



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
CUSTOMS' OFFICES OF ESS, CIIS & XIP
AT THE PORT OF CLARK**

**Project No: BOC-INFRA-2025-02
May 2025**

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	8
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	19
1. Scope of Contract.....	20
2. Sectional Completion of Works	20
3. Possession of Site.....	20
4. The Contractor's Obligations	20
5. Performance Security	21
6. Site Investigation Reports	21

7.	Warranty.....	21
8.	Liability of the Contractor.....	21
9.	Termination for Other Causes.....	21
10.	Dayworks	22
11.	Program of Work.....	22
12.	Instructions, Inspections and Audits	22
13.	Advance Payment.....	22
14.	Progress Payments	22
15.	Operating and Maintenance Manuals.....	23
SECTION V. SPECIAL CONDITIONS OF CONTRACT		24
SECTION VI. SPECIFICATIONS.....		25
SECTION VII. DRAWINGS.....		37
SECTION VIII. BILL OF QUANTITIES.....		
SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS...		



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Section I. Invitation to Bid

Section I. Invitation to Bid

Repair and Renovation of the Customs' Offices of ESS, CIIS & XIP at the Port of Clark

1. The Bureau of Customs (BOC), through the FY 2025 General Appropriations Act intends to apply the sum of Eight Million One Thousand Eight Hundred Fifty-Two Pesos and Seven Centavos (PhP8,001,852.07). being the Approved Budget for the Contract (ABC) to payments under the contract for the "Repair and Renovation of the Customs' Offices of ESS, CIIS & XIP at the Port of Clark". 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 Customs' Offices of ESS, CIIS & XIP at the Port of Clark" 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 May 27, 2025, 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 June 03, 2025, 10:30 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 June 16, 2025, 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 16.
9. Bid opening shall be on June 16, 2025, 10:30 a.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. 526-6571

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: May 27, 2025

MICHAEL C. FERMIN
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 Customs’ Offices of ESS, CIIS & XIP at the Port of Clark” with Project Identification Number “BOC-INFRA-2025-02”.

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 2025 General Appropriations Act in the amount of Eight Million One Thousand Eight Hundred Fifty-Two Pesos and Seven Centavos (PhP8,001,852.07).

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

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.

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 October 14, 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**.

