



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

Bidding Documents for the Repair and Renovation of the Enforcement and Security Services (ESS) Building

**Project No: BOC-INFRA-2024-07
October 2024**

TABLE OF CONTENTS

SECTION I. INVITATION TO BID.....	4
SECTION II. INSTRUCTIONS TO BIDDERS	6
1. Scope of Bid.....	7
2. Funding Information	7
3. Bidding Requirements.....	7
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	7
5. Eligible Bidders.....	8
6. Origin of Associated Goods	8
7. Subcontracts	8
8. Pre-Bid Conference	8
9. Clarification and Amendment of Bidding Documents.....	9
10. Documents Comprising the Bid: Eligibility and Technical Components.....	9
11. Documents Comprising the Bid: Financial Component	9
12. Alternative Bids	10
13. Bid Prices	10
14. Bid and Payment Currencies.....	10
15. Bid Security.....	10
16. Sealing and Marking of Bids.....	10
17. Deadline for Submission of Bids	11
18. Opening and Preliminary Examination of the Bids	11
19. Detailed Evaluation and Comparison of Bids.....	11
20. Post Qualification.....	11
21. Signing of Contract	12
SECTION III. BID DATA SHEET	13
SECTION IV. GENERAL CONDITIONS OF CONTRACT	18
1. Scope of Contract.....	19
2. Sectional Completion of Works	19
3. Possession of Site.....	19
4. The Contractor’s Obligations.....	19
5. Performance Security	20
6. Site Investigation Reports	20

7.	Warranty.....	20
8.	Liability of the Contractor.....	20
9.	Termination for Other Causes.....	20
10.	Dayworks.....	21
11.	Program of Work.....	21
12.	Instructions, Inspections and Audits.....	21
13.	Advance Payment.....	21
14.	Progress Payments.....	21
15.	Operating and Maintenance Manuals.....	22
SECTION V. SPECIAL CONDITIONS OF CONTRACT.....		23
SECTION VI. SPECIFICATIONS.....		24
SECTION VII. DRAWINGS.....		36
SECTION VIII. BILL OF QUANTITIES.....		
SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS...		



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

Section I. Invitation to Bid

Section I. Invitation to Bid

“Repair and Renovation of the Enforcement and Security Services (ESS) Building”

1. The Bureau of Customs (BOC), through the FY 2024 General Appropriations Act intends to apply the sum of Two Million Seven Hundred Eleven Thousand Eight Hundred Ninety-Six Pesos and Fifty Centavos (PhP2,711,896.50) being the Approved Budget for the Contract (ABC) to payments under the contract for the “Repair and Renovation of the Enforcement and Security Services (ESS) Building” 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 the Enforcement and Security Services (ESS) Building. Completion of the Works is required for ninety (90) 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 November 19, 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 Five Thousand Pesos (P5,000.00). 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 November 26, 2024, 10:00 a.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 December 09, 2024, 9:30 a.m. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.1.
9. Bid opening shall be on December 09, 2024, 10:00 a.m. at the given address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

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: November 19, 2024

ATTY. ERWIN T. MENDOZA
Chairperson, BOC-BAC

Section II. Instructions to Bidders

TABLE OF CONTENTS

<u>1.</u>	<u>Scope of Bid</u>	<u>7</u>
<u>2.</u>	<u>Funding Information</u>	<u>7</u>
<u>3.</u>	<u>Bidding Requirements</u>	<u>7</u>
<u>4.</u>	<u>Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices</u>	<u>8</u>
<u>5.</u>	<u>Eligible Bidders</u>	<u>8</u>
<u>6.</u>	<u>Origin of Associated Goods</u>	<u>8</u>
<u>7.</u>	<u>Subcontracts</u>	<u>8</u>
<u>8.</u>	<u>Pre-Bid Conference</u>	<u>9</u>
<u>9.</u>	<u>Clarification and Amendment of Bidding Documents</u>	<u>9</u>
<u>10.</u>	<u>Documents Comprising the Bid: Eligibility and Technical Components</u>	<u>9</u>
<u>11.</u>	<u>Documents Comprising the Bid: Financial Component</u>	<u>10</u>
<u>12.</u>	<u>Alternative Bids</u>	<u>10</u>
<u>13.</u>	<u>Bid Prices</u>	<u>10</u>
<u>14.</u>	<u>Bid and Payment Currencies</u>	<u>10</u>
<u>15.</u>	<u>Bid Security</u>	<u>10</u>
<u>16.</u>	<u>Sealing and Marking of Bids</u>	<u>11</u>
<u>17.</u>	<u>Deadline for Submission of Bids</u>	<u>11</u>
<u>18.</u>	<u>Opening and Preliminary Examination of Bids</u>	<u>11</u>
<u>19.</u>	<u>Detailed Evaluation and Comparison of Bids</u>	<u>11</u>
<u>20.</u>	<u>Post Qualification</u>	<u>12</u>
<u>21.</u>	<u>Signing of the Contract</u>	<u>12</u>

A. General

1. Scope of Bid

The Procuring Entity, BOC invites Bids for the “Repair and Renovation of the Enforcement and Security Services (ESS) Building” with Project Identification Number “BOC-INFRA-2024-07”.

