

PHILIPPINE BIDDING DOCUMENTS

**Procurement of Labor,
Supplies and Materials for
the Rehabilitation of Saliksik
Building Driveway and
Parking Space**

PCHRD – PB – 2024 –02

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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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



The Government of Republic of the Philippines
PHILIPPINE COUNCIL FOR HEALTH RESEARCH & DEVELOPMENT
General Santos Ave., Bicutan, Taguig City

INVITATION TO BID
FOR THE
***Procurement of Labor, Supplies and Materials for the
Rehabilitation of Saliksik Building Driveway and Parking
Space***

1. The Department of Science and Technology – Philippine Council for Health Research and Development (DOST-PCHRD), through the **General Appropriations Act 2024 (GAA 2024)** intends to apply the sum of **Three Million One Hundred Fifty Thousand Pesos (PhP 3,150,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Labor, Supplies and Materials for the Rehabilitation of Saliksik Building Driveway and Parking Space / PCHRD – PB – 2024 – 02**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DOST-PCHRD now invites bids for the above Procurement Project. Completion of the Works is required within **Seventy-Five (75) calendar days inclusive of pre-determined unworkable days**. Bidders should have completed 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from Philippine Council for Health Research and Development (PCHRD) and inspect the Bidding Documents at the address given below from 8:00 AM to 4:00 PM.
5. A complete set of Bidding Documents may be acquired by interested bidders on **October 09 – 29, 2024 from 8:00 AM to 4:00 PM except Saturdays, Sundays and Holidays, and until 09:30 AM on October 29, 2024** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PhP 5,000.00)**.

It 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 applicable fee for the Bidding Documents not later than the submission of their bids.

6. The DOST-PCHRDR will hold a Pre-Bid Conference on **October 17, 2024 (Thursday) 02:30PM through videoconferencing/webcasting via Zoom Cloud Meetings**, 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 and online or electronic submission to the email address as indicated below, on or before **October 29, 2024 (Tuesday) 10:00AM**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
9. Bid opening shall be on **October 29, 2024 (Tuesday) 10:30AM**. Opening of bids is **through videoconferencing/webcasting via Zoom Cloud Meetings**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Department of Science and Technology – Philippine Council for Health Research and Development (DOST-PCHRDR) 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:

Mr. Cirio D. Pangan Jr.

Secretariat, Bids and Awards Committee
Philippine Council for Health Research and Development
PCHRDR Saliksik Building, Sikap Street,
DOST Main Compound, Gen. Santos Ave., Bicutan, Taguig City
Email: procurement@pchrdr.dost.gov.ph
Tel. No.: 8837-2931 loc. 506

12. You may visit the following websites:

For downloading of Bidding Documents:

https://www.pchrdr.dost.gov.ph/bid_opportunities/

09 October 2024

(sgd.)

MARIA VIOLETA G. INTIA
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Science and Technology – Philippine Council for Health Research and Development (DOST - PCHRD) invites Bids for the **Procurement of Labor, Supplies and Materials for the Rehabilitation of Saliksik Building Driveway and Parking Space**, with Project Identification Number: **PCHRD – PB – 2024 – 02**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Fiscal Year 2024** in the amount of **Three Million One Hundred Fifty Thousand Pesos (PhP 3,150,000.00)**.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

- 7.1. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor’s own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and **through video conferencing or webcasting via Zoom Cloud Meetings** 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 Engineer, Foreman, Civil Engineer/Structural Engineer, Electrical Engineer, Master Painter and Carpenter) 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:

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 **February 26, 2025 or one hundred twenty (120) calendar days from the date of the opening of bids**. 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 **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 9 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.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause									
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <ul style="list-style-type: none"> a. Contracts involving Design/Construction/Repair/Improvement of buildings, horizontal infrastructures, public or private roads and driveways and motor vehicle parking b. Completed within three (3) years prior to the deadline for the submission and receipt of bids. 								
7.1	Subcontracting is not allowed.								
8	<p>The Procuring Entity will hold a pre-bid conference for this Project through video-conferencing/web casting:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Date and Time:</td> <td>October 17, 2024 (Thursday) 02:30PM</td> </tr> <tr> <td>Zoom Invitation Link:</td> <td>https://pchr-dost-gov-ph.zoom.us/j/82091465742</td> </tr> <tr> <td>Meeting ID:</td> <td>820 9146 5742</td> </tr> <tr> <td>Password:</td> <td>PCHRD@42</td> </tr> </table> <p>**Note to Prospective Bidders who wants to attend the Pre-Bid Conference:</p> <p>As soon as you log in, please change your name format to (Company Name/Acronym)_(Name); i.e. PCHRD_Juan Dela Cruz.</p> <p>You will only be admitted to the meeting room once name has been changed into the prescribed format.</p>	Date and Time:	October 17, 2024 (Thursday) 02:30PM	Zoom Invitation Link:	https://pchr-dost-gov-ph.zoom.us/j/82091465742	Meeting ID:	820 9146 5742	Password:	PCHRD@42
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Meeting ID:	820 9146 5742								
Password:	PCHRD@42								
10	<p>Statement of all 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</p> <p>Statement of all Government & Private Contracts completed within three (3) years, prior to the deadline for the submission and receipt of bids. Which are similar in nature to the contract to be bid; and</p>								