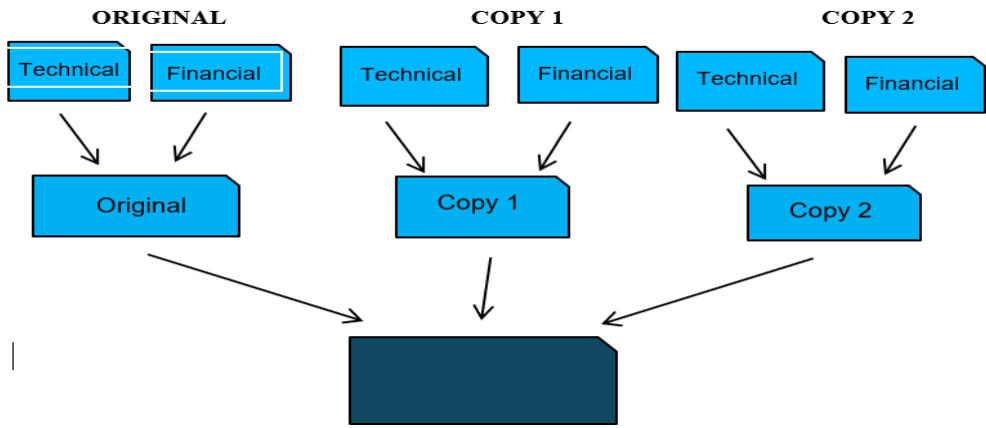
Section III. Bid Data Sheet

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 Customs’ Offices of ESS, CIIS & XIP at the Port of Clark”</p> <p>The identification number of the Contract is: BOC-INFRA-2025-02</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2025 General Appropriations Act in the amount of Eight Million One Thousand Eight Hundred Fifty-Two Pesos and Seven Centavos (PhP8,001,852.07).</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.
5.3	<p>The bidder must have completed a single contract that is similar to the project and whose value must be at least fifty percent (50%) of ABC.</p> <p>Such project must have been completed within five (5) years prior to submission and receipt of bids.</p> <p>As evidence thereof, bidders must include in their Bid a photocopy of the Contract for the Single Largest Completed Project supported by the following documents:</p> <ol style="list-style-type: none"> 1. For government projects; <ol style="list-style-type: none"> a. Notice of Award (NOA) b. Notice to Proceed (NTP); and c. Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent document. 2. For projects with the private sector, proof of completed contract such as but not limited to Purchase Order, Sales Invoice, Delivery Receipts or any other equivalent/relevant document. <p>Failure to submit a copy of the Contract of the Single Largest Completed Project 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 “Repair and Renovation of offices/buildings”</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 June 03, 2025, 10:30 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: <u>bacsecretariat@customs.gov.ph</u></p>																					
10.1	No further instruction.																					
10.3	PCAB License Category C&D, Size Range Medium B																					
10.4	<p>The minimum work experience requirements for key personnel are the following:</p> <table><tr><th>KEY PERSONNEL</th><th>GENERAL REQUIREMENT</th><th>RELEVANT</th></tr><tr><td>Project In-Charge</td><td><ul style="list-style-type: none">Bachelor of Science in Architecture/Bachelor of Science in Civil Engineering (Licensed Civil Engineer/ Licensed Architect) and</td><td><ul style="list-style-type: none">At least five (5) years</td></tr><tr><td>Registered Electrical Engineer</td><td><ul style="list-style-type: none">Registered Electrical Engineer and Building Construction Experience</td><td><ul style="list-style-type: none">At least five (5) years’ experience</td></tr><tr><td>Master Plumber</td><td><ul style="list-style-type: none">Registered Master Plumber and Building Construction Experience</td><td><ul style="list-style-type: none">At least five (5) years’ experience</td></tr><tr><td>Safety Officer</td><td><ul style="list-style-type: none">Building Construction Experience, National Certification Level II and Construction Occupational Safety and Health (COSH) Certificate</td><td><ul style="list-style-type: none">At least five (5) years’ experience</td></tr><tr><td>Foreman</td><td><ul style="list-style-type: none">Building Construction Experience</td><td><ul style="list-style-type: none">At least five (5) years’ experience</td></tr><tr><td>Carpenter</td><td><ul style="list-style-type: none">Building Construction Experience</td><td><ul style="list-style-type: none">At least three (3) years’ experience</td></tr></table>	KEY PERSONNEL	GENERAL REQUIREMENT	RELEVANT	Project In-Charge	<ul style="list-style-type: none">Bachelor of Science in Architecture/Bachelor of Science in Civil Engineering (Licensed Civil Engineer/ Licensed Architect) and	<ul style="list-style-type: none">At least five (5) years	Registered Electrical Engineer	<ul style="list-style-type: none">Registered Electrical Engineer and Building Construction Experience	<ul style="list-style-type: none">At least five (5) years’ experience	Master Plumber	<ul style="list-style-type: none">Registered Master Plumber and Building Construction Experience	<ul style="list-style-type: none">At least five (5) years’ experience	Safety Officer	<ul style="list-style-type: none">Building Construction Experience, National Certification Level II and Construction Occupational Safety and Health (COSH) Certificate	<ul style="list-style-type: none">At least five (5) years’ experience	Foreman	<ul style="list-style-type: none">Building Construction Experience	<ul style="list-style-type: none">At least five (5) years’ experience	Carpenter	<ul style="list-style-type: none">Building Construction Experience	<ul style="list-style-type: none">At least three (3) years’ experience
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	Welder	<ul style="list-style-type: none">• Building Construction Experience and National Certification Level II	<ul style="list-style-type: none">• At least three (3) years' experience																													
	Plumber	<ul style="list-style-type: none">• Building Construction Experience and National Certification Level II	<ul style="list-style-type: none">• At least three (3) years' experience																													
	Electrician	<ul style="list-style-type: none">• Building Wiring Installation Experience and National Certification Level II	<ul style="list-style-type: none">• At least three (3) years' experience																													
	Painter	<ul style="list-style-type: none">• Building Construction Experience	<ul style="list-style-type: none">• At least three (3) years' experience																													
	Mason	<ul style="list-style-type: none">• Building Construction Experience	<ul style="list-style-type: none">• At least three (3) years' experience																													
	Tile Setter	<ul style="list-style-type: none">• Building Construction Experience	<ul style="list-style-type: none">• At least three (3) years' experience																													
	Laborer	<ul style="list-style-type: none">• Building Construction Experience	<ul style="list-style-type: none">• At least three (3) years' experience																													
	Warehouseman	<ul style="list-style-type: none">• Building Construction Experience	<ul style="list-style-type: none">• At least three (3) years' experience																													
10.5	The minimum major equipment requirements are the following:																															
	<table><tr><td></td><td>Equipment/Tools</td><td>Number of Unit/s</td></tr><tr><td>1</td><td>4x2 Mini Dump Truck (4 cubic meter Capacity)</td><td>1 lot/ as necessary</td></tr><tr><td>2</td><td>6-wheeler Elf Truck (18ft length)</td><td>1 lot/ as necessary</td></tr><tr><td>3</td><td>One Bagger Concrete Mixer</td><td>1 unit</td></tr><tr><td>4</td><td>Chipping Gun</td><td>1 unit</td></tr><tr><td>5</td><td>Jackhammer</td><td>1 unit</td></tr><tr><td>6</td><td>Rotary Hammer Drill</td><td>2 units</td></tr><tr><td>7</td><td>Electric Drill</td><td>2 units</td></tr><tr><td>8</td><td>Cut Off Machine</td><td>1 unit</td></tr><tr><td>9</td><td>Electric Jig Saw</td><td>1 unit</td></tr></table>		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	
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	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
11	No further instruction.		
11.2	The ABC is Eight Million One Thousand Eight Hundred Fifty-Two Pesos and Seven Centavos (PhP8,001,852.07). 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	<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 P160,037,04, 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 P400,092,60 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>Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate signed and sealed, or sealed and signed, bid envelopes submitted simultaneously.</p> <p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabbing (based on checklist) and one (1) USB flash drive containing of soft/scanned documents of the original technical components and original financial components (excel/word file for Bill of Quantities (BOQ), and Detailed Estimate) of the bid. All submitted documents must be numbered chronologically.</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> <p>The BAC may require submission of the original documents for purposes of verification, validation, and ascertaining its authenticity.</p> <p>In case of a discrepancy between the soft copy and the hard copy, the hard copy will take precedence over the soft copy.</p> <p>Failure to comply will result in disqualification of the submitted bid.</p>
18	No further instructions.

