

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT FOR THE NEW CONSTRUCTION OF VISITOR'S LOUNGE AND INSTALLATION OF WINDOWS AND SCREEN IN VARIOUS BUILDINGS OF DEPED REGION VIII

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
Department of Education
REGION VIII - EASTERN VISAYAS

INVITATION TO BID

PROCUREMENT FOR THE NEW CONSTRUCTION OF VISITOR'S LOUNGE AND INSTALLATION OF WINDOWS AND SCREEN IN VARIOUS BUILDINGS OF DEPED REGION VIII

1. The Department of Education Regional Office VIII, through the **General Appropriations Act CY 2021** intends to apply the sum of **One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-Five and 09/100 Pesos Only (₱1,999,985.09)** being the Approved Budget for the Contract (ABC) **corresponding each Lot in the table below, being the approved Budget for the Contract (ABC) to payments under the contract for each Lot.** Bids received in excess of the ABC shall automatically be rejected in accordance with Sec. 31.1 of the Revised IRR of RA 9184 at bid opening.

LOT	DESCRIPTION	CONTRACT DURATION	ABC	PRICE OF BID DOCS
1	New Construction of Visitor's Lounge	30 Calendar Days	₱1,625,897.36	₱5,000.00
2	Installation of Window and Screen in Various Buildings of DepEd Regional Office VIII	30 Calendar Days	₱374,087.73	₱500.00
IMPORTANT NOTE: 1. <i>Prospective bidder/s shall refer to the Program of Works (POW), and Bill of Quantities (BOQ), as attached for the general requirements of the project.</i> 2. <i>The project(s) must be completed within the stipulated period, mentioned above.</i> 3. <i>Winning Bidder must coordinate, one (1) day after the award, with the Education Support Services Division (Proponent) to discuss guidelines of the program, and the expectation/s between both parties, Contact No. (053) 832-3036, E-mail Address: essd.region8@deped.gov.ph.</i>				

2. The Department of Education, Regional Office VIII now invites bids for the **PROCUREMENT FOR THE NEW CONSTRUCTION OF VISITOR'S LOUNGE AND INSTALLATION OF WINDOWS AND SCREEN IN VARIOUS BUILDINGS OF DEPED REGION VIII.** Bidders should have completed, within the last Five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act". Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

4. A complete set of **Bidding Documents may be purchased** from the DepEd Regional Office No. VIII, BAC Secretariat, located at Government Center, Candahug, Palo, Leyte, upon accomplishing a **Bidder's Information Sheet** (downloadable at: bit.ly/DepEd8-BiddersInformationSheet) and payment in cash of a non-refundable fee by interested bidders **in the amount opposite each Lot in the Table in Paragraph 1, to the DepEd Region VIII Cashier**. Only bidders who purchased the Bidding Documents will be allowed to submit bids.

Prospective bidders who intend to **purchase the bidding documents through online banking**, deposit may be done through:

PHILIPPINE VETERANS BANK

Account Name: DepEd RO 8

No.	Fund	Account Number
1.	SEMINAR	0025-002137-001

A scanned copy of the deposit slip together with the **accomplished Bidders Information Sheet shall be sent** to the **BAC Secretariat** (bac.region8@deped.gov.ph), and the official payment receipt with the Bid Documents shall be sent to the bidder through email.

Three (3) sets (Original, Copy 1, and Copy 2) **of the technical and financial documents shall be submitted on or before the Opening of Bids** schedule, **while the** duly signed (per page) **bid documents** (also in three sets) **shall be submitted by the winning bidder**, in hard copies, **on or before** the agreed schedule of **the Post Qualification** activity.

Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

5. The Department of Education, Regional Office VIII will hold a **Pre-Bid Conference** on **September 07, 2021, 10:00 AM** at the **DepEd Regional Office VIII, Candahug, Palo, Leyte**, which shall be open only to all interested parties who have purchased the Bidding Documents.

6. **Bids must be delivered** to the address below, **before 10:00 AM of September 20, 2021**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

Bid opening shall be on **September 20, 2021, 10:00 AM at DepEd Regional Office VIII, Candahug, Palo, Leyte**. *Physical attendance of bidders/representatives during the Pre-Bid Conference/Bid Opening activities shall not be allowed during the COVID-19 pandemic.* Late bids shall not be accepted.

