

# **BIDDING DOCUMENTS**

## **RENOVATION OF PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) GYMNASIUM COURT**

*PROCUREMENT THROUGH ELECTRONIC BIDDING  
UNDER THE MODERNIZED PHILGEPS*

**PUBLIC BIDDING NO: 001-2024**

**Sixth Edition  
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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***

**INVITATION TO BID  
FOR THE**

**RENOVATION OF PROCUREMENT SERVICE - DEPARTMENT OF BUDGET  
AND MANAGEMENT (PS-DBM) GYMNASIUM COURT**

**PUBLIC BIDDING NO. 001-2024**

*FUNDING SOURCE: GOVERNMENT OF THE PHILIPPINES (GOP) THROUGH  
2024 APPROVED BUDGET OF THE PROCUREMENT SERVICE (PS)*

1. The **PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM)** invites PhilGEPS registered suppliers to bid for the **Renovation of Procurement Service - Department of Budget and Management (PS-DBM) Gymnasium Court** in accordance with the provisions of the Revised IRR of R.A. 9184:

<b>Lot No.</b>	<b>Qty</b>	<b>Item/ Description</b>	<b>Unit Price</b>	<b>Approved Budget for the Contract</b>	<b>Price of Bid Documents</b>	<b>Delivery Period</b>
1	1 lot	<b>Renovation of Procurement Service - Department of Budget (PS-DBM) Gymnasium Court</b>	₱ 3,218,885.59	₱ 3,218,885.59	₱5,000.00	Please refer to Section VI. Schedule of Requirements

*Bids received in excess of the total amount shall be automatically rejected.*

Completion of works is required within the delivery period stated in Section VI Schedule of Requirements of the Bidding Documents. Bidders should have completed, within **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).

2. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	<b>Wednesday, 14 February 2024</b>
Issuance and Availability of Bid Documents	<b>Wednesday, 14 February 2024</b>
Pre-Bid Conference	<b>Wednesday, 21 February 2024; 10:00 AM</b>
Last day of Submission of Written Clarification	<b>Friday, 23 February 2024</b>



Last day of Issuance of Bid Bulletin	<b>Wednesday, 28 February 2024</b>
Deadline for Submission	<b>Wednesday, 06 March 2024; 10:00 AM</b>
Opening of Bids	<b>Immediately after the Deadline of Submission of Bids</b>

- Bidding will be conducted in accordance with **APPENDIX 36. REVISED GUIDELINES FOR ELECTRONIC BIDDING (E-BIDDING)**, through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 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.

- Interested bidders may obtain further information from the Procurement Service and inspect the Bidding Documents at the address given below during office hours.
- A complete set of Bidding Documents may be acquired by interested Bidders from the PS Cashier’s Office and upon payment of a nonrefundable fee in amounts pursuant to the Schedule.

It may also be downloaded free of charge from the website of the Procurement Service – DBM (PS-DBM), provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

- The PS-DBM will hold a Pre-Bid Conference on **Wednesday, 21 February 2024; 10:00 AM**, via Google Meet through this link: [meet.google.com/hbc-bhnz-owi](https://meet.google.com/hbc-bhnz-owi) which shall be open to prospective bidders.
- Bids must be duly received by the IBAC Secretariat through the **E-BIDDING FACILITY of PHILGEPS** on or before **Wednesday, 06 March 2024; 10:00 AM**.

**Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.**

- 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 **Wednesday, 06 March 2024; 10:00 AM** at the Conference Room, PS Conference Room, PS Complex Cristobal St., Paco, Manila. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity in person or via Google Meet.

**Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.**

10. The PS-DBM 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 IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*PS-Internal Bids and Awards Committee  
Secretariat, Internal BAC  
General Administrative Division  
2nd<sup>nd</sup> Floor, PS Complex  
Procurement Service-PhilGEPS  
Cristobal Street, Paco, Manila  
[internal-bacsec@ps-philgeps.gov.ph](mailto:internal-bacsec@ps-philgeps.gov.ph)*

For purposes of e-bidding facility clarifications, please refer to:

*Ron Cyprus G. Obniala  
Information System Analyst  
Procurement Service-PhilGEPS  
Cristobal Street, Paco, Manila  
rcobniala@ps-philgeps.gov.ph  
viber: 0909-064-8277*

**SGD.**  
**ENGR. DIANE T. ARBITRARIO**  
*Chairperson, Internal Bids and Awards Committee*

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Procurement Service - DBM* invites Bids for the *Renovation of Procurement Service – Department of Budget and Management (PS-DBM) Gymnasium Court* under RA 9184, with Public Bidding No. **001-2024**.

