



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

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Bidding Documents for the Repair and Renovation of Post Clearance Audit Group (PCAG) Bureau of Customs

**Project No: BOC-INFRA-2024-02
February 2024**

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Section I. Invitation to Bid

Section I. Invitation to Bid

Repair and Renovation of the Office of Post Clearance Audit Group (PCAG) Bureau of Customs

1. The Bureau of Customs (BOC), through the FY 2024 General Appropriations Act intends to apply the sum of Seven Million Five Hundred Seventy-Seven Thousand Seventy-Two Pesos and Twenty-Eight Centavos (Php7,577,072.28) being the Approved Budget for the Contract (ABC) to payments under the contract for the “Repair and Renovation of Assessment”. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Bureau of Customs (BOC) now invites bids for “Repair and Renovation of Post Clearance Audit Group (PCAG) Bureau of Customs”. The project shall be completed in one hundred fifty (150) calendar days. Bidders should have completed a contract similar to the Project.
3. 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) 9184.
4. Interested bidders may obtain further information from the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on February 09, 2024 from the address 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 Ten Thousand Pesos (P10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.
6. The BOC will hold a Pre-Bid Conference on February 16, 2024, 1:30 p.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via MICROSOFT TEAMS, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before February 28, 2024, 1:00 p.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 15.1.
9. Bid opening shall be on February 28, 2024, 1:30 p.m. at the given address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.



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10. The BOC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

BOC-BAC Secretariat
General Services Division
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila
Telefax No. 527-9757
Email address: bacsecretariat@customs.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <https://customs.gov.ph/bid-opportunities/>

Date issued: February 09, 2024

MICHAEL C. FERMIN
Chairperson, BOC-BAC

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

The Procuring Entity, BOC invites Bids for the “Repair and Renovation of Office of Post Clearance Audit Group (PCAG), Bureau of Customs” Project Identification Number “BOC-INFRA-2024-02”

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

2. Funding Information

The Government of the Philippine (GOP) through the source of funding as indicated below for FY 2024 General Appropriations Act in the amount of Seven Million Five Hundred Seventy-Seven Thousand Seventy-Two Pesos and Twenty-Eight Centavos (Php7,577,072.28)

The source of funding is: NGA, the General Appropriations Act or Special Appropriations.

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 Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3 Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 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 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, subject to Domestic Preference requirements under **ITB** Clause 18.

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 not allowed.
- 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 through Microsoft Teams as indicated in paragraph 6 of the **ITB**.

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 **ITB**, 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 1 of the **ITB** 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:
 - 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 June 27, 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 and either at its physical address or through online submission as indicated in paragraph 7 of the **ITB**.

18. Opening and Preliminary Examination of the 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 **ITB**. 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 16 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 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

ITB Clause	
1	<p>The Procuring Entity is the Bureau of Customs (BOC)</p> <p>The name of the Contract is “Repair and Renovation of Office of Post Clearance Audit Group (PCAG), Bureau of Customs”</p> <p>The identification number of the Contract is: BOC-INFRA-2024-02</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2024 General Appropriations Act in the amount of Seven Million Five Hundred Seventy-Seven Thousand Seventy-Two Pesos and Twenty-Eight Centavos (Php7,577,072.28).</p> <p>The name of the Project is “Repair and Renovation of Office of Post Clearance Audit Group (PCAG), Bureau of Customs”</p>
3	No further instructions.
5	Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.
5.2	<p>The bidder must have completed, five (5) years prior to February 28, 2024 a single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid.</p> <p>Bidders shall include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Certificate of Completion and Acceptance Report or equivalent in the Private Sector.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or failure to prove the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contracts shall refer to contracts which have the same major categories of work as “building construction” or “repair/renovation of building”.</p>
5.4	Joint Venture is not allowed.
7.1 (a)	Subcontracting is not allowed.
8	The BOC will hold a Pre-Bid Conference on February 16, 2024, 1:30 p.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3,

	Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.																																	
9	The Procuring Entity's address is: Bureau of Customs OCOM Building, South Harbor, Gate 3, Port Area, Manila. Telefax Number: 527-9757 Email address: <u>bacsecretariat@customs.gov.ph</u>																																	
10.3	PCAB License Category C&D, Size Range Small B																																	
10.4	The minimum work experience requirements for key personnel are the following: <table border="1" data-bbox="399 712 1401 2040"> <thead> <tr> <th>Key Personnel</th> <th>Requirement</th> <th>Relevant Experience</th> </tr> </thead> <tbody> <tr> <td>Project-In-Charge</td> <td>Bachelor of Science in Architecture/Bachelor of Science in Civil Engineer and Building Construction Experience</td> <td>Five (5) years</td> </tr> <tr> <td>Foreman</td> <td>Building Construction Experience</td> <td>Five (5) years</td> </tr> <tr> <td>Leadman</td> <td>Building Construction Experience</td> <td>Five (5) years</td> </tr> <tr> <td>Welder</td> <td>Building Construction Experience and National Certification Level II</td> <td>Five (5) years</td> </tr> <tr> <td>Plumber</td> <td>Building Construction Experience and National Certification Level II</td> <td>Five (5) years</td> </tr> <tr> <td>Electrician</td> <td>Building Construction Experience and National Certification Level II</td> <td>Five (5) years</td> </tr> <tr> <td>Painter</td> <td>Building Construction Experience</td> <td>Five (5) years</td> </tr> <tr> <td>Mason</td> <td>Building Construction Experience</td> <td>Five (5) years</td> </tr> <tr> <td>Tile Setter</td> <td>Building Construction Experience</td> <td>Five (5) years</td> </tr> <tr> <td>Safety Officer</td> <td>Building Construction Experience, National Certification Level II and Construction Occupational Safety</td> <td>Three (3) years</td> </tr> </tbody> </table>	Key Personnel	Requirement	Relevant Experience	Project-In-Charge	Bachelor of Science in Architecture/Bachelor of Science in Civil Engineer and Building Construction Experience	Five (5) years	Foreman	Building Construction Experience	Five (5) years	Leadman	Building Construction Experience	Five (5) years	Welder	Building Construction Experience and National Certification Level II	Five (5) years	Plumber	Building Construction Experience and National Certification Level II	Five (5) years	Electrician	Building Construction Experience and National Certification Level II	Five (5) years	Painter	Building Construction Experience	Five (5) years	Mason	Building Construction Experience	Five (5) years	Tile Setter	Building Construction Experience	Five (5) years	Safety Officer	Building Construction Experience, National Certification Level II and Construction Occupational Safety	Three (3) years
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		and Health (COSH) Certificate	
	Laborer	Building Construction Experience	Three (3) years
	Warehouseman	Building Construction Experience	Three (3) years
10.5	The minimum major equipment requirements are the following:		
	Equipment/Tools	Number of Unit/s	
	Truck	1 lot/ as necessary	
	Concrete Bagger	1 unit	
	Scaffoldings and Accessories	1 lot	
	Power Tools	1 lot	
	Welding Tools	1 lot	
	Plumbing Tools	1 lot	
	Electrical Tools	1 lot	
	Carpentry Tools	1 lot	
	Painting Tools	1 lot	
11	No further instruction.		
11.2	The ABC is Seven Million Five Hundred Seventy-Seven Thousand Seventy-Two Pesos and Twenty-Eight Centavos (Php7,577,072.28) . Any bid with a financial component exceeding this amount shall not be accepted.		
13	No further instructions.		
14.2 (a)	The bid prices shall be in Philippine Pesos.		
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: 1. The amount of not less than P151,541.44 , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than P378,853.61 if bid security is in Surety Bond.		

15.2	The bid security shall be valid 120 days after the opening of bids.
16.3	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs. All documents within the Original Bid, along with any accompanying attachments like brochures etc., must be certified as true copies by the authorized representative. In the absence of CTC, the BAC may require submission of the original documents for the purposes of verification, validation, and ascertaining its authenticity.
18	No further instructions.
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
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 documents:</p> <ol style="list-style-type: none"> 1. Certificate of Site Inspection; 2. Company Profile; 3. Latest Income Tax Return and business Tax Return with proof of payment (<i>filed and paid through BIR Electronic Filing and Payment System (eFS)</i>); 4. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months; 5. Latest Audited Financial Statement; and 6. Updated Mayor's Permit, Tax Clearance and DTI or SEC Registration.
21	<p>The following documents shall be submitted by the winning bidder within ten (10) calendar days from receipt of the Notice of Award:</p> <ol style="list-style-type: none"> 1. Manpower schedule; 2. Equipment/tools utilization schedule