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 Government of the Philippine (GOP) through the source of funding as indicated below for FY 2024 General Appropriations Act in the amount of Two Million Seven Hundred Eleven Thousand Eight Hundred Ninety-Six Pesos and Fifty Centavos (PhP2,711,896.50).

- a. 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 April 08, 2025. 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 the Enforcement and Security Services (ESS) Building”</p> <p>The identification number of the Contract is: BOC-INFRA-2024-07</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 Two Million Seven Hundred Eleven Thousand Eight Hundred Ninety-Six Pesos and Fifty Centavos (PhP2,711,896.50).</p> <p>The name of the Project is “Repair and Renovation of the Enforcement and Security Services (ESS) Building”</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 December 09, 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 November 26, 2024, 10:00 a.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	<p>The Procuring Entity's address is:</p> <p>Bureau of Customs OCOM Building, South Harbor, Gate 3, Port Area, Manila. Telefax Number: 527-9757 Email address: bacsecretariat@customs.gov.ph</p>																																	
10.3	PCAB License Category C&D, Size Range Small B																																	
10.4	<p>The minimum work experience requirements for key personnel are the following:</p> <table border="1" data-bbox="400 600 1391 2038"> <thead> <tr> <th data-bbox="400 600 730 636">Key Personnel</th> <th data-bbox="730 600 1066 636">Requirement</th> <th data-bbox="1066 600 1391 636">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 636 730 1003">Project-In-Charge</td> <td data-bbox="730 636 1066 1003"> Bachelor of Science in Architecture/Bachelor of Science in Civil Engineering and (Licensed Civil Engineer/Licensed Architect) Building Construction Experience </td> <td data-bbox="1066 636 1391 1003">Five (5) years</td> </tr> <tr> <td data-bbox="400 1003 730 1151">Registered Electrical Engineer</td> <td data-bbox="730 1003 1066 1151">Registered Electrical Engineer and Building Construction Experience</td> <td data-bbox="1066 1003 1391 1151">Five (5) years</td> </tr> <tr> <td data-bbox="400 1151 730 1299">Master Plumber</td> <td data-bbox="730 1151 1066 1299">Registered Master Plumber and Building Construction Experience</td> <td data-bbox="1066 1151 1391 1299">Five (5) years</td> </tr> <tr> <td data-bbox="400 1299 730 1375">Foreman</td> <td data-bbox="730 1299 1066 1375">Building Construction Experience</td> <td data-bbox="1066 1299 1391 1375">Five (5) years</td> </tr> <tr> <td data-bbox="400 1375 730 1451">Leadman</td> <td data-bbox="730 1375 1066 1451">Building Construction Experience</td> <td data-bbox="1066 1375 1391 1451">Five (5) years</td> </tr> <tr> <td data-bbox="400 1451 730 1630">Welder</td> <td data-bbox="730 1451 1066 1630">Building Construction Experience and National Certification Level II</td> <td data-bbox="1066 1451 1391 1630">Five (5) years</td> </tr> <tr> <td data-bbox="400 1630 730 1778">Plumber</td> <td data-bbox="730 1630 1066 1778">Building Construction Experience and National Certification Level II</td> <td data-bbox="1066 1630 1391 1778">Five (5) years</td> </tr> <tr> <td data-bbox="400 1778 730 1926">Electrician</td> <td data-bbox="730 1778 1066 1926">Building Construction Experience and National Certification Level II</td> <td data-bbox="1066 1778 1391 1926">Five (5) years</td> </tr> <tr> <td data-bbox="400 1926 730 2002">Painter</td> <td data-bbox="730 1926 1066 2002">Building Construction Experience</td> <td data-bbox="1066 1926 1391 2002">Five (5) years</td> </tr> <tr> <td data-bbox="400 2002 730 2038">Mason</td> <td data-bbox="730 2002 1066 2038">Building Construction</td> <td data-bbox="1066 2002 1391 2038">Five (5) years</td> </tr> </tbody> </table>	Key Personnel	Requirement	Relevant Experience	Project-In-Charge	Bachelor of Science in Architecture/Bachelor of Science in Civil Engineering and (Licensed Civil Engineer/Licensed Architect) Building Construction Experience	Five (5) years	Registered Electrical Engineer	Registered Electrical Engineer and Building Construction Experience	Five (5) years	Master Plumber	Registered Master Plumber 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	Five (5) years
Key Personnel	Requirement	Relevant Experience																																
Project-In-Charge	Bachelor of Science in Architecture/Bachelor of Science in Civil Engineering and (Licensed Civil Engineer/Licensed Architect) Building Construction Experience	Five (5) years																																
Registered Electrical Engineer	Registered Electrical Engineer and Building Construction Experience	Five (5) years																																
Master Plumber	Registered Master Plumber 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	Five (5) years																																