Note: **Participants are informed that the Pre-Bid Conference and Opening of Bids during the COVID-19 Pandemic shall be broadcasted/shared to prospective bidders** who wish to attend the said procurement activities online, **via Google Meet**. Hence, interested bidders shall provide the BAC Secretariat (bac.region8@deped.gov.ph) their respective **Gmail addresses** at least one (1) day before, so that they can join the procurement videoconference(s).

ACTIVITY	DATE & TIME OF CONDUCT	VENUE
Pre-Bid Conference	September 07, 2021 10:00 AM	DepEd Regional Office VIII, Candahug, Palo, Leyte
Opening of Bids	September 20, 2021 10:00 AM	

7. Only duly authorized representatives are allowed to purchase bidding documents. Letter of Intent, Special Power of Attorney should be dated not later than the date invitation was posted. Certificate of PhilGEPs Registration is required.

8. The Department of Education, Regional Office VIII reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

9. For further information, please refer to:

RACHEL R. CUEVAS
<i>Head, BAC Secretariat DepEd Regional Office VIII, Government Center, Candahug, Palo, Leyte 053-888-9349 bac.region8@deped.gov.ph</i>

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Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Department of Education Regional Office VIII* invites Bids for the PROCUREMENT FOR THE NEW CONSTRUCTION OF VISITOR'S LOUNGE AND INSTALLATION OF WINDOWS AND SCREEN IN VARIOUS BUILDINGS OF DEPED REGION VIII, with Project Identification Number – *PR No. 21-06-360*.

The Procurement Project “PROCUREMENT FOR THE NEW CONSTRUCTION OF VISITOR'S LOUNGE AND INSTALLATION OF WINDOWS AND SCREEN IN VARIOUS BUILDINGS OF DEPED REGION VIII” is composed of two (2) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *GAA CY 2021* in the amount of **One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-Five and 09/100 Pesos Only (₱1,999,985.09)**.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act of 2021.

3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that:

a. Subcontracting is NOT allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference through videoconferencing for this Project on the specified date and time as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid 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 **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. *Payment of the contract price shall be made in:*
 - 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 within One Hundred Twenty (120) Calendar Days. 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

Number of copies of the Bid to be submitted:

Each Bidder shall submit one (1) copy original, and two (2) copies of the Technical Component and one (1) original, and two (2) copies of the Financial Component of its bids.

Failure to submit the required originals of the Technical Component Documents is ground for rejection or disqualification of the bids.

Failure to submit copies of the same documents mentioned above is not a ground for rejection or disqualification of the bid(s). However, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bid(s).

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 6 of the **IB**.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 7 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated

simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

The Procurement Project “PROCUREMENT FOR THE NEW CONSTRUCTION OF VISITOR’S LOUNGE, AND INSTALLATION OF WINDOWS AND SCREEN IN VARIOUS BUILDINGS OF DEPED REGION VIII” is **COMPOSED** of **TWO (2) LOTS**.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause							
5.2	<p>The bidder must have an experience of having completed, within the last five (5) years from the date of submission and receipt of bids, a Single Largest Completed Contract (SLCC) that is similar to the project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.</p> <p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>LOT 1 – GENERAL CONSTRUCTION OF BUILDING LOT 2 – GENERAL CONSTRUCTION OF BUILDING AND/OR INSTALLATION OF WINDOW SCREENS</p>						
7.1	Sub-contracting is NOT allowed.						
10.3	<i>[Specify if another Contractor license or permit is required.]</i> Not Applicable						
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><td><u>Key Personnel</u></td><td><u>General Experience</u></td><td><u>Relevant Experience</u></td></tr><tr><td></td><td></td><td></td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>			
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>					
10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><td><u>Equipment</u></td><td><u>Capacity</u></td><td><u>Number of Units</u></td></tr><tr><td></td><td></td><td></td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>			
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>					
12	<i>[Insert Value Engineering clause if allowed.]</i> Not Applicable						
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p> <p>There must be a separate bid security for each lot.</p>						
15.2	The bid security shall be valid within 120 calendar days .						
16	<p>EACH BIDDER SHALL SUBMIT 1 ORIGINAL COPY OF 1ST AND 2ND ENVELOPES.</p> <p>1.1. Eligibility and Technical Documents – 1 envelope marked “ORIGINAL-TECHNICALCOMPONENT”</p>						