19.2	No further instructions.
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 with proper tabbing based on checklist the following documents:</p> <ol style="list-style-type: none"> 1. ISO Certification; 2. Certificate of Site Inspection issued by end-user; 3. Certificate of Performance Evaluation with a rating of at least Satisfactory from the latest completed project or equivalent document, if private. 4. Company Profile; 5. Company Organizational Structure; 6. Latest Income Tax Return and business Tax Return with proof of payment (filed and paid through Bureau of Internal Revenue (BIR) Electronic Filing and Payment System (eFS)); 7. VAT Returns (Form 2550Q) with proof of payment covering the last 2 quarters prior to the submission of bid, or in case of Percentage Tax Returns (2551M) with proof of payment covering the last 6 months prior to the submission of bid; 8. Latest Audited Financial Statement duly received by Security and Exchange Commission (SEC) and BIR; and 9. Updated Mayor's Permit, Tax Clearance and Department of Trade and Industry 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. Construction Schedule (PERT/CPM in Gantt Chart Form and S-Curve); 2. Manpower schedule; 3. Equipment/tools utilization schedule; and 4. Construction Safety and Health Program approved by DOLE.

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	<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 receipt of the Notice of Site Possession.</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	No further instruction.
7.2	The Contractor shall submit Warranty Security valid for one (1) year upon issuance of the Certificate of Final Acceptance by the Procuring Entity except under conditions provided for in Section 62.2.3.2 of the 2016 revised IRR of RA No. 9184.
10	No further instruction.
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	No further instruction.
14	Please refer to item 14 of Section VI. Scope of Works
15.1	The submission of As-Built Plans is part of the documentary requirement for the Final Payment.
15.2	Failure to submit the required documents stated in GCC Clause 15.1, the BOC shall withhold the last payment.