		Experience	
	Tile Setter	Building Construction Experience	Five (5) years
	Safety Officer	Building Construction Experience, National Certification Level II and Construction Occupational Safety and Health (COSH) Certificate	Three (3) years
	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
4x2 Mini Dump Truck (4 cubic meter Capacity)	1 lot
6-wheeler Elf Truck (18ft length)	1 lot
One Bagger Concrete Mixer	1 unit
Chipping Gun	1 unit
Jackhammer	1 unit
Rotary Hammer Drill	2 units
Electric Drill	2 units
Cut Off Machine	1 unit
Electric Jig Saw	1 unit
Circular Saw	1 unit
Table Saw	1 unit
Angle Grinder	2 units
300A Welding Machine	2 units
Megger Test Equipment	1 unit
Multi-Tester Equipment	1 unit
Self-Levelling Laser	2 units

	Nail Gun	1 unit
	Paint Sprayer	2 units
	Air Compressor	2 units
	Pipe Fusion Welding Machine	1 unit
	Tile Cutter Machine	1 unit
	Vacuum Cleaner	2 units
	Electric Sander	1 unit
	Wood Router	1 unit
	Pressure Washer	1 unit
	Construction Ladder	1 lot
	Scaffolding and accessories	1 lot
	Personal Protective Equipment (PPE)	1 lot
11	No further instruction.	
11.2	<p>The ABC is Two Million Seven Hundred Eleven Thousand Eight Hundred Ninety-Six Pesos and Fifty Centavos (PhP2,711,896.50).</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>	
13	No further instructions.	
14.2 (a)	The bid prices shall be in Philippine Pesos.	
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"> 1. The amount of not less than P54,237.93, 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 P135,594.83 if bid security is in Surety Bond. 	
15.2	The bid security shall be valid 120 days after the opening of bids.	
16.3	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs.</p> <p>All documents within the Original Bid, along with any accompanying attachments like brochures etc., must be originally signed and certified as true copies by the bidder and/or authorized representative.</p>	

	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 and/or authorized representative of the notice from the BAC that it submitted the Single/Lowest Calculated Bid, the Bidder shall submit the following documents:</p> <ol style="list-style-type: none"> 1. ISO Certification; 2. Certificate of Site Inspection; 3. Special Power of Attorney (in case of Sole Proprietorship), if applicable; 4. Certificate of Satisfactory Performance Rating from the latest project or ongoing project; 5. Latest Income Tax Return and business Tax Return with proof of payment (<i>filed and paid through Bureau of Internal Revenue (BIR) Electronic Filing and Payment System (eFS)</i>); 6. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 2 quarters; 7. Latest Audited Financial Statement duly received by the BIR and Security and Exchange Commission (SEC); and 8. 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

TABLE OF CONTENTS

1. SCOPE OF CONTRACT.....	18
2. SECTIONAL COMPLETION OF WORKS	18
3. POSSESSING SITE	18
4. THE CONTRACTOR’S OBLIGATION.....	18
5. PERFORMANCE SECURITY.....	19
6. SITE INVESTIGATION REPORTS	19
7. WARRANTY.....	19
8. LIABILITY OF THE CONTRACTOR.....	19
9. TERMINATION FOR OTHER CAUSES	19
10. DAYWORKS.....	20
11. PROGRAM OF WORK.....	20
12. INSTRUCTION, INSPECTIONS AND AUDITS.....	20
13. ADVANCE PAYMENT	20
14. PROGRESS PAYMENT	20
15. OPERATING AND MAINTENANCE MANUALS	20

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	The Intended Completion Date is ninety (90) calendar days . <i>NOTE: The contract duration shall be reckoned from the date of the receipt of the Notice to Proceed.</i>
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 further instructions.
11.1	The Contractor shall submit the Program of Work to the BAC Secretariat within ten (10) calendar days from the receipt of the Notice of Award.
11.2	The Contractor is given a period of ten (10) days to submit an updated Program of Work upon receipt of the recommendation from the Technical Inspection and Acceptance Committee (TIAC).
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	Please refer to item no. 12 of Section VI. Technical Specifications.
15.1	The Contractor must submit "as built" drawings and operating and maintenance manuals, if applicable, within fifteen (15) calendar days upon project completion.
15.2	Failure to submit the required documents stated in GCC Clause 15.1, the BOC shall withhold the last payment.

Section VI. Technical Specifications

A. GENERAL CONDITIONS

Complete all works for the project repair and renovation of the ESS Building. The project consists of the repair and renovation works which includes the repair of ceiling, front façade, hallway area, roofing, ESS main gate, and plumbing works as found in this document (Scope of Works). Also included are 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. He 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. The contractor will be held liable for any damages that occur to the newly installed structured cabling during the execution of this project.

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 General Services Division (GSD) Architect /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

1. Mobilization

- a. Preparation of logistics of contractor's equipment;
- b. Setting up of temporary facilities within the site;
- c. Setting up of necessary water and power lines required for the Project;
- d. Setting up of Temporary Fence Enclosure;
- e. Installation of Project Details Tarpaulin Signage; and
- f. Inventory of items to turn-over.

2. Site Works

- a. Site demolition and dismantling;

- b. Hauling of debris; and
- c. Application of pest control chemicals.