	<p>1.2. Financial Component – 1 envelope marked “ORIGINAL-FINANCIAL COMPONENT”</p> <p>1.3. Enclose ORIGINAL-TECHNICAL COMPONENT ENVELOPE and ORIGINAL-FINANCIAL COMPONENT in one sealed envelope marked “ORIGINAL BID”</p> <p>Original copies of the Philgeps Registration Certificate (Platinum Membership), SEC/DTI/CDA Registration Certificate, Mayor’s or Business Permit, Tax Clearance, PCAB License, and Audited Financial Statements may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s).</p> <p>EACH BIDDER SHALL SUBMIT 2 PHOTOCOPIES OF 1ST AND 2ND ENVELOPES.</p> <p>1.1. Eligibility and Technical Documents – 1 envelope marked “COPY NO.1-TECHNICAL COMPONENT” and 1 envelope marked “COPY NO.2-TECHNICAL COMPONENT”</p> <p>1.2. Financial Component- 1 envelope marked “COPY NO.1-FINANCIAL COMPONENT” and 1 envelope marked “COPY NO.2-FINANCIAL COMPONENT”</p> <p>1.3. Enclose COPY NO.1-TECHNICAL COMPONENT ENVELOPE AND COPY NO.1-FINANCIAL COMPONENT in one sealed envelope marked “COPY NO.1 BID” and enclose COPY NO.2- TECHNICAL COMPONENT ENVELOPE AND COPY NO.2-FINANCIAL COMPONENT in one sealed envelope marked “Copy No. 2 Bid”</p>
19.2	<p>Partial bid is not allowed The Procurement Project is composed of two (2) lots, details of which are stated in the Technical Specifications section.</p>
20	<p>“Post Qualification”</p> <p>To facilitate the post-qualification, the bidder at its option may submit in advance, i.e. on the deadline for submission and receipt of bids, the documents required in Section II. ITB 20 in a separate envelope as follows:</p> <ol style="list-style-type: none"> 1. Latest income and business tax returns: Printed copies of the Electronically Filed Income Tax/Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/ tax year from the authorized agent bank; Only Tax returns filed and taxes paid through the BIR electronic Filing and Payment System (EFPS) shall be accepted. 2. Philgeps Certificate of Membership (Platinum), in case the bidder opts to submit Class “A” Legal Documents during submission and opening of bids. <p>The envelope shall be marked:</p>

	ITB 20 Documents Name of Project: _____ Bid Opening Date: _____ Name of Bidder: _____
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p> <p>Signing of the Contract – Other Documents Forming Part of the Contract</p> <p>Additional contract documents relevant to the project are required by the Procuring Entity and shall be submitted by the successful bidder within ten (10) calendar days from successful bidder's receipt of the Notice of Award, such as:</p> <ol style="list-style-type: none"> 1. Construction Schedule and S-curve; 2. PERT/CPM; 3. Manpower Schedule; 4. Construction Methods; 5. Equipment Utilization Schedule, and 6. Construction Safety and Health Program approved by the Department of Labor and Employment

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

4.1. 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.

4.2. 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.
NOT APPLICABLE.

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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i> Not Applicable
4.1	The Intended Completion Date is within the stipulated period mentioned in the Program of Works for each Lot , from the date of receipt of Notice to Proceed (NTP) . NOTE: <i>The contract duration shall be reckoned from the start date and not from contract effectivity date.</i>
6	The site investigation reports are: Not Applicable .
7.2	<i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i>
10	a. Dayworks are applicable at the rate shown in the Contractor’s original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within seven (7) calendar days of delivery of the Notice of Award. NOT APPLICABLE .
11.2	The amount to be withheld for late submission of an updated Program of Work is NOT APPLICABLE .
13	The amount of the advance payment is <i>not to exceed Fifteen (15%) percent of the total contract price to be made in Lump Sum or at least two (2) installments.</i>
14	<i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment. NOT APPLICABLE .
15.1	The date by which operating and maintenance manuals are required is five (5) days upon completion . The date by which “as built” drawings are required is five (5) days upon completion .
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>two percent (2%) of contract price</i> .