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 **2024** in the amount of *Three Million Two Hundred Eighteen Thousand Eight Hundred Eighty Five Pesos Only and 59/100* (₱3,218,885.59).

2.2. The source of funding is:

*Procurement Service Revolving Funds*

## 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:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 special PCAB License in case of Joint Ventures, 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 until *one hundred twenty (120) calendar days from 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 15 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	Particulars																					
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Renovation/Rehabilitation or Construction of Building</i>																					
7.1	Subcontracting is not allowed.																					
10.3	<i>PCAB License Category C Size Range Small B – General Building (GB-1)</i>																					
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: center;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Engineer (PRC Licensed Civil Engineer)</td> <td style="text-align: center;">5 years</td> <td style="text-align: center;">5 years</td> </tr> <tr> <td>Electrical Engineer (PRC License)</td> <td style="text-align: center;">5 years</td> <td style="text-align: center;">5 years</td> </tr> <tr> <td>Safety Officer (with a Certificate of Training issued by or in coordination with BWC or DOLE)</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>General Foreman</td> <td style="text-align: center;">5 years</td> <td style="text-align: center;">5 years</td> </tr> </tbody> </table> <p><i>The full time Project Engineer may also assume the designation/role/function of the Safety Officer provided that this person meets the required qualifications.</i></p>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Engineer (PRC Licensed Civil Engineer)	5 years	5 years	Electrical Engineer (PRC License)	5 years	5 years	Safety Officer (with a Certificate of Training issued by or in coordination with BWC or DOLE)	3 years	3 years	General Foreman	5 years	5 years						
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: center;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td><u>Welding Machine</u></td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td><u>Dump Truck</u></td> <td style="text-align: center;">12 cu. yd.</td> <td style="text-align: center;">1</td> </tr> <tr> <td><u>Cutting Outlet</u></td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td><u>Portable Breaker</u></td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td><u>Heavy Duty Vacuum</u></td> <td style="text-align: center;">3-6.5Hp</td> <td style="text-align: center;">1</td> </tr> <tr> <td><u>Leveling Equipment</u></td> <td></td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	<u>Welding Machine</u>		1	<u>Dump Truck</u>	12 cu. yd.	1	<u>Cutting Outlet</u>		1	<u>Portable Breaker</u>		1	<u>Heavy Duty Vacuum</u>	3-6.5Hp	1	<u>Leveling Equipment</u>		1
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<u>Leveling Equipment</u>		1																				
12	<i>No further instructions.</i>																					

15.1

The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

Lot No.	Item/Description	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012
1	<b>Renovation of PS-DBM Gymnasium Court</b>	₱ 64,377.71	₱ 160,944.28	Please see Section VIII attached as Annex "H"

The Bids Securing Declaration shall be uploaded in the mPhilGEPS while for other forms of Bid Security, prospective bidders may pay the PEs in two ways: (i) through an online payment facility integrated in the mPhilGEPS, once it is available; or (ii) directly to the collecting officer of the PE. In case the bid security is paid directly to the collecting officer of the PE, the prospective bidder shall prepare and upload a scanned copy of the receipt of cash payment or other forms of the Bid Security as stated in Section 27 of the 2016 revised IRR, together with the electronic bid. The original bid security shall be electronically submitted to the BAC during post-qualification. Failure to enclose the required bid security in the form and amount prescribed shall automatically disqualify the bid concerned.

19.2

*Partial bids are not allowed.*

20

For purposes of Post-qualification, the following document(s) shall be required:

1. Latest Income Tax Returns for the year 2022 (BIR Form 1701 or 1702).
2. Latest Value Added Tax Returns (Form 2550Q for September 2023 and December 2023).