3. Carpentry Works

- a. Supply and installation of 12mm gypsum board with complete standard metal furring support on all ceilings as indicated in the plans and Bill of Quantities (BOQ);
- b. Supply and installation of 18mm thk. Melamine (Faux Wood) with complete standard metal stud support on all drywalls as indicated in the plans and BOQ;
- c. Supply, fabrication and installation of accent wall as indicated in the plans and BOQ; and
- d. Supply, fabrication, and installation of all cabinets (pantry counter and cabinets, lavatory w/ built-in cabinet, countertop w/ built-in cabinet and all office cabinets) including all backdrops as indicated in the plans and BOQ.
- e. Supply and installation of Bureau of Customs (BOC) logo.

4. Tiling Works

Supply and installation of floor tiles, wall tiles, vinyl tiles and carpet tiles as indicated in the plans and BOQ.

5. Doors, Windows and Mirrors

- a. Supply and installation of all doors with corresponding door jambs as indicated in the plans and BOQ;
- b. Supply and installation of glass windows as indicated in the plans and BOQ;

6. Electrical and Auxiliary Works

- a. Dismantling of existing lighting fixture, wiring devices, roughing-ins/raceways, and accessories;
- b. Supply and installation of complete electrical system as indicated in the plans;
- c. Supply and installation all lighting fixtures as shown on the Reflected Ceiling Plan (RCP) or as specified by the architect and/or End-user's representative;
- d. Supply and installation of wiring devices, switches, outlets, and accessories as indicated in the plans and BOQ;
- e. Supply and Installation of Telephone and Data cable for the communication conduit system as indicated in the plans;
 - Unshielded Twisted Pair (UTP) cable cat6 for data and telephone system.
- f. Supply and installation of panel board with circuit breakers as indicated in the plans and BOQ;
- g. Supply and installation of wiring cables and roughing-ins as per plans and BOQ;

- h. Supply and Installation of new exhaust fan for comfort room and pantry as indicated in the plans;
- i. All exposed existing electrical wirings, data cable and telephone line inside the building shall be covered using uPVC moldings, use appropriate size to accommodate the wires and cables with proper insulation, do not combine the electrical wire, data cable and telephone line on the same raceways;
- j. Complete testing and commissioning of all electrical lighting, power and auxiliary systems using valid calibrated test equipment's with GSD representative;
- k. Submission of all test reports;
- l. All Wiring Devices (Convenience Outlet, Lights, Switches, and Data/Tel) and Distribution Boards/Sub-Main Distribution Board Shall be labelled using labelling machine as per Electrical Design Plan; and
- m. Securing of electrical wiring permit and certificate of electrical inspection.

7. Plumbing Works

- a. Supply and installation of replacement plumbing fixtures as indicated in the plans and BOQ;
- b. Supply and installation of other bathroom fixtures and pipe fittings as needed in relation to the plumbing works in the plans;
- c. Supply and installation of piping for new sanitary, drainage and waterline layout including Air Admittance Valve (AAV) for kitchen sink;
- d. De-clogging of pipes and siphoning of existing septic tank;
- e. Verification and tapping points of sanitary and water supply lines; and
- f. Any necessary fittings and accessories not indicated in the plans shall be provided to complete the installation.

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;
- c. Painting of furniture, walls, and ceiling as indicated in the plans and BOQ; and
- d. 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. Demobilization

- a. Turn-over of items covered by inventory submitted during mobilization;
- b. General Site Cleaning;
- c. Submit working drawings (as-built plan) of the following:
 - Architectural

- Structural
 - Electrical & Auxiliary
 - Plumbing
- d. Hauling of debris and materials from the project site to the appropriate disposal area; and
 - e. Removal and hauling of tools and equipment from the project site.

10. 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 weekly progress report which shall include an overall progress chart based on actual physical accomplishment of construction work and a progress chart based on actual value of accomplished construction work, among others.

11. Certifications

- a. The contractor must possess at least a PCAB License Category C&D, Size Range Small B;
- b. The contractor shall submit a Certificate of Satisfactory Performance issued by the Bureau of Customs (for entities with previous/ongoing contract/s with the Bureau); in the absence of contract/s with BOC, from any other office/agency; and
- c. The contractor shall submit an International Organization for Standardization (ISO 9001:2015) Certificate in construction and contracting issued by an ISO certifying body.

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 50% of the work has been accomplished
Second (2 nd) 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, when 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 expressly set forth in either (but which is reasonably implied) shall be furnished and installed as thought specifically shown in mentioned both.