	The bidder's SLCC similar to the contract to be bid, equivalent to at least fifty percent (50%) of the ABC, should have been completed within three (3) years, prior to the deadline for the submission and receipt of bids.									
10.1	<ul style="list-style-type: none"> • Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) • Interested bidders / contractors are required to make an inspection and evaluation of the site related to the Modification of DOST Motor Pool into PCHRD Office Space to qualify in the bidding process. PCHRD will not accept bids with no Certificate of Site Inspection. 									
10.3	Valid Philippine Contractors Accreditation Board (PCAB) License and registration for the type and cost of the contract for this project.									
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1"> <thead> <tr> <th><u>Key Personnel</u></th> <th><u>General Experience</u></th> <th><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>1. Project Engineer (Licensed Civil Engineer)</td> <td>3</td> <td>3</td> </tr> <tr> <td>2. Foreman</td> <td>3</td> <td>3</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	1. Project Engineer (Licensed Civil Engineer)	3	3	2. Foreman	3	3
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2. Foreman	3	3								
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1"> <thead> <tr> <th><u>Equipment</u></th> <th><u>Capacity</u></th> <th><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>1. Soil/Plate Compactor – 5HP</td> <td>5HP</td> <td>1 unit</td> </tr> <tr> <td>2. Jack Hammer – 1750W</td> <td>1750W</td> <td>1 unit</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	1. Soil/Plate Compactor – 5HP	5HP	1 unit	2. Jack Hammer – 1750W	1750W	1 unit
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>								
1. Soil/Plate Compactor – 5HP	5HP	1 unit								
2. Jack Hammer – 1750W	1750W	1 unit								
12	No further instruction.									
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"> The amount of not less than Sixty-Three Thousand Pesos (PhP 63,000.00) or two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; The amount of not less than One Hundred Fifty-Seven Thousand Five Hundred Pesos (PhP 157,500.00) or five percent (5%) of ABC, if bid security is in Surety Bond. 									
16	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.									

17	<p>Bidders should submit their bids through:</p> <ol style="list-style-type: none"> 1. Electronic Copy – Password-protected Bids must be emailed to procurement@pchr.dost.gov.ph on or before the submission due date. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology; and 2. Hardcopy should be submitted to the address given below on or before the submission due date. <p>The address for submission of bids is:</p> <p>PCHRD Bids and Awards Committee Philippine Council for Health Research and Development</p> <p>PCHRD Saliksik Building, Sikap Street, DOST Main Compound, Gen. Santos Ave., Bicutan, Taguig City</p> <p>The deadline for submission of bids is:</p> <p>October 29, 2024 (Tuesday), 10:00 AM</p>
18	<p>Opening of bids is through videoconferencing or webcasting via Zoom Cloud Meetings.</p> <p>Bidders are advised to join the opening of bids via Zoom Cloud Meetings. The link for the opening of bids will be sent via email to all bidders who submitted their bids on time.</p> <p>The BAC will use the non-discretionary pass / fail criteria. First to be opened is the eligibility and technical documents followed by the financial documents. Financial documents will be opened only once the bidder passed the technical and eligibility screening. BAC will check each required document if it's present or absent, if one document is absent, it's considered a non-responsive bid therefore an outright rejection.</p> <p>The date and time of bid opening is:</p> <p>October 29, 2024 (Tuesday), 10:30 AM</p>
19.2	<p>Partial bids are NOT allowed.</p>
19.3	<p>Net Financial Contracting Capacity (NFCC) Computation.</p>
20	<p>The LCB shall submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt of the notification.</p> <ol style="list-style-type: none"> a. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);