Section IV. General Conditions of Contract

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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

GCC Clause	
2	<p>The Intended Completion Date is one hundred fifty (150) calendar days.</p> <p><i>NOTE: The contract duration shall be reckoned from the date of the receipt of the Notice to Proceed.</i></p>
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon receipt of the Notice to Proceed.
6	Not Applicable.
7.2	1 year warranty.
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 ten (10) calendar days of delivery of the Notice of Award.
11.2	<p>The period between Program of Work updates is Ten (10) days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is ten percent (10%) of the amount of the next progress billing.</p>
13	The amount of the advance payment is fifteen percent (15%) of the Contract Price, which shall be given to the Contractor not later than fifteen (15) calendar days from receipt by the Procuring Entity of the Contractor's request.
14	The Contractor must submit statement of work accomplished (SWA) and corresponding request for progress payment within 30%, 50% and 80% and 100% for final billing of actual work accomplished and upon final completion.
15.1	No further instruction.
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 Thirty Thousand Pesos (Php30,000.00).

Section VI. Technical Specifications

A. GENERAL CONDITIONS

Complete all works for the project “**Repair and Renovation of the Office of Post Clearance Audit Group (PCAG), Bureau of Customs**” including supply of all materials, equipment, and systems, as well as the performance of all necessary labor and processes, in accordance with the plans, specifications, the Bidding Documents, the Terms of References and other related contract documents.

The contractor is not limited to the scope of works listed. They should verify all plans and actual conditions for the necessity of work. If the actual situation calls for demolition, removal, and relocation he shall include such and all concomitant works to finish as part of the scope of work.

Any discrepancies found between the drawings and specifications and the site conditions or any errors or omissions in the drawings or specifications should be clarified with Architect/Consultant/Engineer.

Should the contractor fail to verify or clarify discrepancies, errors, conflicts, or omissions in the drawings and specifications, it shall be deemed that the contractor has included in the preparation of his bid the necessary works, materials, or items needed to satisfy the general scope of works.

B. SCOPE OF WORKS

1. Mobilization

- a. Preparation of logistics of contractor’s equipment;
- b. Setting up of temporary facilities within the site; and
- c. Setting up of necessary water and power lines required for the Project.

2. Demobilization

- a. Site clean-up;
- b. Hauling of debris and materials from the project site to the appropriate disposal area; and
- c. Removal and hauling of tools and equipment from the project site.

3. Carpentry Works

- a. Supply and installation of 9 mm gypsum board with complete standard metal furring support on all ceilings as shown in the plans and Bill of Quantities (BOQ);
- b. Supply and installation of 6mm fiber cement board with complete standard metal stud support on all drywall partitions as shown in the plans and BOQ; and
- c. Installation of accent walls using PVC wall cladding of Lounge Area as indicated in the plans and BOQ.

4. Floor and Tiling Works

- a. Supply and installation of 60cm x 60cm floor and as indicated in the plans and BOQ;
- b. Supply and installation of 30cm x 60cm wall tiles as indicated in the plans and BOQ; and
- c. Supply and installation of 50cm x 50cm carpet floor tiles as indicated in the plans and BOQ.

5. Electrical Works

- a. Supply and installation of all lighting fixtures as shown on the Reflected Ceiling Plan or as specified by the architect and/or end-users' representative;
- b. Supply and installation of wiring devices, switches, outlets, and accessories as shown in the plans and BOQ; and
- c. Supply and installation of wiring cables and roughing-ins as per plans and BOQ.

6. Concrete and Masonry Works

Provision of concrete walls for the toilets of Director's Office, Attorney's Office and Assistant Commissioner's Office as shown in the plans and BOQ.

7. Plumbing Works

Installation of water closet with lavatory sets, urinal, stainless sink, pipes and fittings with complete accessories as indicated in the plans and BOQ.