1. Pre-Construction Phase Guidelines

- a. A joint site inventory must be conducted and signed by the contractor, GSD, and end-user;
- b. The contractor must submit to GSD his Program Evaluation Review Technique (PERT) Chart/Critical Path Method (CPM) chart in Gantt Chart Form before the start of the project;
- c. The contractor must submit to GSD his Construction Safety and Health Program;
- d. The contractor must submit to GSD the list of manpower that shall be utilized for the project along with their respective designations/roles and corresponding qualifications. The most notable figure for the project must be the project manager, preferably an architect or engineer; and
- e. The minimum work experience requirements for key personnel are the following:

Key Personnel	Requirement	Relevant Experience
Project-In-Charge	Bachelor of Science in Architecture/Bachelor of Science in Civil Engineer (Licensed Civil Engineer/Licensed Architect) and Building Construction Experience	Five (5) years
Registered Electrical Engineer	Registered Electrical Engineer and Building Construction Experience	Five (5) years
Master Plumber	Registered Master Plumber and Building Construction Experience	Five (5) years
Safety Officer	Building Construction Experience, National Certification Level II and	

	Construction Occupational Safety and Health (COSH) Certificate	Five (5) years
Foreman	Building Construction Experience	Five (5) years
Carpenter	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 Wiring Installation 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
Laborer	Building Construction Experience	Three (3) years
Warehouseman	Building Construction Experience	Three (3) years

f. The minimum major equipment requirements are the following:

	Equipment/Tools	Number of Unit/s
1	4x2 Mini Dump Truck (4 cubic meter Capacity)	1 lot/ as necessary
2	6-wheeler Elf Truck (18ft length)	1 lot/ as necessary
3	One Bagger Concrete Mixer	1 unit
4	Chipping Gun	1 unit
5	Jackhammer	1 unit
6	Rotary Hammer Drill	2 units
7	Electric Drill	2 units

8	Cut Off Machine	1 unit
9	Electric Jig Saw	1 unit
10	Circular Saw	1 unit
11	Table Saw	1 unit
12	Angle Grinder	2 units
13	300A Welding Machine	2 units
14	Megger Test Equipment	1 unit
15	Multi-Tester Equipment	1 unit
16	Self-Levelling Laser	2 units
17	Nail Gun	1 unit
18	Paint Sprayer	2 units
19	Air Compressor	2 units
20	Pipe Fusion Welding Machine	1 unit
21	Tile Cutter Machine	1 unit
22	Vacuum Cleaner	2 units
23	Electric Sander	1 unit
24	Wood Router	1 unit
25	Pressure Washer	1 unit
26	Construction Ladder	1 lot
27	Scaffolding and accessories	1 lot
28	Personal Protective Equipment (PPE)	1 lot

2. Implementation Phase Guidelines

- a. The contractor must submit Weekly Progress Reports as mentioned in Item B.10.c of this document including photo documentations and weather update to GSD;
- b. The contractor must submit weekly their daily list of manpower;

- c. The project manager, who must be a technical professional, must be present at the project site at all times to properly monitor/oversee the project as technical representative of the contractor's side;
- d. The BOC, thru its Technical Inspection and Acceptance Committee (TIAC) for Civil Works, reserves its right to conduct monitoring inspection, aside from the inspections for billing purposes. The project manager must always be present, especially during inspections for billing purposes, to ensure proper communication instead of relying on the foreman or laborers only;
- e. The approved floor plan and perspective drawings must be posted on a wall or board so that they are readily available and visible whenever necessary;
- f. Materials to be used in the construction/renovation must follow those specified in this document (Scope of Works), the drawings, and/or the BOQ. The Contractor must first secure proper approval of materials to be installed via a written document duly approved by both the end-user and GSD. Any change in materials must also have proper indorsement thereafter.
- g. All testings/activities (e.g., waterproofing test, leak test, slump test, continuity test, insulation resistance test, earthing test, pest control chemical certificate, etc.) conducted by the contractor must be done with the presence of a GSD Engineer/Architect. Corresponding reports must be submitted to GSD for documentation and validation within three (3) calendar days upon completion of the said testing/activity; and
- h. Punchlisting shall be conducted upon 95.00% completion as ascertained by the TIAC.

3. Carpentry Works

- a. Wall
Wall Cladding
Use WPC Fluted Wall Panel
- b. Ceiling
Use 9mm Gypsum board for Conference Area, 19x50x0.5mm Double Furring spaced @ 400mm on center, 12x38x0.8mm Carrying Channel spaced @ 1.2m on center, 25x25x0.5mm Wall angle along perimeter of the area, 25x25x0.4mm Shadowline Plaster trim along perimeter of the area, 20mm Marine plywood for cove lighting frame and drop ceiling, as shown/indicated on the plans and Bill of Quantities (BOQ).
- c. Cabinets/Shelves
Filing Shelves
Use 20mm Marine Plywood painted with Duco Finish.

4. Tiling Works

a. Floor

- i. The tiles and their accessories shall be free from imperfection that affects their quality, appearance, and strength. All tiles shall be set to correct grades and level true to lines, laid even. Submit Material for approval.
- ii. Use 600x600mm Anti Slip Matte Porcelain Floor tiles for Conference room, 600x600mm Matte Porcelain Floor tiles for Pantry area.
- iii. Use heavy duty tile adhesive and tile grout joint filler. Use t-trim/threshold between two different tile materials.

5. Doors, Windows, and Mirrors

a. Door

- i. Glass door shall be 6mm Clear Tempered Glass on Powder coated aluminum framing.