	<p>b. Valid and current Certificate of PhilGEPS Registration; and</p> <p>c. BIR Registration Certification, which contains the Taxpayer's Identification Number</p> <p>d. DTI Business Name Registration or SEC Registration</p> <p>e. Valid and current Mayors/Business Permit</p> <p>Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.</p> <p>If bidding as Joint Venture (JV), each member of the JV shall submit the same documents.</p>
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. Program of Work 2. Construction schedule or Gantt Chart and S-curve 3. Manpower Schedule 4. Construction Method 5. Equipment Utilization Schedule 6. Construction Safety and Health program approved by the Department of Labor and Employment; evidence of submission as received by DOLE is acceptable.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

11.1. The Contractor shall submit to the **Procuring Entity’s Representative** for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the SCC.

- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Sectional completion not applicable for this project.
3	The Procuring Entity shall give possession of all parts of the Site to the Contractor beginning on the date of effectivity of contract until the date of its termination and/or project completion.
4.1	The Intended Completion Date is Seventy-Five (75) Days inclusive of Saturdays, Sundays and Holidays from the date of receipt of the Notice-To-Proceed issued by DOST-PCHRD.
6	In lieu of site investigation reports, interested Bidders / Contractors shall be allowed to inspect the site anytime. DOST-PCHRD will issue Certificate of Site Inspection. This certification shall form an integral part of the Bidding Documents.
7.2	The warranty against Structural Defects/Failures, except that occasioned-on force majeure, is Fifteen (15) years reckoned from the date of issuance of the Certificate of Final Acceptance by the DOST-PCHRD.
10	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 Ten (10) calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work/Work Schedule is Ten Percent (10%) of the amount of the next progress billing.
13	The amount of the advance payment is fifteen percent (15%) of the Contract Price, which shall be given to the Contractor not later than fifteen (15) calendar days from receipt by the Procuring Entity of the Contractor's request, subject to the requirements under GCC Clause 13.
14	No further instructions.
15.1	The date by which operating, and maintenance manuals are required is within ten (10) calendar days from accomplishment of ninety- five percent (95%) of the Project The date by which "as built" drawings are required is within ten (10) calendar days from accomplishment of ninety- five percent (95%) of the Project.
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 Ten Thousand Pesos (P10,000.00).

Section VI. Specifications

SCOPE OF WORK

Procurement of Labor, Supplies and Materials for the Rehabilitation of Saliksik Building Driveway and Parking Space

Item	SCOPE OF WORK	Statement of Compliance
1	Labor, Supplies and Materials for the Rehabilitation of Saliksik Building Driveway and Parking Space <ul style="list-style-type: none"> ➤ Site Preparation Works ➤ Provision of Storm Drainage ➤ Concrete Pavement ➤ Walkway ➤ Vehicle Parking 	
2	Site preparation works including excavation, concrete chipping and soil compaction.	
3	Construction of concrete storm drain.	
4	Stone pavers laying for walkway and provision of PWD Ramp.	
5	Construction of concrete pavement.	
6	Laying of geotextile fabric, bi-axial geogrid and gravel bed for the gravel parking.	
7	Construction of concrete stairs.	
8	Repainting of plant box.	
9	Provision of road markings such as pedestrian lane, PWD ramp marking, motorcycle and bicycle parking markings.	
10	Supply and installation of sun shade net/sail above the gravel parking.	
11	Supply and installation of 25W solar flood light.	
	NOTE: All works that are essential for the implementation of construction plans and specifications shall be considered as part of the Scope of Works for this Project.	