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

Section VI. Specifications

(PROGRAM OF WORKS)

LOT 1

Contractor's LOGO

PROGRAM OF WORKS (Blank)

OFFICE: DEPED REGIONAL OFFICE NO. VIII			Date:			
Region: VIII			Budget Allocation: PHP 1,625,897.36			
Division:			Estimated Government Expenses:			
Project Title:			Approved Budget for Contract: PHP 1,625,897.36			
New Construction of Visitor's Lounge			Completion Period: 30 calendar days			
			Minimum Required Manpower:			
			Project Engineer Steelman Painter General Foreman Mason			
Plan: DepED Plans			Minimum Required Equipment:			
Location: DEPED REGIONAL OFFICE NO. VIII			Concrete Mixer Hand Tools			
Gov't. Center, Candahug, Palo, Leyte						
Item I.D.	Item Description	% of Total	Unit	Quantity	Total Cost	Remarks
I. DIRECT COST						
A. GENERAL REQUIREMENTS						
1.00			Lot	2		
B. New Construction of Visitor's Lounge						
1.00	Earthworks		SQ.M.	30.55		
2.00	Concreting Works		CU.M.	16.75		
3.00	Rebar Works		PCS.	225.00		
4.00	MASONRY WORKS		SQ.M.	255.00		
5.00	Ceiling Works		SQ.M.	55.00		
6.00	Roofing Works		SQ.M.	52.00		
7.00	Painting Works		Lot	1.00		
8.00	Electrical Works		Lot	1.00		
9.00	Door and Window		Set	8.00		
10.00	TILES		Sq. M.	30.00		
11.00	Scaffoldings		Lot	1.00		
C. Septik Tank						
12.00	Earthworks		Cu.M.	6.00		
12.10	Concreting Works		CU.M.	0.75		
12.20	MASONRY WORKS @ .40 M. Spacing Vert. and every 2 layer Hor.		SQ.M.	17.00		
12.30	MORTAR (Class A Mix.)		SQ.M.	18.40		
12.40	PLASTERING and PATCHING (Class A Mix.) @ 25 mm. Thk.		SQ.M.	10.00		
D. COVERED WALK @ 2.5M LENGTH						
13.00	Earthworks		In. M.	17.00		
13.10	Concrete Works		In. M.	17.00		
13.20	Roofing and Structural Frame		In. M.	17.00		
13.30	Painting Works		In. M.	17.00		
13.40	Forms and Scaffolding		In. M.	17.00		
SUB-TOTAL						
II. INDIRECT COST 17%/22% of (I)						
Overhead Expenses (8%)						
Contingencies (3%)						
Miscellaneous (1%)						
Contractor's Profit (8%/10%)						
Sub-Total						
III. TAX 7% of (I+II)						
Sub-Total						
VI. TOTAL CONSTRUCTION COST (III + IV +						

Prepared by:

Contractor's Representative

LOT 2

CONTRACTORS LOGO

PROGRAM OF WORKS (Blank)

OFFICE: DepED Regional Office No. VIII			Date:			
Region: VIII			Budget Allocation: PHP 374,087.73			
Division: RD OFFICE			Estimated Government Expenses:			
Project Title: Installation of Window and Screen In Varios Building of DepED Regional Office VIII			Approved Budget for Contract: PHP 374,087.73			
			Completion Period: 30 calendar days			
			Minimum Required Manpower:			
			Project Engineer Installer			
			Foreman Laborer			
Plan: DepED Plans			Minimum Required Equipment:			
Location: DepED Regional Office No. VIII			Cutter Hand Tools			
Gov't. Center, Candahug, Palo, Leyte						
Item I.D.	Item Description	% of Total	Unit	Quantity	Total Cost	Remarks
I. DIRECT COST						
1.00	General Requirments		lot	1.00		
2.00	Demotitation Work		sq.m	25.00		
3.00	Patching and Plastering		SQ.M.	15.00		
4.00	Windows and Screen		Set	31.00		
5.00	Paintings		Gal	10.00		
SUB-TOTAL						
I. DIRECT COST						
II. INDIRECT COST 10%/22% of (I)						
Overhead Expenses (0%)						
Contingencies (0%)						
Miscellaneous (0%)						
Contractor's Profit (10%)						
Sub-Total						
III. TAX 5% of (I+II)						
Sub-Total						
VI. TOTAL CONSTRUCTION COST (III + IV + V)						

Prepared by:

Contractor's Representative

I hereby certify that the Statement of Compliance to the foregoing Technical Specifications are true and correct, otherwise, if found false either during the bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Section VII. Drawings