6. Painting

Application of Plastered Paint Finish on all interior and exterior walls/partitions, ceiling, and concrete surfaces within the scope of the interior and exterior renovation works unless otherwise indicated in the plans and specifications.

- a. All paint and accessories, materials incorporated in or forming a part thereof shall be subject to the approval and selection of color, tint, finish, or shade by the Architect.
- b. Painting of all surfaces, except otherwise specified shall be (3) coats work, one primer and two finish coats.
- c. All paint materials shall meet the requirements of paint materials under class A.
- d. All surfaces to be painted shall be examined carefully before beginning any painting work, and other trade works installed in workmanship condition to receive paint or ant particular finish.
- e. All paint materials shall meet the requirements of the specifications set by GSD and shall be delivered on the job in the original container, with labels intact and seal unbroken.
- f. Concrete surfaces.
Latex paint shall be used, and preparation and application must be according to the manufacturer's instructions.
- g. Drywalls;
Latex paint shall be used, and preparation and application must be according to the manufacturer's instructions. Use spray paint for cubicle partition.
- h. Wooden and metal surfaces;

Automotive Lacquer paint shall be used, and preparation and application must be according to the manufacturer's instructions. Use spray paint.

- i. Color pigments shall be used to produce the exact shades of paint, which shall conform to the approved color scheme.

7. Plumbing Works

- a. The work covered by this section consists of furnishing all materials, labor, tools, and equipment in performing all necessary operations for the installation of the complete plumbing system of applicable drawings. All plumbing works shall conform to 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. All horizontal waste or soil pipe shall have a minimum slope of two percent (2%).
- e. All water line shall be Polypropylene Random Copolymer (PPR) Pressure Nominal (PN) 20. Said pipes shall be pressure tested before any cutting or installation is done.
- f. All sanitary and drainage pipe shall be PVC series 1000.
- g. All Toilet shall have individual Ventilation Pipe, use AAV for kitchen sink.

8. Electrical Works

- a. Quality Assurance - All materials to be used shall be new and shall conform with the reference codes and standards. Use of materials shall be further be governed by other requirements, impose on other sections of these specifications. Materials shall be subject to test necessary their fitness if so requires;
- b. Alternate Materials - use of any material, not specified in these specifications may be allowed provided such alternate has been approved by the agency in accordance with generally accepted standards;
- c. Identification of Materials - Each length of pipe, fitting, box, fixture, and device used in the electrical system shall have cast, stamped or indelibly marked on it the manufacturer's trademark or name, the weight, type and classes or product when so required by the standards mentioned above;
- d. Wires and Cables
 - i. All wires shall be copper, soft-drawn and annealed, shall be of 99% conductivity, shall be smooth and true and of the cylindrical form and shall be within +/-1% variation of the actual size called for.
 - ii. Wires and cables shall be plastic insulated for 600 volts working pressure, type Thermoplastic High Heat-resistant Nylon-Coated (THHN) unless otherwise noted.

- iii. All wires and cables shall be color coded, color-coding of wires are as follows:
 - (a) Line 1 – red
 - (b) Line 2 – yellow
 - (c) Line 3 – blue
 - (d) Ground - Green
 - iv. Minimum size of branch circuit wire shall be 3.5 mm² THHN for power and lighting system with 3.5mm² THHN minimum ground wire.
 - v. Wires 3.5 mm² and bigger shall be stranded.
- e. Switches
- i. Switches shall be flush mounted and rated at 15 Amperes (Amps), 250 volts, one way, three-way as required.
 - ii. Switches shall be quiet type, spring loaded, and the cover plates shall be subject to the approval of GSD Architect and Engineer.
- f. Receptacles
- i. Receptacles shall be duplex, flush mounted and rated at 10 Amps., 250 volts, parallel or tandem slots with grounding slots as required. All 110 volts receptacle outlets shall be rated 15 Amps, 120 volts. 220 volts receptacle outlets shall be distinct from the 110 volts receptacle outlets in terms of configurations and shall be provided with markings.
 - ii. Cover plates shall be subject to the approval of the Architect and the Engineer. **Stainless steel cover plate shall be required on all wet or damped area.**
 - iii. All receptacle outlets with Ground-Fault Circuit Interrupters (GFCI) shall be rated for 250 volts application with a sensitivity setting of 300 milliamps.

D. CODES AND STANDARDS

The Project shall conform to the requirements for the necessary standards relative to each aspect. The following standards are as follows, but not limited to, viz:

- i. National Building Code of the Philippines (NBCP) – PD 1096;
- ii. National Structural Code of the Philippines (NSCP);
- iii. National Fire Protection Association (NFPA);
- iv. Philippine Electrical Code (PEC);
- v. New Electrical Engineering Law – RA 7920; and
- vi. National Plumbing Code of the Philippines.