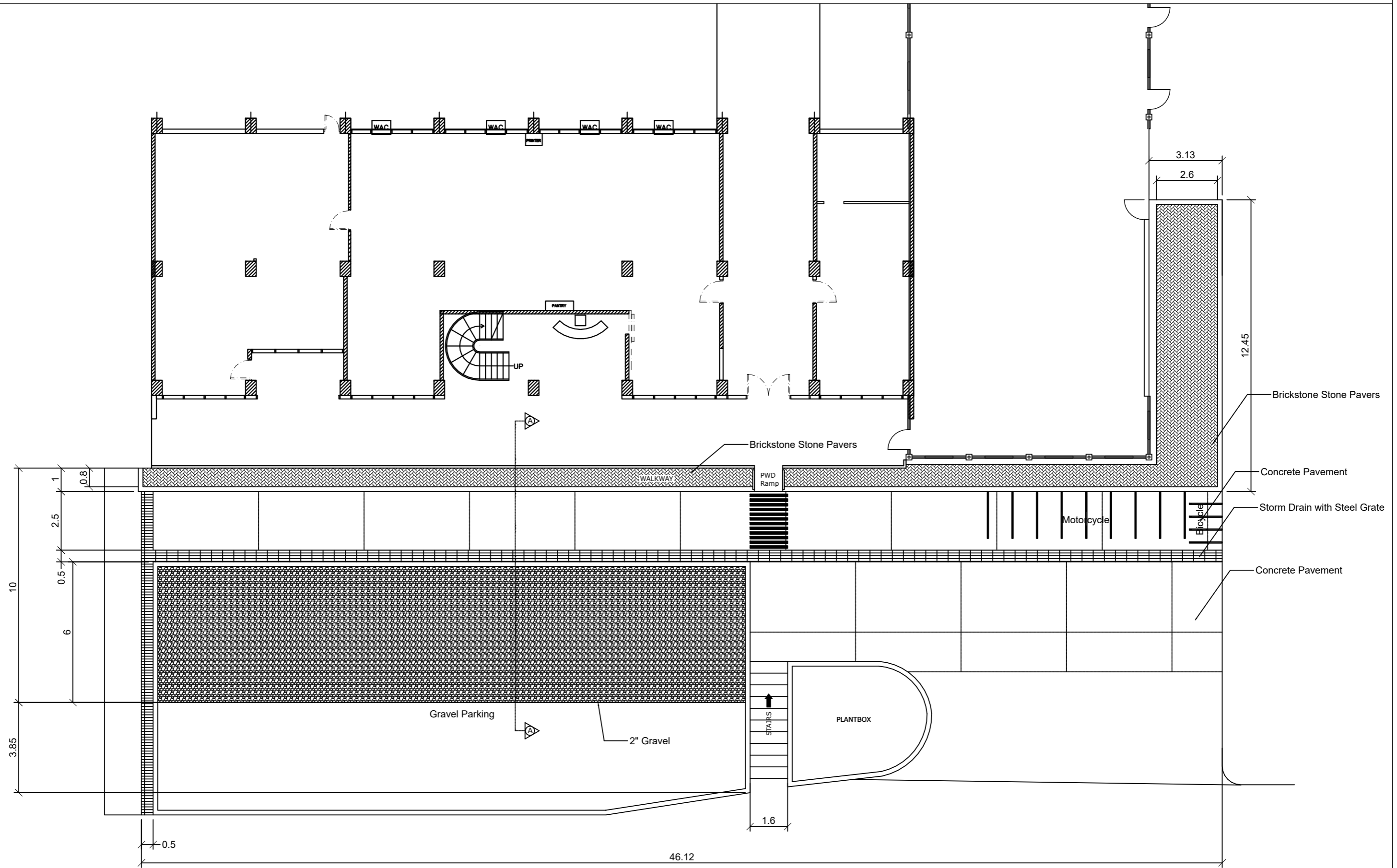
We hereby comply with the above-stated Scope of Work and Specifications.

Submitted by : _____
(Name of Firm)

