of 4Hp floor standing package type inverted aircon(submit brand and model number for approval)
- Installation of 2-units of 3Hp floor standing package type inverted aircon. (submit brand and model number for approval)

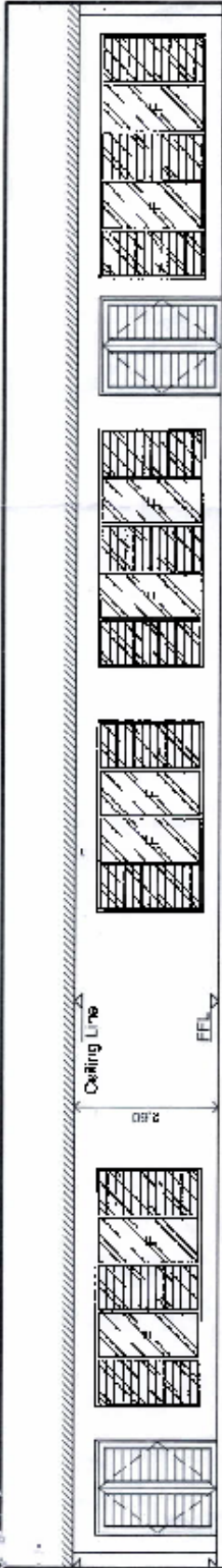
XI. ELECTRICAL WORKS

- Use 3.5mm² THHN/THWN-2 Stranded Wire.
- Use recessed led fluorescent w/ diffuser 2-9 watts(submit sample for approval)
- Use recessed bolt-on type electrical devices.

X. RE-PAINTING

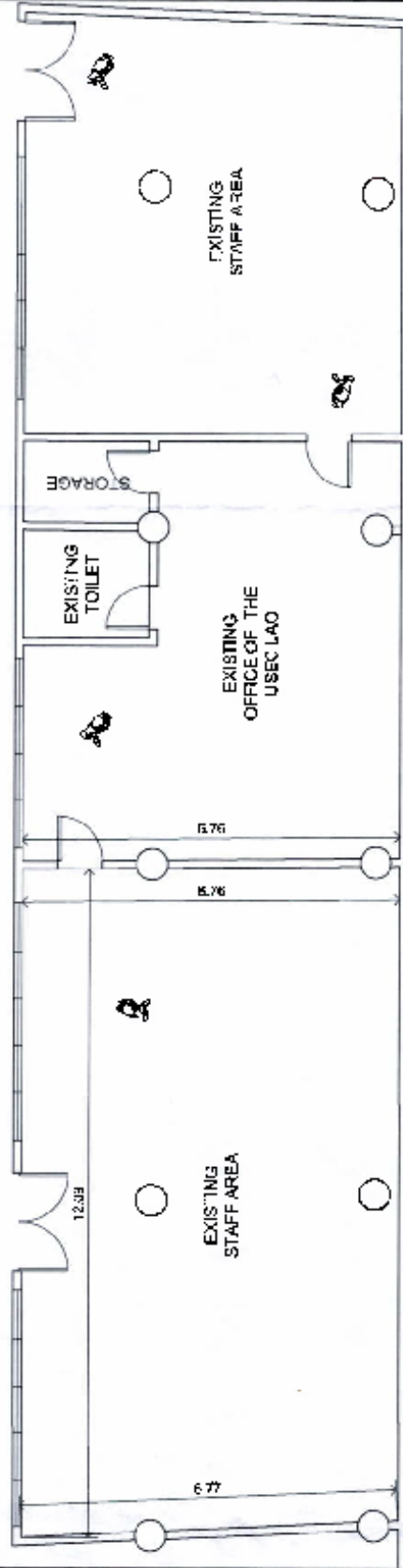
- Use high quality paint(submit sample for approval)

Section VII. Drawings



ELEVATION "A"
SCALE: 1:100 mts.