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 the Enforcement and Security Services (ESS) Building

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

DESCRIPTION		QTY		MATERIAL COST		LABOR COST	TOTAL
		# Units	UM	P/Unit	Total		
A.	Mobilization/Demobilization	1	lot				
	Mobilization/Demobilization	1	lot				
	Scaffolding						
				Sub-Total			
B.	Site Works						
	Dismantling/Demolition Works	1	lot				
	Dismantling of Existing Floor Tiles and Ceiling including steel/wood framing.						
	Site Clearing, Cleaning, Hauling of Debris (Demolition/Dismantling)	1	lot				
				Sub-Total			
C.	Cabinets/Furniture Repair Pantry (Under-the-counter and Overhang Cabinet)						
	a. 20mm Marine Plywood Board - Cabinet Door	3	pcs				
	b. Wood Edging	10	pcs				
	c. Wood Adhesive	3	pcs				
	d. Cabinet Accessories Concealed Hinges	32	pcs				
	e. Consumables (common nail, finishing nail, wood screw, etc.)	1	lot				
	2. Duco Finish						
	a. Lacquer Primer Surfacer 4L	2	gals				
	b. Lacquer Thinner	2	gals				
	c. Lacquer Putty	2	gals				
	d. Automotive Laquer Color	2	gals				
	e. Laquer Flo	2	gals				
				Sub-Total			
D.	Ceiling Works (KISAME)						
	a. Gypsum Board 9mm	25	pcs				
	b. Metal Furring (5m)	55	pcs				
	c. 1" x 1" x 3m Wall Angle	20	pcs				
	d. W Clip	225	pcs				
	e. Blind rivits 1/2 x 3/4	250	pcs				

	f. 12x38x0.8mm Carrying Channel @ 5m Length	15	pcs				
	g. Metal Rod	40	pcs				
	h. 25x25x0.4mm Shadowline Plaster Trim @ 3.0m Length	8	pcs				
	i. Consumables	1	pcs				
				Sub-Total			
E.	Floor Tiling Works						
	a. 600x600 Anti Slip Matte Porcelain Floor Tiles (Submit Material for Approval) @Coference room	195	pcs				
	b. 600x600 Anti Slip Matte Porcelain Floor Tiles (Submit Material for Approval) @Pantry area	40	pcs				
	c. Heavy Duty Tile adhesive (25 kg)	40	bags				
	d. Tile grout	5	bags				
	e. Consumables (T-trim, tile leveler and spacer, etc)	1	lot				
				Sub-Total			
F.	Painting Works						
	1. Wall and Ceiling @ Conference Room and Pantry Area (Interior)	5	pcs				
	a. 20kg SkimCoat Superfine	3	bags				
	b. 20kg Jointing Compound Powder	12	gals				
	c. Flat Latex White	8	gals				
	d. Semi Gloss Latex White	4	gals				
	e. Masonry putty	1	lot				
	f. Consumables	5	pcs				
	2. Wall and Ceiling (Exterior)						
	a. 20kg SkimCoat Superfine	2	bags				
	b. Flat Latex White	35	gals				
	c. Semi Gloss Latex White	25	gals				
	d. Masonry putty	3	bags				
	e. Consumables	1	lot				
	3. All Wall and Ceiling Painting (Interior)						
	a. Flat Latex White	515	gals				
	b. Semi-Gloss Latex White	515	gals				
	c. Consumables	1	lot				
	4. Repainting of All Doors						
	a. Duco finish/Varnish	1	lot				
				Sub-Total			
G.	Electrical Work						
	1.Conduits, Boxes and Fittings	65	pcs				
	a. 15mmØ x 3.00 m Polyvinyl Chloride (PVC) Pipe	21	pcs				

b. 15mmØ 90° PVC Elbow (Long bend)	56	sets				
c. 15mmØ PVC Adapter w/ Locknut and Bushing	11	pcs				
d. 20mmØ x 3.00 m Polyvinyl Chloride (PVC) Pipe	3	pcs				
e. 20mmØ 90° PVC Elbow (Long bend)	6	sets				
f. 20mmØ PVC Adapter w/ Locknut and Bushing	21	pcs				
g. 40mmØ x 3.00 m Polyvinyl Chloride (PVC) Pipe	5	pcs				
h. 40mmØ 90° PVC Elbow (Long bend)	3	sets				
i. 40mmØ PVC Adapter w/ Locknut and Bushing	29	pcs				
j. Junction Box w/ Cover (PVC)	39	pcs				
k. Utility Box (PVC)	5	pcs				
l. Square Box (PVC)	65	pcs				
2.Wiring and Wiring Devices						
a. 3.5 mm ² Electric Wire THHN Stranded	4	box				
b. 5.5 mm ² Electric Wire THHN Stranded	1	box				
c. 8.0 mm ² Electric Wire (Green) TW	63	l.m.				
d. 30 mm ² Electric Wire THHN Stranded	126	l.m.				
e. Single Gang Switch, 16A, 250V	2	pcs				
f. 2-Gang Switch, 16A, 250V	2	pcs				
g. LED Round Panel Light 12W (Recessed Type)	21	pcs				
h. LED Rectangular Panel Light 40W	4	pcs				
i. LED Strip Light	1	lot				
j. Single Gang Convenience Outlet 16A, 250V.	5	pcs				
k. Duplex Convenience Outlet 16A, 250V.	1	lot				
l. Weather Proof Duplex Convenience Outlet 16A, 250V.	2	pcs				
m. Duplex Convenience Outlet Floor Mounted Type	13	pcs				
3.Panelboard						
a. Lighting and Power Panelboard (Bolt-on)	1	sets				