*See attached Plans/
Drawings/Layouts.*

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

Section VIII. Bill of Quantities

LOT 1

Contractor's LOGO

Bill Of Quantities

PROJECT : New Construction of Visitor's Lounge
 Region : DepED Regional Office VIII
 LOCATION : Government Center, Candahug, Palo, Leyte
 OWNER : DEPARTMENT OF EDUCATION
 SUBJECT : Bill of Quantities

I.D. NO	DESCRIPTION	UNIT	QTY	UNIT COST		TOTAL COST		GRAND TOTAL
				MATERIAL	LABOR	MATERIAL	LABOR	
A.	GENERAL REQUIREMENTS	Lot	2					
1.00		Lot	2					
	Mobilization/Temporary Structures, Utilities and Services/Demobilization / Standard Billboard	lot	1.00					
	Safety and Health	lot	1.00					
	SUB-TOTAL							
B.	New Construction of Visitor's Lounge							
1.00	Earthworks	SQ.M.	30.55					
	CLEARING and GRABBING	SQ.M.	30.55					
	Structural Excavation	cu.m	16.00					
	SUB-TOTAL							
2.00	Concreting Works	CU.M.	16.75					
	Footing	CU.M.	1.75					
	FT Beam	CU.M.	3.40					
	Beam	CU.M.	3.40					
	Slab	CU.M.	3.50					
	Wall Footing	CU.M.	2.40					
	Slope Beam	CU.M.	2.30					
	Concrete Mix (Class A)	CU.M.	16.75					
	CEMENT	Bags	168.00					
	SAND	CU.M.	9.00					
	Crushed Gravel 3/4"	CU.M.	17.00					
	SUB-TOTAL							
3.00	Rebar Works	PCS.	225.00					
	Footing							
	D16mm x 6.00 mts RSB	pc	14.00					

	G.I. Tie Wire	kg	2.00						
	Footing Tie Beam								
	D16mm x 6.00 mts RSB	pcs.	30.00						
	D12mm x 6.00 mts RSB	pcs.	7.00						
	D10mm x 6.00 mts RSB	pcs.	36.00						
	G.I. Tie Wire	kg	12.00						
	Beam								
	D16mm x 6.00 mts RSB	pcs.	30.00						
	D12mm x 6.00 mts RSB	pcs.	7.00						
	D10mm x 6.00 mts RSB	pcs.	36.00						
	G.I. Tie Wire	kg	12.00						
	Slab								
	D10mm x 6.00 mts RSB	pcs.	23.00						
	G.I. Tie Wire	kg	3.00						
	Wall Footing								
	D12mm x 6.00 mts RSB	pcs.	3.00						
	D10mm x 6.00 mts RSB	pc	2.00						
	G.I. Tie Wire	kg	1.00						
	Slope Beam								
	D12mm x 6.00 mts RSB	pcs.	14.00						
	D10mm x 6.00 mts RSB	pcs.	23.00						
	G.I. Tie Wire	kg	4.00						
	SUB-TOTAL								
4.00	MASONRY WORKS	SQ.M.	255.00						
	MASONRY WORKS @ .40 M. Spacing Vert. and every 2 layer Hor.	SQ.M.	85.00						
	CHB 4"	PCS.	1,063.00						
	10 MM DIA. RSB	PCS.	110.00						
	TIE WIRE	KGS.	10.00						
	MORTAR (Class A Mix.)	SQ.M.	85.00						
	CEMENT	BAGS	130.00						
	SAND	CU.M.	8.00						
	PLASTERING and PATCHING (Class A Mix.) @ 25 mm. Thk. Double Face	SQ.M.	85.00						
	CEMENT	BAGS	76.00						
	SAND	CU.M.	5.00						
	SUB-TOTAL								
5.00	Ceiling Works	SQ.M.	55.00						
	Interior and Exterior Ceiling								
	Interior and Exterior Ceiling	SQ.M.	52.00						
	Metal Carrying Channel (12mm x 38mm x 5m x 0.8mm thk)	pcs.	25.00						
	Plywood, Marine 1/4" x 4' x 8' (STANDARD SIZE)	pcs.	23.00						
	Metal Double Furring Channel (19mm x 50mm x 5m x 0.5mm thk)	pcs.	58.00						
	Wall Angle	pcs.	25.00						