8. Painting Works

- a. All surface defects shall be repaired and all surfaces shall be scraped to remove deteriorated coatings and other deleterious materials. Surfaces shall then be cleaned with steam or with a commercial cleaner to remove all grease, oil, and chemical residues;
- b. Prior to painting works, surfaces on masonry, wood, and metal must be free from any dirt, grease, old paint, and rust, eliminate loose or peeling paint, and get rid of rust deposits before applying primer/putty and paint finish; and
- c. Contractor shall ensure that all delivered painting materials to the work site shall be in original containers with seals and labels intact. Containers shall not be opened until after they have been inspected by the End-user or its duly authorized representative.

9. Doors and Glass Works

- a. Supply and installation of frameless tempered glass door and fixed tempered glass with doors as shown in the plans and BOQ including its accessories such as door-knobs lever type heavy duty and hinges; and
- b. Supply and installation of laminated flush door, double swing flush door, steel door and flush door with jamb with complete accessories as indicated in the plans and BOQ.

10. Others

- a. Supply and installation of Seven (7) 800 mm diameter BOC seals as indicated in the plans and BOQ.

11. Permits, Licenses, and Taxes

- a. The contractor shall secure and pay all permits, fees, licenses, taxes, etc. necessary for the execution of the general construction works for the project;
- b. The contractor shall prepare the complete Contract Documents consisting of detailed designs and construction drawings (**architectural, electrical, structural, mechanical, plumbing/sanitary, electronic and communication layout**) in accordance needed by the Municipal Engineering Office for the building permit purposes; and
- c. The contractor shall prepare a monthly progress report which shall include an overall progress chart based on the actual physical accomplishment of construction work and a progress chart based on the actual value of accomplished construction work, among others.

12. Payment Terms

The Schedule of Billing specified in the table below shall be followed by the contractor:

Order of Billing	Project Accomplishment Percentage
First (1 st) Billing	At least 30% of the work has been accomplished
Second (2 nd) Billing	At least 50% of the work has been accomplished
Third (3 rd) Billing	At least 80% of the work has been accomplished
Final Billing	100% accomplished

C. SPECIFICATIONS

All drawings, whether small-scale or detailed drawings, are intended to work in unison with the specifications and to form part thereof, where figures are given, they are to be followed in preference to measurement by scale. Anything shown in the drawings but not mentioned in the specifications (or vice-versa) or anything not expressively set forth in either (but which is reasonably implied) shall be furnished and installed.

1. Carpentry Works

The scope of work under this section consists of furnishing of all materials, labor, tools, equipment, and performance of all operations relative to the fabrication, delivery to the site.

a. Ceiling works

Ceiling works shall utilize fiber cement boards with complete standard metal furring supports. Manholes shall be provided.

- b. Drywalls
 - a. Drywalls shall utilize fiber cement boards with complete standard metal studs supports.
- 2. Floor and Tiling Works
 - a. Wall to be finished with glazed tiles or elsewhere indicated as such in the drawings, shall be chipped off, cleaned thoroughly with a wire brush, washed with clean water, and painted up solid with 1:2 cement mortar before applying wainscoting.
 - b. The tiles and their accessories shall be free from imperfection that affects their quality, appearance and strength. The tile should be thoroughly soaked in water before installation. All tiles for wainscoting shall be set to correct grades and levels true to lines, laid even, and shall be set truly vertically in accordance with the details shown on the drawing the tiles shall be firmly laid on 1:2 cement paste.
- 3. Plumbing Works
 - a. All works shall comply with the requirement and provision of the national plumbing code of the Philippines;
 - b. All fixtures shall be separately trapped. The traps shall be placed as near as possible to the fixtures;
 - c. No fixtures shall be double trapped;
 - d. Horizontal waste lines shall be secured by hook to the building frames or embedded in concrete whenever necessary;
 - e. Horizontal waste line receiving the discharge from two or more fixtures shall be provided with vents connected to the station at least 1.20m from floor level;
 - f. Connection of the water closet shall be made to the soil pipe by means of charges and asbestos packing without the use of water, or cement;
 - g. Waste pipe potable water line pipes shall be extended to all the fixtures outlets and equipment from the gate valve near the riser;
 - h. Provide and installed complete floor drain shown on plan, brass or nickel plated 4"x4" with waste line, P-trap and vents; and
 - i. All pipes, fitting traps, fixtures, appurtenances and devices of plumbing and drainage system shall be inspected and approved by the engineer to ensure compliance with all requirements of all codes and regulations referred in these specifications.