	Top Main: 100AT/150AF MCCB,230V,1Phase						
	Branches: 10						
	6 x 20AT, 2P, 230V MCB						
	4 x 32AT, 2P, 230V MCB						
	Enclosure: NEMA-1 FLUSH MOUNTED						
	b. 20mmØ x 3.00 m Polyvinyl Chloride (PVC) Pipe	13	pcs				
	c. 20mmØ 90° PVC Elbow (Long bend)	3	pcs				
	d. 20mmØ PVC Adapter w/ Locknut and Bushing	6	sets				
	e. 5.5 mm ² Electric Wire THHN Stranded	1	box				
	f. 32AT, 2P, 230V, MCB, 6KAIC, BOLT-ON		sets				
				Sub-Total			
H.	Auxiliary Works						
	1.Conduits, Boxes and Fittings						
	15mmØ x 3.00 m Polyvinyl Chloride (PVC) Pipe	85	pcs				
	15mmØ 90° PVC Elbow (Long bend)	4	pcs				
	15mmØ PVC Adapter w/ Locknut and Bushing	4	sets				
	Utility Box (PVC)	8	pcs				
	2.Wiring and Wiring Devices						
	UTP CAT6 Cable	2	roll				
	1-Gang Telephone Outlet	4	sets				
	1-Gang Data Outlet	4	sets				
	3.Conference Table Microphone System	1	lot				
	1 - 16 Channels Main Unit Conference Microphone						
	1 - Chairman Unit Conference Microphone						
	12 - Delegates Unit Conference Microphone						
	4.Conference Sound System	1	lot				
	6 - Wall Mount Speaker						
	1 - Mixer Amplifier						
	1 - Wireless Microphone						
	Miscellaneous and Consumables	1	lot				
				Sub-Total			
I.	Furniture						
	1. Wooden Table with Metal Frame						
	a. (Marine plywood 24mm x 4t x 8ft)	14	pcs				

	b. Tubular (75mm x 50mm x 1.2mm)	35	pcs				
	c. Welding rod	2	box				
	d.Metal Cutting Disc 4"	10	pcs				
	e. Flap Disc for Metal and Wood	5	pcs				
	f. Spray Paint (Metalic Black)	60	pcs				
	g. Consumables	1	lot				
				Sub-Total			
J.	Carpentry Works						
	1. Coffeence Room Wall Area						
	a. WPC Fluted Wall Panel 290cm x 16.cm 2.3cm (Mahogany Wood Finish - as per approval)	12	pcs				
	b. BOC Logo	1	pc				
				Sub-Total			
K.	Directory						
	a. Directory Signage (as per plan)	1	lot				
				Sub-Total			
L.	Main Door Glass Finish						
	a. Tempered Glass Door (as per plan)	1	lot				
				Sub-Total			
M.	Ceiling Front Façade and Hallway Area						
	a. Fiber Cement Board 4.5mm	6	pcs				
	b. Gypsum Board 9mm	10	pcs				
	c. Metal Furring (5m)	45	pcs				
	d. 20kg SkimCoat Superfine	10	bags				
	e. 20kg Jointing Compound Powder	5	bags				
	f. Flat Latex White	10	gals				
	g. Semi Gloss Latex White	10	gals				
	h. Masonry putty	3	gals				
	i. Consumables	1	lot				
				Sub-Total			
N.	Plumbing Works						
	a. Water tank and 2nos - 2HP Presurzed motor with synchronize motor control panel.	1	lot				
	b. Arton for water tank (tig welding)	1	lot				
	c. 20mmØ x 3.00 m (PPR) Pipe	13	pcs				
	d. 20mmØ 90° PPR Elbow (Long bend)	3	pcs				
	e. 20mmØ PPR Adapter w/ Locknut and Bushing	6	sets				
	f. 5.5 mm ² Electric Wire THHN Stranded	1	box				

	g.32AT, 2P, 230V, MCB, 6KAIC, BOLT-ON	1	sets				
	h . Miscellaneous and Consumables / Siphoning	1	lot				
				Sub-Total			
O.	Roofing Works						
	a. WaterProffing 16L/Pail	3	pcs				
	b. Roofing Paint 16L/Pail	8	pcs				
	c. Silicon Sealant 300ml	5	pcs				
	d. Vulcaseal 1/2L	5	pcs				
	e. Repair of dilapidated roofing sheets	10	pcs				
				Sub-Total			
P.	ESS Main Gate						
	Repair and Repainting						
	a. Replacement of plain GI sheet and Repair	1	lot				
				Sub-Total			
		Total Material and Labor Cost					

Direct Cost

Material Cost _____

Labor Cost _____

Mobilization _____

Total Direct Cost _____

Indirect Cost

Overhead, Contingencies
Miscellaneous OCM (15% of DC)

Contractors Profit (10% 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]