A HALLWAY



FLOOR PLAN

	PROPOSED RENOVATION OF THE OFFICE OF THE LAO UNDERSECRETARY <small>MINISTRY OF THE INTERIOR AND KINGDOM AFFAIRS</small>	PREPARED BY: ENGR. ALFREDO M. RAMIRO <small>Project Engineer, Road, Urban and Transportation Section</small>	DESIGNED BY: ENGR. VY. ANH <small>1st yr</small>	RECOMMENDING APPROVAL: GLORIA MANUANG <small>Asst. Dir. of Services Division</small>	APPROVED BY: ATTY. NAPOLEON U. GAUT <small>1ST. DEPT. OF LAOS 10-12</small>	SECURITY: 483044	DATE: 01/07
	PROJECT NO.: URBAN DEPARTMENT OF AGRARIAN REGIONAL & RURAL OFFICE <small>11 OFFICE, HOANG THUAN STREET, VIENTIANE</small>	SECURITY: 483044	DATE: 01/07	SECURITY: 483044	DATE: 01/07	SECURITY: 483044	DATE: 01/07

Section VIII. Bill of Quantities

BILL OF QUANTITIES

**Project Title : Renovation and Rehabilitation of the Office of the Undersecretary for
Legal Affairs(ULAO)**

Location : DARCO Compound, Elliptical Road, Diliman, Quezon City

BILL OF QUANTITIES					
ITEM	SCOPE OF WORK/PARTICULAR	QTY.	UNITS	UNIT PRICE	TOTAL COST (MC+LC)
1	DEMOLITION WORKS				
	Demolition/Removal of all existing ceiling	242	M ²		
	Demolition/Removal of French Window, Doors & existing partition	1	lot		
	Chipping of existing floor & wall tiles	242	M ²		
	Removal of all plumbing fixtures	1	lot		
	Removal of all existing aircon	1	lot		
	SUB-TOTAL, DEMOLITION WORKS				
2	REPAIR/REPLACEMENT OF SEWER LINE & WATERLINE				
	Repair/Replacement of sewer line	1	lot		
	Replacement/Installation of heavy duty gate valve at proposed toilet(Submit sample for approval)	1	pc		
	Replacement/Installation of heavy duty Angle Valve & Supply pipe (Submit sample for approval)	2	pcs		
	Replacement/Installation of Stainless Heavy Duty Lavatory Faucet(SUS-304)(Submit sample for approval)	1	pc		
	Replacement/Installation of Stainless heavy duty Wall Mounted Faucet(SUS-304)(Submit sample for approval)	1	pc		
	Replacement/Installation of Stainless Heavy Duty Shower Head & Valve(Submit sample for approval)	1	set		

	SUB-TOTAL, REPAIR/REPLACEMENT OF SEWER LINE & WATERLINE				
3	REPLACEMENT/INSTALLATION OF PLUMBING FIXTURES & TOILET ACCESSORIES				
	Removal/Installation of New Elongated Water Closet w/ Complete Fixture (Submit sample for approval)	1	set		
	Removal/Installation of Wall-Hung Lavatory w/ Faucet & Complete Fittings (Submit sample for approval)	1	set		
	Installation of Stainless Soap Holder & Tissue Holder(SUS-304) (Submit sample for approval)	1	set		
	Removal/Installation of Stainless Heavy duty floor drain (Submit sample for approval)	2	sets		
	Fabrication/Installation of stainless Grab bars(SUS-304)(Submit sample for approval)	1	set		
	Installation of Heavy Duty Stainless Bidet(SUS-304)(Submit sample for approval)				
	Installation of Face Mirror w/ 1" x 4" Wooden Frame(Submit sample for approval)				
	SUB-TOTAL, REPLACEMENT/INSTALLATION OF PLUMBING FIXTURES & TOILET ACCESSORIES				
4	FABRICATION/INSTALLATION OF DOORS,WINDOWS & BASEBOARD				
	Fabrication/Installation of Panel Doors w/ Stainless Heavy Duty Hinges & Lever Lockset (SUS-304)(Submit sample for approval)	6	set		
	Fabrication/Installation of Flush Door w/ 2" x 4" Door Jamb, 1' x 3" Door Casing & stainless Lockset(Submit sample for	1	set		