Section VII. Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

Section VIII. Bill of Quantities

PROJECT: Repair and Renovation of Office of Post Clearance Audit Group (PCAG), Bureau of Customs

LOCATION: Gate 3, South Harbor, Port Area, Manila

DESCRIPTION	QTY		MATERIAL COST		LABOR COST	TOTAL
	# Units	UM	P/Unit	Total		
A. Mobilization/Demobilization						
	1.00	lot				
			sub-total=			
B Demolition Works						
	1.00	lot	sub-total=			
C Carpentry Works						
Ceiling (800 sq.m.):	320.00	sht/s				
Gypsum board (9mm)	980.00	lgth				
Metal Furring (3m length)	320.00	lgth				
Carrying Channel (3m length)	11,500.00	pcs				
Blind Rivet	3,600.00	pcs				
Metal Screw	210.00	lgth				
Wall Angle – 3m Length	1.00	lot				
Miscellaneous						
Backdrop @ Lounge area (13 sq.m.):	20.00	pcs				
PVC wall cladding (6x.15 m)	250.00	pcs				
Metal Screw	1.00	lot				
Miscellaneous						
Built-in Cabinets (215.12 sq.m.):	85.00	sht/s				
Plyboard 3/4"	30.00	bag				
Skim coat (25 kg)	1.00	lot				
Duco paint	1.00	lot				
Sandpaper	1.00	lot				
Cabinet accessories	1.00	lot				
Consumables						
Built-in Office Staff Table, Conference Table and Mini Conference table (127.92 sq.m.):	55.00	sht/s				
Plyboard 3/4"	18.00	bag				
Skim coat (25 kg)	1.00	lot				
Duco paint	1.00	lot				
Sandpaper	340.00	l.m				

	B.I Square tube (50mm x 25mm x 1.2 mm THK.) (6m)	10.00	sht/s				
	Acrylic Sheet (5mm Thk.) 4x8 ft.	1.00	lot				
	Kiln Dry Wood (4x2in 8ft.)	1.00	lot				
	Consumables						
	Drywall Partitions (147.9 sq.m.):	125.00	sht/s				
	4' x 8' – Plywood / Fiber Cement Board (6 mm)	178.00	pcs				
	3m Length – Metal Studs	2,370.00	pcs				
	Rivets	792.00	pcs				
	Metal Screw	1.00	lot				
	Miscellaneous	320.00	sht/s				
				Sub-total=			
D.	Floor and Tiling Works						
	50cm x 50cm Floor Carpet Tiles (140 sq.m.)	610.00	pcs				
	60cm x 60cm floor tiles (620 sq.m.)	1790.00	pcs				
	60cm x 60cm floor tiles (Toilets) (40 sq.m.)	135.00	pcs				
	60cm x 30cm wall tiles "full height" (165 sq.m.)	950.00	pcs				
	Portland Cement (965 sq.m.)	340.00	bags				
	Tile adhesive (25 kg)	155.00	bags				
	Tile grout	135.00	bags				
	Sand	33.00	cu.m.				
	Consumables	1.00	lot				
				Sub-total=			
E.	Concrete and Masonry Works						
	Masonry Wall (23 sq.m.):						
	4" Concrete Hollow Block	320.00	pcs				
	Portland Cement	13.00	bags				
	Sand	1.00	cu.m				
	6m Length – 10mm Deformed Reinforcing Bars	15.00	pcs				
	GI Tie Wire #16	1.15	kg				
	Cement Plaster Finish – 2 faces:						
	Portland Cement	18.00	bags				
	Fine Sand	1.24	cu.m				
	Consumables	1.00	lot				
				sub-total=			
F.	Electrical Works						