Section VI. Scope of Works

A. GENERAL CONDITIONS

Complete all works for the project **“Repair and Renovation of the Customs’ Offices of ESS, CIIS & XIP at the Port of Clark”** 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. 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.

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 the 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.

The Contractor shall be responsible for ensuring that all materials, equipment, and components used in the project fully comply with the approved project specifications, relevant industry standards, and regulatory requirements. All materials must be certified, defect-free, and approved by the End User prior to installation. Any deviation from the approved materials or specifications shall require prior written approval from the Client or designated representative.

During the renovation phase to completion, the contractor shall deploy a licensed civil engineer and architect to supervise and direct the work of his staff in carrying out the activities required to ensure that the specified works are constructed in full accordance with the approved Contract Documents and shall be responsible for all aspects of the project.

B. SCOPE

1. Mobilization

- a. Preparation of logistics of contractor’s equipment;
- b. Setting up temporary facilities within the site;
- c. Setting up necessary water and power lines required for the Project;
- d. Setting up of Temporary Fence Enclosure;
- e. Installation of Project Details Tarpaulin Signage (30x20”) with Frame located at the front of the Project Site Location; and
- f. Inventory of items to turn over.

2. Demobilization

- a. Site demolition and dismantling of existing concrete walls, dry walls, floor and wall tiles, ceiling, doors, windows, electrical wirings, plumbing fixtures, piping and other structure;
- b. Hauling of debris and materials from the project site to the appropriate disposal area; and
- c. Within 10 calendar days upon completion of the project, the Contractor shall submit **One (1) Complete Set of As-Built Plans** (architectural, electrical, structural, plumbing/sanitary, electronic and communication layout), printed in blueprinted paper and duly signed and sealed by the Contractor, drawn in 24" x 36" drawing sheets.

3. Carpentry Works

- a. Supply and installation of 6mm thk. ficem 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 9mm thk. ficem board with complete standard metal stud support on all drywalls as indicated in the plans and BOQ; and
- c. Fabrication of built-in cabinets as indicated in the plans and BOQ; and
- d. Installation of PVC fluted wall panels at the Chief's Office of ESS, CIIS, and XIP, including a backdrop in the lobby, as specified in the plans and BOQ.

4. Floor and Tiling Works

- a. Supply and installation of 60cm x 60cm floor tiles in all office areas including floor and wall tiles in the comfort rooms;
- b. Surface preparation, including cleaning and leveling of the existing floor substrate;
- c. Application of appropriate tile adhesive and mortar bed for proper tile bonding;
- d. Alignment, spacing, and leveling of tiles to ensure a uniform finish;
- e. Grouting of tile joints using high-quality, water-resistant grout; and
- f. Cleaning and polishing of finished tiled floors as indicated in the plans and BOQ.

5. 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.

6. Electrical and Auxiliary Works

- a. Supply and installation of all lighting fixtures as shown on the Reflected Ceiling Plan (RCP) or as specified by the architect and/or end-user's representative;
- b. Supply and installation of wiring devices, switches, outlets, and accessories as shown in the plans and BOQ;
- c. Supply and installation of wiring cables and roughing-ins as per plans and BOQ; and
- d. Supply and installation of auxiliary system/data structured cabling as per plans and BOQ (use rigid PVC conduit and cable tray for data network raceways).

7. Doors and Windows

- a. Supply and installation of doors and windows including complete accessories as indicated in the plans and BOQ.

8. Roofing Works

- a. Supply and installation of rib-type pre-painted roofing sheets (1m x 4.8m length);
- b. Proper alignment and securing of roofing sheets using Tek Screws / J-Bolts with washers to ensure stability and weatherproofing;
- c. Supply and installation of pre-painted box gutters (24" x 8 ft) to manage rainwater drainage;
- d. Proper sealing and fastening of gutters using blind rivets to prevent leaks;
- e. Installation of PVC downspouts and accessories for efficient water runoff and drainage;
- f. Supply and installation of pre-painted ridge rolls (24" x 8 ft) for roof peak coverage;
- g. Supply and installation of pre-painted L-flashing (24" x 8 ft) to seal joints and edges against water infiltration;
- h. Installation of 12" x 1" GI plain strap for structural reinforcement;
- i. Dismantling of old existing roof trusses; and
- j. Supply and installation of steel trusses and accessories to provide structural support for the roofing system as specified in plans and BOQ.