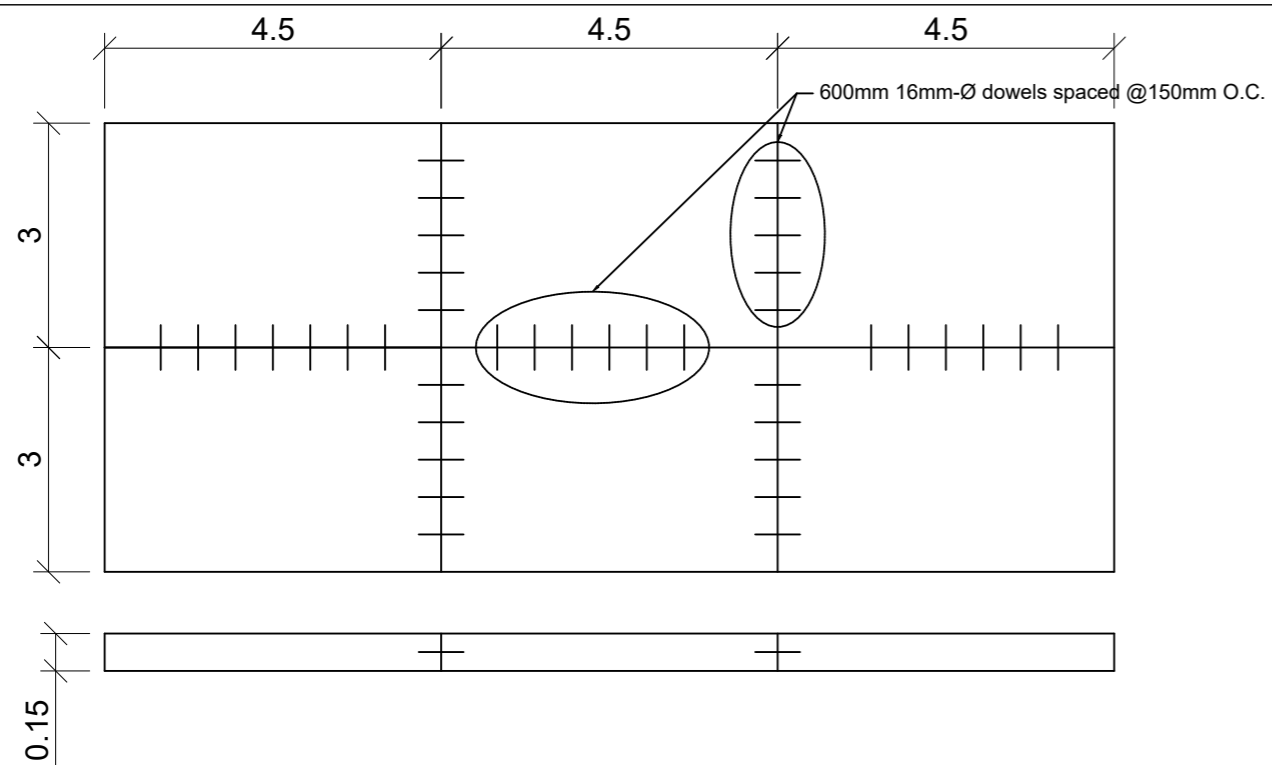
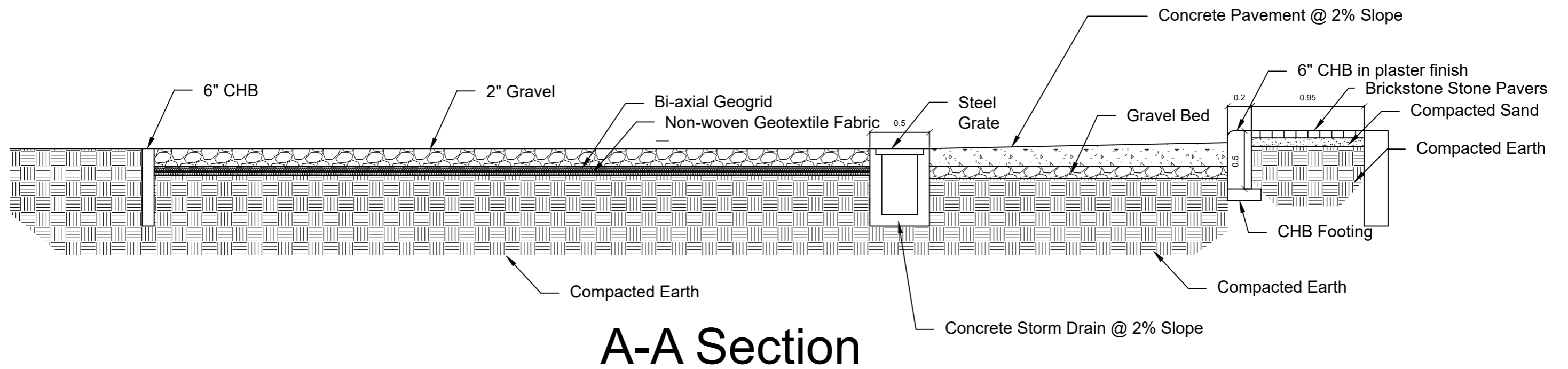
Signing Authority : _____
(Printed Name and Signature)