	Conduits, Boxes and Fittings						
	15mmØ x 3.00 m Polyvinyl Chloride (PVC) Pipe	170.00	pcs				
	15mmØ 90° PVC Elbow (Long bend)	60.00	pcs				
	15mmØ PVC Adapter w/ Locknut and Bushing	120.00	sets				
	Junction Box w/ Cover (PVC)	280.00	pcs				
	Utility Box (PVC)	175.00	pcs				
	Wiring and Wiring Devices						
	2.0 mm ² Electric Wire THHN Stranded	8.00	boxes				
	3.5 mm ² Electric Wire THHN Stranded	6.00	boxes				
	1-Gang Switch, 16A, 250V	25.00	pcs				
	2-Gang Switch, 16A, 250V	15.00	pcs				
	LED Square Panel Light 12W (Recessed Type)	320.00	pcs				
	LED Strip Light	1.00	lot				
	Duplex Convenience Outlet 16A, 250V.	135.00	pcs				
	Duplex Convenience Outlet 16A, 250V. Weatherproof type	10.00	pcs				
	Exhaust Fan 10" Ceiling Mounted w/ Flexible pipe/Ducting	10.00	sets				
	Miscellaneous and Consumables	1.00	lot				
				sub-total=			
G.	Plumbing Works						
	Fixtures:						
	Water Closet with Bidet	12.00	sets				
	Wall-Hung lavatory	9.00	sets				
	Urinal	4.00	sets				
	Pipes and fittings	1.00	lot				
	stainless sink	2.00	pcs				
	Consumables	1.00	lot				
				sub-total=			
H.	Painting Works						
	Ceiling & drywall partitions (1248 sq.m):						
	Flat Latex	70.00	gals				
	Semi-Gloss Latex (double coat)	130.00	gals				
	Skim coat (25 kg)	135.00	bags				
	Paint Thinner	90.00	gals				
	Paint Brush	1.00	lot				
	Paint Roller	1.00	lot				
	Drop cloths	1.00	lot				
	Paint tray	1.00	lot				

	Sandpaper	1.00	lot				
	Consumables	1.00	lot				
				Sub-total=			
I.	Doors and Glass Works						
	Supply and Installation of 3.80m x 2.8m Fix Tempered Glass w/ Door (Ascomm Conference Room)	1.00	set				
	Supply and Installation of 2.60m x 2.8m Fix Tempered Glass w/ Door (Mini Conference Room)	5.00	sets				
	Supply and Installation of PVC Door	9.00	sets				
	Supply and Installation of Sliding PVC Door	3.00	sets				
	Supply and Installation of 1.9m x 2.1 Frameless Tempered Glass Door	2.00	sets				
	Supply and Installation of Double Swing Flush Door	1.00	set				
	Supply and Installation of Laminated Flush Door	4.00	sets				
	Supply and Installation of Flush Door with Jamb	13.00	sets				
	Supply and Installation of 0.9m x 2.1 Frameless Tempered Glass Door	4.00	sets				
	Supply and Installation of Steel Door (Fire Exit)	1.00	set				
	Door Accessories and Consumables	1.00	lot				
				Sub-total=			
J.	Others						
	BOC Seal (800 mm dia.)	7.00	pcs				
	Consumables	1.00	lot				
				Sub-total=			

Direct Cost

Material Cost _____

Labor Cost _____

Mobilization/Demobilization _____

Total Direct Cost _____

Indirect Cost _____

Overhead, Contingencies _____

Miscellaneous OCM (12% of DC) _____

Contractors Profit (8% of DC) _____

Total Indirect Cost _____

Tax (5% of DC + IC) _____

TOTAL PROJECT COST _____

Amount in Words:

Submitted by: _____

Date: _____

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- (f) Project Requirements, which shall include the following:
- a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

- (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

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

Other documentary requirements under RA No. 9184

- (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (l) 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**
- (m) Cash Flow by Quarter.

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

¹ currently based on GPPB Resolution No. 09-2020

- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

**Contract Agreement Form for the
Procurement of Infrastructure Projects (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 this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter 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 part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. 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;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder’s conforme thereto; and
- e. 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 thereto have caused this Agreement to be executed the day and year first before 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]

Statement of Single Largest Completed Contract

which is similar in nature

Business Name: _____

Business Address: _____

Name of Contract	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

List of all Ongoing Government & Private Contracts including Contracts awarded but not yet started

Business Name: _____

Business Address: _____

Name of Contract	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started within three (3) years (government and private contracts, which may be similar or not similar to the project being bid) prior to opening of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. 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.

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **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]

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]