	W Clip	pcs.	460.00						
	Blind Rivets	pcs.	1,900.00						
	Nails 3"	kg	1.00						
	Dry Wall Screw	pcs.	100.00						
	SUB-TOTAL								
6.00	Roofing Works	SQ.M.	52.00						
	G.I. Long-Span Roofing, Corrugated, Pre-Painted, 1220mm x 0.4mm BMT	In.m.	65.00						
	Flashing, Pre-Painted, Ordinary, 0.915m x 2.440m x 0.4mm thk	pc	5.00						
	G.I. Ridge Roll, Preformed, Pre-Painted, 0.610m x 2.440m x 0.6mm BMT	pc	4.00						
	Fascia Board, Fiber Cement 3/4"x12" x 8'	pc.	8.00						
	J-Bolt (6mm dia.)	pc	580.00						
	Teckscrew 2-1/2"	pc	80.00						
	Blind Rivets	pc	750.00						
	Roof Sealant	L	2.00						
	Steel Works								
	LC 150 x 65 x 20 x 2.0mm	pc	30.00						
	L 65 x 65 x 6.0mm @ 6m.	pc	12.00						
	L 50 x 50 x 6mm @ 6m.	pc	12.00						
	Steel Plate 1.20m x 2.40m x 6mm thk	pc	1.00						
	L 25 x 25 x 3mm @ 6m.	pc	5.00						
	D12mm x 6.00 mts RSB	pc	12.00						
	Welding Rod	kg.	18.00						
	Primer, Red Oxide	Gal	3.00						
	SUB-TOTAL								
7.00	Painting Works	Lot	1.00						
	Latex, Flat	Gal	11.00						
	Masonry Putty	Gal	11.00						
	Latex, Semi Gloss	Gal	20.00						
	Enamel, Flatwall	gal	3.00						
	Glazing Putty	gal	3.00						
	Enamel, Semi Gloss	gal	6.00						
	Roller Brush 7"	Pc	5.00						
	Paint Brush 2"	PC	4.00						
	Sand Paper	M.	3.00						
	SUB-TOTAL								
8.00	Electrical Works	Lot	1.00						

	Electrical Conduit uPVC, 25mmØ	pc	75.00						
	RSC 25mmØ	pc	1.00						
	Entrance Cap 25mm dia.	pc	1.00						
	Utility Box, 2" x 4" G.I.	pc	4.00						
	22.0 mm² TW(G) Wire, Stranded	m	10.00						
	3.5 mm² THHN Wire, Stranded	m	300.00						
	5.5 mm² THHN Wire, Stranded	m	150.00						
	Duplex Convenience Outlet, Grounding Type, 20A, 250V	set	2.00						
	Single Pole Wall Switch in One Switch Plate (10 AMP, 230V)	set	2.00						
	Aircon Outlet with Plate	pc	1.00						
	Aircon Unit -Wall Mount Split Type Inverter Horsepower - 2.0 hp Cooling Capacity: 6367 to 20748 kJ/h Application Area: 19 to 32 sqm Rated Power Input - 1628W Max.Rated Power Input - 2200W Rated Current Input - 7.4 A Max.Rated Current Input - 12.1 A Refrigerant / Coolant - R410A	Set	1.00						
	3 Single Pole Wall Switches in One Switch Plate (10 AMP, 230V)	set	1.00						
	2 - 28W, 230V, 60Hz, AC Fluorescent Lighting Fixture, (Box Type)	set	4.00						
	FL 1 x 40W Industrial Type	set	1.00						
	Panel Box, Flush Type, 8 Branches	set	1.00						
	Circuit Breaker, 20A 2P	set	3.00						
	Circuit Breaker, 30A 2P	set	3.00						
	Circuit Breaker, 40A 2P	set	2.00						
	Electrical Tape	pc	10.00						
	SUB-TOTAL								
9.00	Door and Window	Set	8.00						
	D-1, Analok Frame Glass Swing Door with Complete Accessories @ 0.95m. x 2.20m.	Set	1.00						
	D-2, Panel Door 0.90m x 2.10m on 150mm Wooden Jamb complete with Accessories (lever type door knob)	set	1.00						
	W-1 Analok Frame Glass Window, Sliding and Fixed Type, with Complete Accessories @ 1.20 m. x 3.20m. With Window Blinds.	Set	1.00						
	W-2 Analok Frame Glass Window, Sliding and Fixed Type, with Complete Accessories @ 1.20 m. x 2.26m., Window Blinds	Set	4.00						
	W-3 Analok Frame Glass Window, Sliding Type, with Complete Accessories @ 0.50 m. x 0.50 m.	Set	1.00						
	SUB-TOTAL								