9. Plumbing Works

- a. Supply and Installation of water closets, wall-hung lavatories, urinals, pipes and fittings with complete accessories as indicated in the plans and BOQ;
- b. All soil pipes from the comfort rooms shall be securely connected to the existing septic tank following the completion of siphoning and cleaning, ensuring proper wastewater disposal and compliance with plumbing standards;
- c. All drain pipes shall be properly connected to the existing drainage system, ensuring efficient wastewater flow and preventing blockages or leaks. The connection shall be carried out in compliance with approved plumbing standards, local building codes, and environmental regulations. Proper sealing, alignment, and slope shall be maintained to facilitate smooth drainage and prevent water backflow or contamination. Additionally, all connections must be inspected and tested to verify functionality before final acceptance;
- d. Waterline system shall be constructed using PPR (Polypropylene Random Copolymer). PPR piping shall comply with all relevant standards and specifications to ensure a reliable, leak-proof, and long-lasting water supply system; and

- e. Sanitary pipe shall comply with American Society for Testing and Materials (ASTM) F2389 – standard specification for PPR Piping System.

10. Masonry Works

- a. Supply and installation of 4” concrete hollow blocks (CHB) for wall construction;
- b. Mixing and application of Portland cement and sand for mortar bonding;
- c. Placement of 10mm diameter deformed reinforcing bars (6m length) for structural reinforcement;
- d. Securing of reinforcement with GI tie wire (#16) for stability;
- e. Proper alignment, leveling, and curing of CHB walls to ensure uniformity and strength;
- f. Application of Portland cement and fine sand plastering on both sides of the CHB wall;
- g. Ensuring a smooth, even surface with proper curing to prevent cracks;
- h. Checking for straightness and plumb alignment of the finished surface; and
- i. All materials used shall comply with project specifications and industry standards.

11. Others

Supply and installation of 4-pc 900 mm diameter BOC seals as indicated in the plans and BOQ.

12. 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 with 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.

13. Certification

- 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 (BOC) (for entities with previous/ongoing contract/s with the BOC); 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.

14. Terms of Payment

- a. The Billing Schedule 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

Documentary Requirements for Progress Billing:

a. First and Second Progress Billing:

- i. Letter Request for payment addressed to General Services Division;
- i. Statement of Work Accomplished (SWA) based on construction schedule and Bill of Quantities;
- ii. Inspection Report by Technical Inspection and Acceptance Committee TIAC);
- iii. Statement of Time Elapsed prepared by the contractor;
- iv. Picture/Photos before, during and after construction of items of works especially on the embedded items;
- v. Summary of Logbook/Weekly Accomplishment report; and
- vi. Certification from GSD and/or End-user that the materials have been approved prior to its installation.

b. Final Billing:

- i. Letter Request for payment addressed to General Services Division;
- ii. Statement of Work Accomplished (SWA) based on construction schedule and Bill of Quantities;
- iii. Inspection Report by Technical Inspection and Acceptance Committee TIAC);
- iv. Statement of Time Elapsed prepared by the contractor;
- v. Picture/Photos before, during and after construction of items of works especially on the embedded items;
- vi. Summary of Logbook/Weekly Accomplishment report;
- vii. Certification from GSD and/or End-user that the materials have been approved prior to its installation;
- viii. One (1) complete set of As-built plans shall be submitted in 24"x 36" tracing sheets;
- ix. One (1) complete set of As-built plans (blueprint copy) duly signed and sealed by the Project Architect/Engineer and/or the corresponding licensed and registered professionals;
- x. One (1) set of electronic drawing of the As-built plans (CADD editable file); and

- xi. Certification from GSD that the contractor has already submitted the complete set of as-built plans.