*The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized subject to validation and verification.*

3. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall include the following:
  - a. Owner's certificate of final acceptance issued by the project owner; or
  - b. Constructor's Performance Evaluation System (CPES) rating sheet with at least satisfactory rating or Certificate of Completion and/or Owner's Acceptance

*In case of contracts with the private sector, an equivalent document shall be submitted.*

	<p>4. Proof of Ongoing and Awarded Contracts but not yet started contracts as identified in the Statement of All Ongoing Government &amp; Private Contracts, which shall include the following:</p> <ul style="list-style-type: none"> <li>a. Notice to Proceed or equivalent; and</li> <li>b. Certificate of accomplishments signed by the Owner or Owner's Project Engineer or in case the project was just awarded or still in the mobilization stage, a certification in lieu of the certificate of accomplishment signed by the Owner or Owner's Project Engineer should be submitted.</li> </ul> <p>5. Valid PRC Licenses of Key Personnel Assigned (if the bidder opt to submit expired PRC license together with the proof of renewal during the opening of bids)</p> <p><i>Note: Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original.</i></p>
21	<p>List of additional contract documents relevant to the Project:</p> <ul style="list-style-type: none"> <li>1. Construction Schedule and S-Curve;</li> <li>2. Manpower Schedule;</li> <li>3. Construction Methods;</li> <li>4. Equipment Utilization Schedule; and Construction Safety and Health Program approved by the Department Of Labor and Employment (DOLE).</li> </ul>

## ***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	Not applicable.
4	<i>The Project shall be completed within sixty (60) calendar days from receipt of the Notice to Proceed.</i>
6	<i>No further instructions.</i>
7	In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>ten (10) calendar</i> days of delivery of the Notice of Award
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>1% of the total contract price.</i>
13	Not Applicable.
14	Not Applicable. Full payment shall be made upon final acceptance.
15.1	The date by which operating and maintenance manuals are required is Not applicable.  The date by which "as built" drawings are required is <i>thirty (30) calendar days from completion of the project.</i>
15.2	The final payment shall be withheld for failing to submit the complete set of As-Built Drawings.

## *Section VI. Specifications*

**LOT NO. 1** : **RENOVATION OF PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) GYMNASIUM COURT**

**QUANTITY/UOM** : **1 lot**

**UNIT PRICE** : **Php 3,218,885.59**

**APPROVED BUDGET FOR THE CONTRACT** : **Php 3,218,885.59**

<b>AGENCY SPECIFICATION</b>	<b>Statement of Bidder's Compliance</b>
<b>Renovation of Procurement Service - Department of Budget and Management (PS-DBM) Gymnasium Court</b>  <i>- Conforms to the attached Terms of Reference</i>	

## TERMS OF REFERENCE

### Renovation of PS-DBM Gymnasium Court

#### 1. OBJECTIVE

The gymnasium court at the Procurement Service – DBM has been in use for the past years. Due to frequent usage of the area, the condition of the court has deteriorated aesthetically. In addition, the gymnasium court is being used as a multi-purpose activity hall and a venue for important events, gatherings and celebrations being conducted by the PS-DBM. With this, it is recommended to conduct total renovation of the gymnasium court and to install air conditioning units.

The Procurement Service - DBM intends to conduct the procurement of goods and services for the total renovation of gymnasium court and installation of floor mounted air conditioning units to enhance the appearance of court and maintain a comfortable temperature in the area in case there is an event to be held inside the gymnasium court.

#### 2. PROJECT DURATION

2.1. The project duration covering the Project: Renovation of PS-DBM Gymnasium Court shall be for a period of **sixty (60) calendar days** from the issuance of the Notice to Proceed (NTP).

2.2. The CONTRACTOR's proposed Work Plan shown in Gantt Chart, which is a mandatory part of the Technical Proposal, should provide a more detailed schedule of activities. Unless approved in writing by the PS-DBM on the written request of the CONTRACTOR, the coverage – *from mobilization to demobilization* - should not extend beyond the derivable dates, as indicated below:

Work Clusters	Accomplishments at Nth Cal-days from Contractor's Date of Receipt of the NTP
1. NTP	
Contractor's Actual Accomplishment (Construction Phase) to be verified correct by the End User and Inspection Division.	<ul style="list-style-type: none"><li>• Completion of (20%) on or before the 15th day</li><li>• Completion of 50% on or before the 30th day</li><li>• Completion of 75% on or before the 45th day</li><li>• Completion of 95% on or before the 55th day</li></ul>

Submission of As Built Plan, Punch-listing, Rectification of Punch-list Items, Cleaning, Restoration of all affected facilities/ areas/ landscape, and other related fixtures due to Construction	<ul style="list-style-type: none"> <li>• 100% on or before the 60th day including Project Turn-over.</li> </ul>
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2.3. Exact dates of delivery and/or completion should be reckoned from the date of the CONTRACTOR’s receipt of the NTP.