10.00	TILES	Sq. M.	30.00						
	Use 0.60mx 0.60m. Floor Tiles @ 10mm Thk. Tile Adhesive and 1 1/2" Thk. Grout Cement Base and								
	0.60m x0.60m. Tiles(Unglazed Tiles)	pcs.	85.00						
	Tile Adhesive 25 kg/bag	bags	20.00						
	TILE GROUT 2kgs	Packs	4.00						
	Cement	bags	20.00						
	Sand	cu.m.	1.00						
	All material shall be approved by the Supervising Engineer								
	SUB-TOTAL								
11.00	Scaffoldings	Lot	1.00						
	2x3x10' Coco Lumber	Pc	30.00						
	2x2x10' Coco Lumber	Pc	40.00						
	Plywood Ordinary, 1/4" x 4' x 8'	pc	15.00						
	CWN Assorted	Kg	10.00						
	SUB-TOTAL								
C.	Septik Tank	Lot	1.00						
12.00	Earthworks	Cu.M.	6.00						
	Structural Excavation	cu.m	6.00						
	SUB-TOTAL								
12.10	Concreting Works	CU.M.	0.75						
	Concrete Mix (Class A)	CU.M.	0.75						
	CEMENT	Bags	8.00						
	SAND	CU.M.	0.50						
	Crushed Gravel 3/4"	CU.M.	1.00						
	SUB-TOTAL								
12.20	MASONRY WORKS @ .40 M. Spacing Vert. and every 2 layer Hor.	SQ.M.	17.00						
	CHB 4"	PCS.	230.00						
	10 MM DIA. RSB	PCS.	27.00						
	TIE WIRE	KGS.	2.00						
	SUB-TOTAL								
12.30	MORTAR (Class A Mix.)	SQ.M.	18.40						
	CEMENT	BAGS	15.00						
	SAND	CU.M.	1.00						
	SUB-TOTAL								
12.40	PLASTERING and PATCHING (Class A Mix.) @ 25 mm. Thk.	SQ.M.	10.00						
	CEMENT	BAGS	9.00						
	SAND	CU.M.	0.50						

[illegible]

	Enamel, Flatwall	gal	6.00						
	Primer, Zinc Chromate	gal	6.00						
	Topcoat	gal	11.00						
	SUB-TOTAL								
3.40	Forms and Scaffolding	Lot	1.00						
	2'x2"x10' Coco Lumber	gal	8.00						
	2'x3"x10' Coco Lumber	gal	8.00						
	Plywood, Marine 1/4" x 4' x 8'	pc	5.00						
	SUB-TOTAL								
	MATERIALS								
I.	LABOR								
II.	DIRECT COST (I+II)								
V.	INDERICT COST 22% OF (III)								
I.	TAX 7% of (III+IV)								
II.	PROJECT COST (III + IV+V)								
III.	TOTAL PROJECT COST								

Prepared by:

Contractor's Representative

LOT 2

CONTRACTORS LOGO

PROJECT : Installation of Window and Screen in Varios Building of DepED Regional Office VIII