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 expressively 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 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
- d. 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	Three (3) years
Welder	Building Construction Experience and National Certification Level II	Three (3) years
Plumber	Building Construction Experience and National Certification Level II	Three (3) years
Electrician	Building Wiring Installation Experience and National Certification Level II	Three (3) years
Painter	Building Construction Experience	Three (3) years
Mason	Building Construction Experience	Three (3) years
Tile Setter	Building Construction Experience	Three (3) years
Laborer	Building Construction Experience	Three (3) years
Warehouseman	Building Construction Experience	Three (3) years

e. The minimum major general 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.12.c of this document including photo documentation and weather updates 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 inspections, 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 Work), 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

All wood shall be treated with colorless anti-termite wood preservatives.

- a. Ceiling
Ceiling works shall utilize 6mm ficem board with complete standard metal furring supports.
- b. Wall
Drywall Partition
Use 9mm thk. ficem board with complete standard metal studs supports.

4. Tiling Works

Tiles and their accessories must be free from defects that affect their quality, appearance, and strength. All tiles shall be set to correct grades and levels true to lines, laid even. Submit Material for approval.

Use heavy-duty tile adhesive and tile grout joint filler. Use t-trim/threshold between two different tile materials.

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

6. 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, imposed on other sections of these specifications. Materials shall be subjected to the necessary tests for their suitability where required;
- 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
 - 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; and
 - 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 the Architect and the 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.

7. Plumbing Works

- a. All works, comply with the requirements and provisions 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; and
- c. No fixtures shall be double-trapped.

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 Customs' Offices of ESS, CIIS & XIP at the Port of Clark

LOCATION: Mabalacat, Pampanga, Bureau of Customs, Port of Clark

Note: (Bill of Quantities (BOQ) must be detailed to ensure accuracy and clarity in construction projects. It should include a comprehensive breakdown of all materials, labor, equipment, and other costs, specified by type, quantity, and unit rate.)

DESCRIPTION		QTY		MATERIAL COST		LABOR COST	TOTAL
		# Units	UM	P/Unit	Total		
A.	Mobilization/Demobilization	1	lot				
				Sub-Total			
B.	Demobilization Works						
		260	sq.m.				
				Sub-Total			
C.	Carpentry Works						
	Ceiling (260 sq.m.):						
	Ficem board (6 mm)	120	sht/s				
	Metal Furring (3m length)	430	lgth				
	Carrying Channel (3m length)	160	lgth				
	Blind Rivet	17	box				
	Metal Screw	1,500	pcs				
	Wall Angle – 3m Length	100	lgth				
	Rib Spandrel in pre-painted finish for ceiling eaves (4" x 8 ft)	430	lgth				
	Fascia board 12mm x 8" x 8ft	60	lgth				
	Backdrop:						
	PVC fluted wall panel (290cm x 16cm x 24mm)	90	pcs				
	No more nails	60	pcs				
	Built-in Base Cabinet:						
	Base Cabinet	9	pcs				
	Built-in Full Height Cabinet:						
	Full height Cabinet	4	pcs				
	Drywall Partitions (80.65 sq.m.):						
	4' x 8' – Fiber Cement Board (9mm)	80	sht/s				
	3m Length – Metal Studs	120	pcs				
	Blind Rivets	8	box				
	Metal Screw	400	pcs				
				Sub-Total			
D.	Floor and Tiling Works						