	Fabrication/Installation of PVC Door w/ Louver & Stainless Lockset(Submit sample for approval)	1	set		
	Fabrication/Installation of 2" x 6" Door Jamb w/ 1" x 4" Door Casing(Submit sample for approval)	6	set		
	Fabrication/Installation of Powder White Aluminum Jalousie Windows w/ ¼" x 6" Clear Blade(Submit sample for approval)	11	set		
	Fabrication/Installation of ¼" Clear Fixed Glass w/ 2" x 4" powder Coat Aluminum Frame(Submit sample for approval)	8	set		
	KD Baseboard(1" x 6")	100	LM		
	SUB-TOTAL, FABRICATION/INSTALLATION OF DOORS,WINDOWS & BASEBOARD				
5	TILE WORKS				
	Floor Tiles(0.60M x 0.60M)(Submit sample for approval)	242	M ²		
	Floor Tiles(0.30M x 0.30M)(Submit sample for approval)	6	M ²		
	Wall Tiles (0.30M x 0.30M)(Submit sample for approval)	26	M ²		
	Cement	150	bags		
	Tile Adhesive	150	bags		
	Grout(5kls.)	10	bags		
	SUB-TOTAL, TILE WORKS				
6	CEILING WORKS				
	Installation(1 ½" x 1")Powder Coat Aluminum T-Runner White w/ Moisture resistant 12mm Thk 0.60M x 0.60M	242	M ²		

	Gypsum Board Boral)(Submit sample for approval)				
	SUB-TOTAL, CEILING WORKS				
7	REMOVAL/FABRICATION OF DOUBLE WALL PARTITION				
	Double Wall Cement Fiber Board Partition w/G.I. 1.5MM x 2" x 2" Tubular	1	lot		
	SUB-TOTAL, REMOVAL/FABRICATION OF DOUBLE WALL PARTITION				
8	MECHANICAL WORKS				
	Installation of 4Hp Floor Standing Package Type Inverter Air-Con(Submit model/specification for approval)	2	lot		
	Installation of 3Hp Floor Standing Package Type Inverter Air-con(Submit model/specification for approval)	2	lot		
	SUB-TOTAL, MECHANICAL WORKS				
9	ELECTRICAL WORKS				
	Rough-Ins	1	lot		
	Installation of Electric Lighting Fixture(recessed LED Flourescent w/ defuser 2-9 watts)(submit sample for approval)	96	set		
	Installation of Electric Switches Etc.	15	set		

	SUB-TOTAL ELECTRICAL WORKS				
10	PAINING WORKS	1	lot		
	SUB-TOTAL, PAINTING WORKS				
	I. DEMOLITION WORKS	1	LOT		
	II.REPAIR/REPLACEMENT OF SEWER LINE & WATERLINE	1	LOT		
	III. REPLACEMENT/INSTALLATION OF PLUMBING FIXTURES & TOILET ACCESSORIES	1	LOT		
	IV.FABRICATION/INSTALLATION OF DOORS & WINDOWS	1	LOT		
	V.TILE WORKS	1	LOT		
	VI. CEILING WORKS	1	LOT		
	VII. REMOVAL/FABRICATION OF DOUBLE WALL PARTITION	1	LOT		
	VIII.MECHANICAL WORKS	1	LOT		
	IX.ELECTRICAL WORKS	1	LOT		
	X. PAINTING WORKS	1	LOT		
	I. DIRECT COST(SUB-TOTAL)				
	II. INDIRECT COST(18% OF I)				
	OVERHEAD EXPENSES(3%)				
	CONTINGENCIES(3%)				
	MISCELLANEOUS(2%)				
	CONTRACTORS PROFIT(10%)				
	SUB-TOTAL				
	III. TAX 5%(I + II)				