Designation : _____
Date : _____

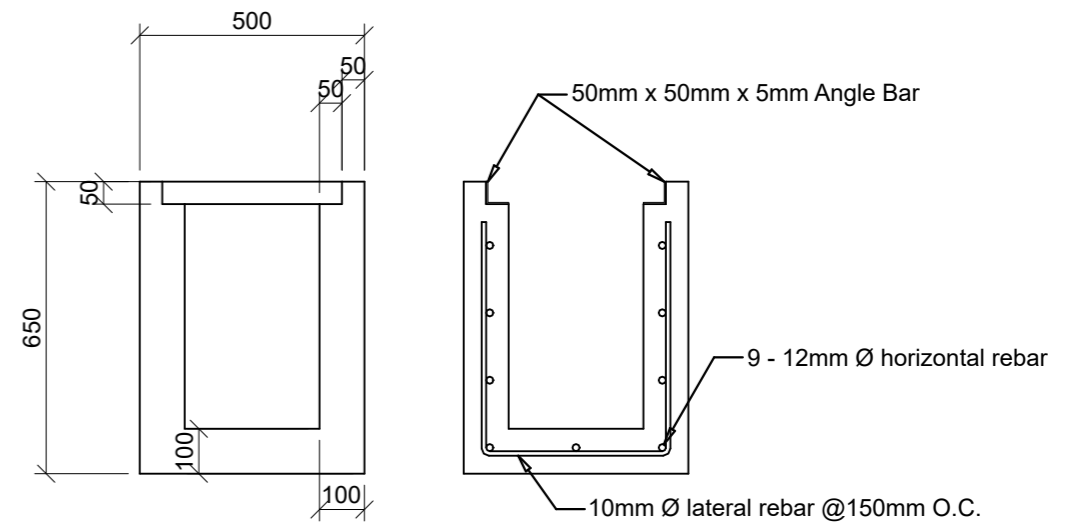
Section VII. Drawings



Site Development Plan



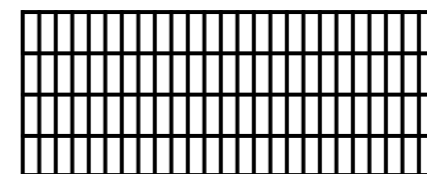
Steel Dowel Details

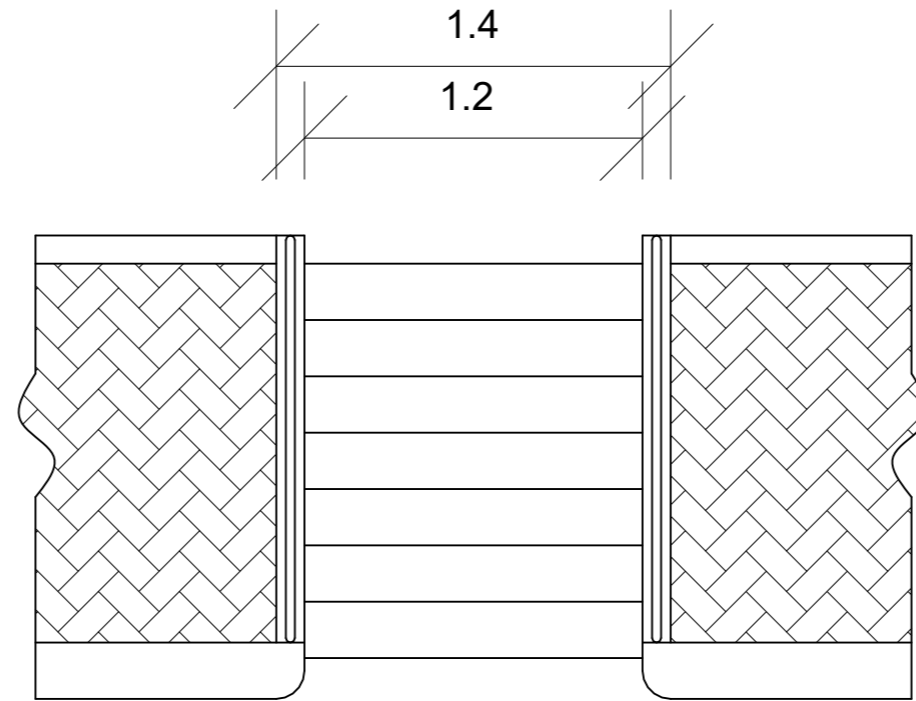


Concrete Storm Drainage Details

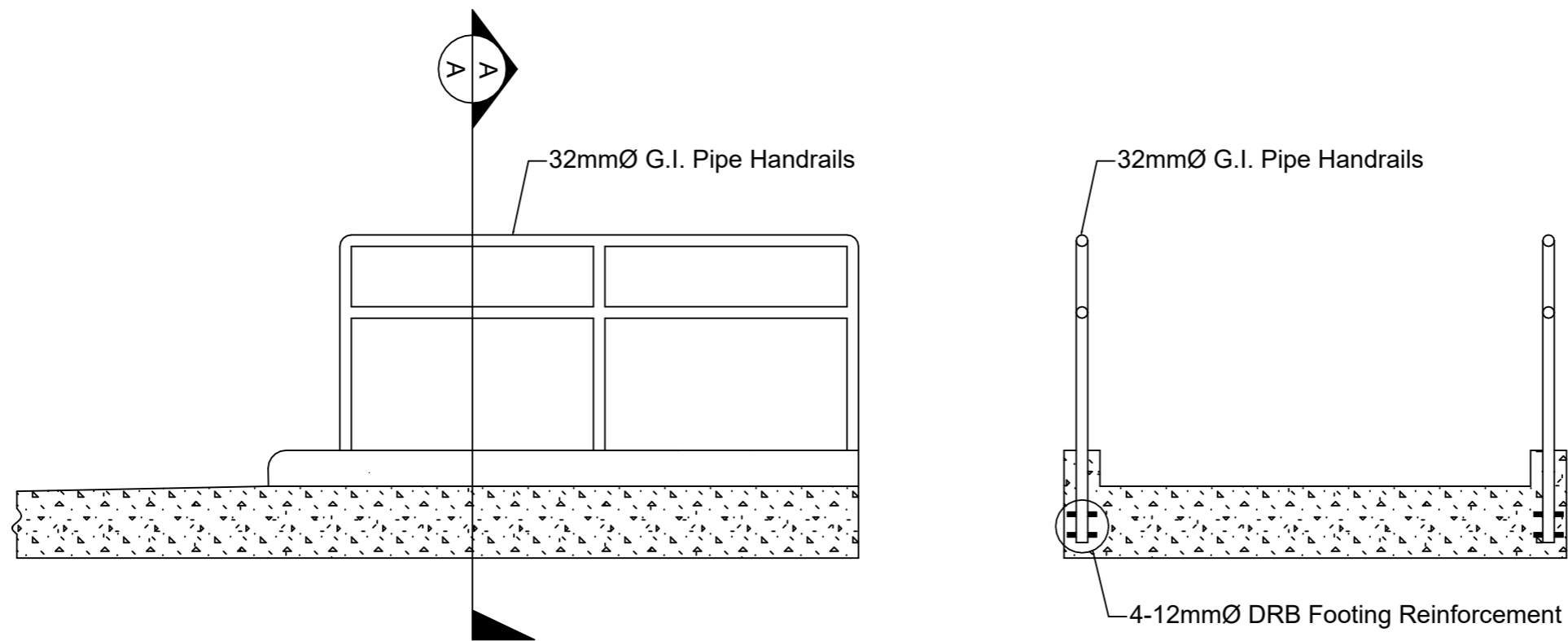
Steel Grating Specification

Vertical Bar Spacing	Horizontal Bar Spacing	Specification of Flat Steel (Width x Thickness)	Span per Panel
40mm	100mm	50mm x 5mm G505	1 meter





PWD Ramp Plan



PWD Ramp Section

Section A-A

Section VIII. Bill of Quantities

PROJECT : REHABILITATION/IMPROVEMENT OF THE OFFICE SPACE AT TITANUIM BUILDING
 OWNER : PHILIPPINE COUNCIL FOR HEALTH RESEARCH AND DEVELOPMENT
 LOCATION : DOST COMP. GEN. SANTOS AVE. BICUTAN TAGUIG CITY
 SUBJECT : Bill of Quantities
 SCOPE : Saliksik Building Driveway and Parking Rehabilitation