	60cm x 60cm Homogeneous floor tiles	850	pcs				
	60cm x 60cm wall tiles	130	pcs				
	Portland Cement	120	bags				
	Tile adhesive (25 kg)	50	bags				
	Tile grout	40	bags				
	Sand	12	cu.m.				
				Sub-Total			
E.	Painting Works						
	Ceiling & drywall partitions:	75	gals				
	Flat Latex	150	gals				
	Semi-Gloss Latex (double coat)	90	bag				
	Skim coat (20 kg)	20	gal				
	Paint Thinner	1	lot				
	Tinting color	30	pcs				
	Paint Brush 1"	30	pcs				
	Paint Brush 2"	30	pcs				
	Paint Brush 3"	30	pcs				
	Paint Brush 4"	30	pcs				
	Paint Roller 9"	30	pcs				
	Drop cloths	1	lot				
	Paint tray	10	pcs				
	Sandpaper	1	lot				
				Sub-Total			
F.	Electrical Works						
	Conduits, Boxes and Fittings						
	15mmØ x 3.00 m Polyvinyl Chloride (PVC) Pipe	150	pcs				
	15mmØ 90° PVC Elbow (Long bend)	70	pcs				
	15mmØ PVC Adapter w/ Locknut and Bushing	220	sets				
	40mmØ x 3.00 m Polyvinyl Chloride (PVC) Pipe	16	pcs				
	40mmØ 90° PVC Elbow (Long bend)	8	pcs				
	40mmØ PVC Adapter w/ Locknut and Bushing	8	sets				
	3m x 150 mm x 50mm Galvanized Cable Tray with cover & accessories	10	sets				
	Junction Box w/ Cover (PVC)	180	pcs				
	Utility Box (PVC)	68	pcs				
	Square Box (PVC)	8	pcs				
	Wiring and Wiring Devices						
	3.5 mm ² Electric Wire THHN Stranded Copper Wire	12	boxes				

5.5 mm ² Electric Wire THHN Stranded Copper Wire	3	boxes				
8 mm ² Electric Wire TW (G) Copper Wire	15	l.m.				
30 mm ² Electric Wire THHN Stranded Copper Wire	45	l.m.				
22 mm ² Electric Wire TW (G) Copper Wire	20	l.m.				
60 mm ² Electric Wire THHN Stranded Copper Wire	60	l.m.				
1-Gang Switch, 16A, 250V	1	set				
2-Gang Switch, 16A, 250V	1	set				
3-Gang Switch, 16A, 250V	6	set				
3-Way 2-Gang Switch, 16A, 250V	4	set				
LED Circle Panel Light 12W (Recessed Type)	200	pcs				
LED Strip Light Indoor 220v IP65 (40mtr.)	1	roll				
Single Convenience Outlet Wall Mounted Type	12	pcs				
Duplex Convenience Outlet Wall Mounted Type	44	pcs				
Duplex Convenience Outlet Floor Mounted Type	8	pcs				
Weather Proof Duplex Convenience Outlet 16A, 250V.	4	pcs				
Emergency Light	12	pcs				
LED Exit Sign (Green)	6	pcs				
Copper Ground Rod 16mm x 2400mm	2	pcs				
Exhaust Fan 10" Ceiling Mounted w/ Flexible pipe/Ducting & Exhaust Grill Cover	6	sets				
Panelboard						
Lighting and Power Panelboard (Bolt-on)	1	set				
Top Main: 150AT/200AF,230V,3Phase						
Branches: 22						
10 x 20AT, 2P, 230V MCB						
12 x 32AT, 2P, 230V MCB						
Nema-1 FLUSH MOUNTED						
ECB 150A,3P 230V (Near to Main Distribution Board)	1	set				
Lighting and Power Panelboard (Bolt-on)	1	set				

	Top Main: 100AT/200AF,230V,3Phase						
	Branches:12						
	6 x 20AT, 2P, 230V MCB						
	6 x 32AT, 2P, 230V MCB						
	Nema-1 FLUSH MOUNTED						
	ECB 100A,3P 230V (Near to Main Distribution Board)	1	set				
	Consumables (Hanger & Supports, Electrical Tape,etc.)	1	lot				
				Sub-Total			
G.	Auxiliary Works						
	Conduits, Boxes and Fittings						
	15mmØ x 3.00 m Polyvinyl Chloride (PVC) Pipe	55	pcs				
	15mmØ 90° PVC Elbow (Long bend)	18	pcs				
	15mmØ PVC Adapter w/ Locknut and Bushing	4	sets				
	20mmØ x 3.00 m Polyvinyl Chloride (PVC) Pipe	65	pcs				
	20mmØ 90° PVC Elbow (Long bend)	20	pcs				
	20mmØ PVC Adapter w/ Locknut and Bushing	36	sets				
	Utility Box (PVC)	2	pcs				
	Square Box (PVC)	4	pcs				
	Cable Tray	1	lot				
	Wiring and Wiring Devices						
	Single Data Outlet Wall Mounted Type	15	pcs				
	Single Data Outlet Floor Mounted Type	8	pcs				
	Cat6 Cable (305 mtr / 1000ft)	1	boxes				
	Data Server						
	Data Server 24 Port with cabinet	1	pcs				
	Data Server 8 Port with cabinet	1	pcs				
	Consumables (Hanger & Supports,etc.)	1	lot				
				Sub-Total			
H.	Doors and Windows						
	H210cmxW80-100cm 12mm thick tempered frameless glass door (Chief and Assistant Chief)	6	sets				
	H210cmxW180-200cm 12mm thick tempered frameless glass door (Main Door)	3	sets				