LOCATION : DEPED REGIONAL OFFICE VIII

OWNER : DEPARTMENT OF EDUCATION

SUBJECT : APPROVED AGENCY ESTIMATE

I.D. NO	DESCRIPTION	UNIT	QTY	UNIT COST		TOTAL COST		GRAND TOTAL
				MATERIAL	LABOR	MATERIAL	LABOR	
1.00	General Requirments	lot.	1.00					
	Mobilization/ Temporary Structure, Utilities and Service/Demolization	lot.	1.00					
	Safety and Health	lot.	1.00					
	SUB-TOTAL							
2.00	Demolitation Work	sq.m	25.00					
	Removal of Window with Jamb	sq.m	25.00					
	SUB-TOTAL							
3.00	Patching and Plastering	SQ.M.	15.00					
	Cement	bags	7.00					
	Sand	cu.m.	0.50					
	SUB-TOTAL							
4.00	Windows and Screen	Set	31.00					
	ESSD							
	Analok Window Screen, Size =2.70m. L x1.30m.H	SET	1.00					
	Analok Window Screen, Size =2.40m. L x1.20m.H	SET	1.00					
	Analok Window Screen, Size =1.60m. L x1.25m.H	SET	2.00					
	Analok Window Screen, Size =1.80m. L x1.20m.H	SET	1.00					
	ORD							
	Analok Window Screen, Size =3.20m. L x1.20m.H	SET	6.00					
	Analok Window Screen, Size =1.50m. L x 0.96m.H	SET	2.00					
	Analok Window Screen, Size =1.50m. L x1.00m.H	SET	2.00					
	Analok Window Screen, Size =1.5m. L x1.25m.H	SET	1.00					
	W-4 Analok Frame Glass Window, Fixed Type, @ 1.70m. X0.80m. With Screen (See Detail)	SET	2.00					
	ARD							
	W-1 Analok Frame Glass Window, Sliding and Fixed Type, with Screen and Complete Accessories @ 3.20m. L. x 1.75m. H.	SET	2.00					
	W-1 Analok Frame Glass Window, Sliding and Fixed Type, with Screen and Complete Accessories @ 2.40m. L. x 1.75m. H.	SET	1.00					
	W-1 Analok Frame Glass Window, Sliding and Fixed Type, with Screen and Complete Accessories @ 3.10m. L. x 1.75m. H.	SET	1.00					
	CASHIER							
	Analok Window Screen, Size =2.75m. L x1.20m.H	SET	1.00					
	Analok Window Screen, Size =3.20m. L x1.20m.H	SET	1.00					

ADMIN									
	Analok Window Screen, Size =2.60m. L x1.10m.H	SET	3.00						
	Analok Window Screen, Size =1.60m. L x1.10m.H	SET	1.00						
RECORDS									
	Analok Window Screen, Size =1.40m. L x1.35m.H	SET	2.00						
	Analok Window Screen, Size =0.65m. L x1.10m.H	SET	1.00						
SUB-TOTAL									
Paintings			Gal	10.00					
	Concrete Surface								
	Skimcoat	Gal.	2.00						
	Primer	Gal.	2.00						
	Putty (Spot)	Gal.	2.00						
	Topcoat	Gal.	2.00						
	Thinning Solvent for Putty	Gal.	2.00						
	Paint Brush 2"	pc	3.00						
	Sand Paper #80	m	2.00						
SUB-TOTAL									
I.	MATERIALS								
II.	LABOR								
III.	DIRECT COST (I+II)								
IV.	INDERICT COST 10% OF (III)								
V.	TAX 7% of (III+IV)								
VI.	PROJECT COST (III + IV+V)								

Prepared by:

Contractor's Representative

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

- ☐ One (1) sealed envelope marked “ORIGINAL Technical & Financial components”
- ☐ One (1) sealed envelope marked "COPY-1 of Technical & Financial components"
- ☐ One (1) sealed envelope marked "COPY-2 of Technical & Financial components"

II. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) 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
- ☐ (g) 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
- ☐ (h) 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
- ☐ (i) 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
- ☐ (j) 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

- ☐ (k) 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

- ☐ (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- ☐ (n) 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.

III. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

Annex - Bidding Forms

(INFRASTRUCTURE PROJECTS)

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Bid Form

Date: _____

IB¹ N°: _____

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

Address: *[insert address]*

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

(c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) 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;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;

(f) 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;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

(h) 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

¹ If ADB, JICA and WB funded projects, use IFB.

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

(j) **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].**

(k) **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: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Form of 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 *[insert the amount in specified currency in numbers and words]* 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 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:

- (a) General and Special Conditions of Contract; (b) Drawings/Plans;
- (c) Specifications; (d) Invitation to Bid;
- (e) Instructions to Bidders; (f) Bid Data Sheet;
- (g) Addenda and/or Supplemental/Bid Bulletins, if any;

(h) 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;

- (i) Eligibility requirements, documents and/or statements; (j) Performance Security;
- (k) Notice of Award of Contract and the Bidder’s conforme thereto;
- (l) Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Contractor).

Binding Signature of Procuring Entity

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

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] [insert “as shown in the attached duly notarized Special Power of Attorney” for the authorized representative];

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], accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, 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;

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 following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory_____

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES) CITY OF _____) S.S.
X-----X

Invitation to Bid *[Insert reference 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 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 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 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;
 - c. I am/we are declared as 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'S AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. ____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____ Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. _____

Page No. _____ Book No. __ Series of _____.