DESCRIPTION OF WORK	QTY	UNIT	MATERIAL COST	LABOR COST	OCM	12% VAT	UNIT COST	TOTAL COST
I. GENERAL REQUIREMENTS								
1. Project Sign Board	1	lot						
2. Mobilization/Demobilization & Hauling	1	lot						
3. As-Built Plan	1	lot						
4. Temporary Facilities	1	lot						
Subtotal								
II. Site Works								
1. Excavation	222.2	cu. m.						
2. Concrete chipping	14.4	sq.m.						
3. Soil Compaction	445.49	sq.m.						
Subtotal								
III. Concrete Pavement								
1. Cement	367	bag						
2. Sand	20.39	cu. m.						
3. Gravel	40.79	cu. m.						
4. Gravel Bed	27.17	cu. m.						
6. 16 mm dia. dowel bars	44	pcs.						
8. Formworks	5.75	sq. m.						
Subtotal								
IV. Walkway								
1. Cement	65	bag						
2. Sand	3.77	cu. m.						
3. Gravel	1.39	cu. m.						
4. CHB 6"	290	pcs.						
5. Sand Bed	5.07	cu. m.						
6. Brickstone Pavers 100x200x60mm Gray	3390	pcs.						
7. Polymeric Sand (Gray) / Jointing Sand / Paver Sand (50lb or 25kg bag)	3	bag						
9. 12 mm dia. Rebar	30	pcs.						
10. Tie Wire No. 16	1.08	kg						
Subtotal								
V. Storm Drainage								
1. Cement	84	bag						
2. Sand	4.65	cu. m.						
3. Gravel	9.3	cu. m.						
4. 12 mm dia. Rebar	90	pcs.						
5. 10 mm dia. Rebar	96	pcs.						
6. Tie Wire No. 16	5	kg						
7. Formworks	186	sq. m.						
8. Steel Grate	60	l.m.						
9. 50mmx50mmx5mm Angle Bar	20	pcs.						
Subtotal								
VI. Gravel Bed Parking								
1. Gravel 2"	21.82	cu. m.						
3. CHB 6"	502	pcs.						
4. Cement	62	bag						
5. Sand	3.39	cu. m.						
6. 10 mm dia. Rebar	33	pcs.						
7. Tie Wire No. 16	1.32	kg						
9. Non-woven Geotextile Fabric/cloth 250 gsm	150	sq.m.						
10. Bi-axial geodrid	150	sq.m.						
Subtotal								
VII. Concrete Stairs								
1. Cement	22	bag						
2. Sand	1.2	cu. m.						
3. Gravel	2.4	cu. m.						
4. Stainless Steel Railing	1	lot						
5. 10 mm dia. Rebar	12	pcs.						
6. 12 mm dia. Rebar	10	pcs.						
7. Tie Wire No. 16	0.4	kg						
8. Formworks	4.8	sq. m.						
Subtotal								
VIII. Miscellaneous								
1. Stainless Steel Railing for PWD Ramp	1	lot						
2. Pedestrian Lane Road Marking (painted - Acrylic)	1.92	sq. m.						
3. PWD Ramp Marking (painted - Acrylic)	0.53	sq. m.						
4. Parking Markings (Motorcycle & Bicycle) - Acrylic	0.8	sq. m.						
5. Paint Finish of Plant Box	10	sq. m.						
6. Bike Rack Stainless Steel 5-Slots	1	lot						
7. Sun shade net/sail	150	sq.m.						
7. Solar flood light 25W, Battery: 3.2V 5Ah, 6500k, 24-hours operating time	15	set						
Subtotal								
GRAND TOTAL								

*All required labor, supplies and materials needed for the execution of the project is included in the total cost, including repair works if any.

Prepared by:

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

or

(NOTE: in case the Platinum Certificate is still not available – Bidder must provide a copy of the Official Receipt (OR) from PhilGEPS as a proof of ongoing filing of platinum certificate together with documents below)

- (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
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Supplemental / Bid Bulletin, if any
- (f) Certificate of Site Inspection issued by the DOST-PCHR
- (g) 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**
- (h) Statement of all Government & Private Contracts completed within three (3) years, prior to the deadline for the submission and receipt of bids. Which are similar in nature to the contract to be bid; **and**
- (i) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, equivalent to at least fifty percent (50%) of the ABC, except under conditions provided under the rules; **and**
- (j) 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**
- (k) 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;

- (l) Conformity with the Scope of Work and Specifications;
- (m) 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 Engineer (Licensed Civil Engineer) and Foreman), 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**
- (n) 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

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

Class "B" Documents

- (q) 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

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

Other documentary requirements under RA No. 9184

- (s) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (t) 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**
- (u) Cash Flow by Month.

BIDDING FORMS

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 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: _____

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 *[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. General and Special Conditions of Contract;
 - ii. Drawings/Plans;
 - iii. Specifications;
 - iv. Bill of Quantities;
 - v. Invitation to Bid;
 - vi. Instructions to Bidders;
 - vii. Bid Data Sheet;
 - viii. 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;
 - (c) 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;
 - (d) Performance Security;
 - (e) Notice of Award of Contract and the Bidder’s conforme thereto; and
 - (f) 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, *[Name 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 Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

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

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 examine all of the Bidding Documents;
- b) Acknowledge 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]

BID SECURING DECLARATION FORM

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 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 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 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*

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

Republic of the Philippines



Government Procurement Policy Board