	H210cmxW80-100cm flush door (CIIS & XIP Storage room & ESS Office)	3	sets				
	H210cmxW60-70cm PVC door (Comfort rooms)	6	sets				
	Sliding flush door	1	set				
	Supply and Installation of Aluminum Sliding Window (1200mm x 1800mm)	7	sets				
	Supply and Installation of Aluminum Sliding Window (1200mm x 1200mm)	4	sets				
	Supply and Installation of Aluminum Sliding Window (1200mm x 1500mm)	4	sets				
	Supply and Installation of Aluminum Awning Window (600mm x 600mm)	4	sets				
	Supply and Installation of Aluminum Awning Window (600mm x 1200mm)	4	sets				
				Sub-Total			
I.	Roofing Works						
	1. Wooden Table with Metal Frame						
	0.5mm Rib type roof pre-painted finish (1m x 4.8m length) with heat insulation	81	shts				
	Tek Screw / J-Bolt w/ Washers	3,500	pcs				
	0.5mm Pre-painted box gutter (24" x 8 ft)	50	lgth				
	0.5mm Pre-painted ridge roll (24" x 8 ft)	30	lgth				
	Blind rivets (for gutter & ridge roll)	17	box				
	0.5mm Pre-painted L-flashing (24" x 8 ft)	55	lgth				
	PVC Downspout & Accessories	1	lot				
	12" x 1" GI Plain Strap	1,050	pcs				
	Steel trusses and accessories	5,865.33	kgs				
				Sub-Total			
J.	Plumbing Works						
	Water Closet	6	sets				
	Wall-Hung lavatory	6	sets				
	Urinal	3	sets				
	Pipes and fittings	1	lot				
				Sub-Total			
K.	Masonry Works						
	4" Concrete Hollow Block :	1910	pcs				
	Portland Cement	80	bags				

	Sand	6	cu.m				
	6m Length – 10mm Deformed Reinforcing Bars	60	pcs				
	GI Tie Wire #16	8	kgs				
	Cement Plaster Finish – 2 faces:						
	Portland Cement	100	bags				
	Fine Sand	8.20	cu.m				
				Sub-Total			
L.	Others						
	BOC Seal (900 mm dia.)	4	sets				
				Sub-Total			
	Total Material and Labor Cost						

Direct Cost

Material Cost _____

Labor Cost _____

Mobilization _____

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);

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) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- ☐ (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).
- ☐ (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;
- ☐ (l) Duly accomplished Detailed Estimate 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) Detailed Unit Price Analysis (DUPA)
- ☐ (n) Cash Flow by Quarter.

POST-QUALIFICATION REQUIREMENTS

1. ISO Certification;
2. Certificate of Site Inspection issued by End-user;
3. Certificate of Performance Evaluation with a rating of at least Satisfactory from the latest completed project or equivalent document, if private.
4. Company Profile;
5. Company Organizational Structure;
6. Latest Income Tax Return and business Tax Return with proof of payment (filed and paid through Bureau of Internal Revenue (BIR) Electronic Filing and Payment System (eFS));
7. VAT Returns (Form 2550Q) with proof of payment covering the last 2 quarters prior to the submission of bid, or in case of Percentage Tax Returns (2551M) with proof of payment covering the last 6 months prior to the submission of bid;
8. Latest Audited Financial Statement duly received by Security and Exchange Commission (SEC) and BIR; and
9. Updated Mayor's Permit, Tax Clearance and Department of Trade and Industry or SEC Registration

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 bidden) 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]