	SUB-TOTAL, PROJECT COST (I+II+III)				
	SUB TOTAL FOR REPAIR WORKS				
	TOTAL BID AMOUNT IN FIGURES				
	TOTAL BID AMOUNT IN WORDS				

Name of Bidder's Authorized Signatory: _____

In the capacity of: _____

Signature: _____

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

Date: _____

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Technical Documents

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

Financial Documents

-
- (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- (l) 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

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

Other documentary requirements under RA No. 9184

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

Section X. Bidding Forms

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Annex “A”

Bid Form

[Shall be submitted with the Bid]

Date : _____

Project Identification No.: PBD-116-23-09

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 of agent	Amount Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(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: _____

Contract Agreement Form (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. General and Special Conditions of Contract;
 - ii. Drawings/Plans;
 - iii. Specifications;
 - iv. Invitation to bid;
 - v. Instructions to Bidders;
 - vi. Bid Data Sheet; and
 - vii. Supplemental or Bid Bulletins, if any

Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

Performance Security;

Notice of Award of Contract; and the Bidder's conformer thereto; and
Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[Shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

6. *[Select one, delete the rest:]**[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee

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

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

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

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

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]

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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.: PBD-116-23-09

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]

Annex "F"

Project Identification No.: PBD-116-23-09

Key Personnel Proposed to be Assigned to the Contract

Business Name : _____

Business Address : _____

Particulars	Project Engineer	Foreman	Electrician
Name			
Address			
Date of Birth			
Employed since			
Experience			
Previous employment			
Education			
PRC License			

Minimum Requirement: Project Engineer, Foreman and Electrician

Note: Attach individual resume; PRC License of the (professional) personnel.

Foreman: General Forman Certificate issued by the Project Engineer.

Electrician: TESDA NC II Certificate.

Submitted by: _____

Name and Signature of Authorized Representative

Date: _____

Annex “G”

Project Identification No.: PBD-116-23-09

Item No.	Number of Units	Equipment	Capacity
1	2	Drill Machine	710 watts or nearest equivalent
2	2	Angle Grinder	700 watts or nearest equivalent
3	1	Tile Vibrator Machine	1580 watts or nearest equivalent
4	1	Circular Saw	1600 watts or nearest equivalent

Name and Signature of Authorized Representative

Date

Performance Securing Declaration (Revised)

[If used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

Annex “I”

Project Identification No.: PBD-116-23-09

Statement of Single Largest / Completed Contracts Similar to the Contract to be Bid

This is to certify that _____ (Company) _____ has the following completed contract/s for the period CY 2021-2023

Date of the Contract	Contracting Party	Name of Contract	Nature/Scope	Amount of Contract	Date Awarded	Date Completed

**Name and Signature of
 Authorized Representative**

Date

Instructions:

a) Cut-off date as of:

- (i) **Up to the day before the deadline of submission of bids.**
 - i. b) **In the column under “Dates”, indicate the dates of Delivery/End-user’s Acceptance and Official Receipt.**
 - ii. c) **“Name of Contract”. Indicate here the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: “Supply and Delivery of Generator Set”**

Annex “J”
Project Identification No.: PBD-116-23-09

Statement of : (i) Ongoing Contracts; and (ii) Awarded But Not Yet Started Contracts

This is to certify that _____ (Company) _____ has the following ongoing and awarded but not yet started contracts.

Date of the Contract	Contracting Party	Name of Contract	Nature and Scope	Amount of Contract	Date Awarded	Value of Outstanding Contracts

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - (i) **The day before the deadline of submission of bids.**
 - i. b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
 - ii. c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
 - (d) **“Name of Contract”.** Indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. Example: “Supply and Delivery of Generator Set”

Republic of the Philippines



Government Procurement Policy Board