Liquidated damages shall be imposed for the inability of the CONTRACTOR to comply with the Approved Schedule, unless a written request for time extension due to force majeure has been approved in writing by the HOPE.

2.4. The CONTRACTOR shall coordinate with concerned personnel of the PS-DBM for the conduct of any activity related to the fulfillment of their obligations. Regular work can be performed from Mondays to Sundays, 8:00am to 5:00 PM depending on the type of work subject to the discretion of the Officer-in-Charge of the Project. The Contractor shall ensure that there are no disruptions on operations of the PS-DBM during the implementation of this project.

**3. QUALIFICATIONS OF THE CONTRACTOR**

3.1. The CONTRACTOR must be competent and experienced in the field of Construction with a minimum of five (5) years prior experience on similar projects and should have a valid and current Philippine Contractors Accreditation Board (PCAB) License, Category “C” or “D”, with a classification of General Building (GB-1).

3.2. At the commencement of contract implementation, the CONTRACTOR shall secure and maintain, at its own expense, all necessary registrations, licenses, bonds, insurances, and/or permits as required by laws, rules, and regulations. The CONTRACTOR shall likewise comply with all pertinent laws, rules, and regulations, such as but not limited to, Environmental, Health and Safety regulations.

3.3. The CONTRACTOR must be an authorized supplier, distributor, or partner of the air conditioning unit manufacturer. Contractor must submit a copy of the manufacturer’s product brochures, specifications sheet, manuals etc., (as appropriate) of all the required equipment. Moreover, the contractor must submit its bid proposal in accordance with the procedures and requirements indicated in the RA 9184 and its Revised Implementing Rules and Regulations.

**4. GENERAL REQUIREMENTS**

During contract implementation, the CONTRACTOR shall deliver the obligations arising from this contract with the following conditions:

4.1. All workers shall follow the standard health and safety protocols on site.



ALL workers are required to present their proof of vaccination to the GSD prior to deployment.

4.2. Provide technical supervision, skilled manpower, tools, equipment and all materials needed to complete the project.

4.3. Provide coordination and collaborative works with the GSD to complete respective works in accordance with the approved drawings, specifications, and methodology.

4.4. Submit the required work schedule, delivery schedule, table of organization, manpower schedule, samples product data, safety plan, methodology and other requirements, as part of the Program of Works.

4.5. Provide safety requirements (safety shoes, vest, hard hat, safety harness, lifeline), fire extinguishers, and all other fire protection provisions in the working areas.

4.6. Confinement of all works within the areas designated by the GSD while strictly following the Local and National Building Code, national laws for public safety, Workmen's Compensation Act 1906, and proper working conditions required by law.

4.7. Compliance to safety provisions for warehousing/storage of materials and equipment.

4.8. Medical Requirements of CONTRACTOR's workers will be part of preliminaries of the CONTRACTOR.

4.9. Hauling and disposal of garbage inside the building perimeter.

4.10. Protect and maintain in the required acceptable conditions all repainting works and accessories during construction until turn-over.

4.11. Ensure that the performance, appearance and proper functioning of the works are not affected by any movements, settlement or deflection in the building structure. Also, the CONTRACTOR shall take into account the construction accuracy of works by others to which the repainting works are attached.

4.12. Submission of Reports: Weekly and Monthly Progress Reports, and Daily Construction Logbook (Material Delivery Log, Contractor's Manpower Report, Contractor's Equipment Report, Weather Chart), and other request forms intended for the quality management of the project.

4.13. The work contemplated under this project shall consist of the furnishing of all materials, labor, tools, and equipment and the satisfactory performance to complete the Renovation of Gymnasium Court and Installation of Floor Mounted Air Conditioning Units for the PS-DBM building. The project, upon completion, must be ready for use and must be under strict conformity with the Scope of

Works of the project.

4.14. All contractors shall be allowed to visit the actual site of the project prior to the submission of their proposal. No claim for extra compensation and time extension shall be entertained by PS-DBM for negligence or inadvertence on the Contractor's part in obtaining all necessary and pertinent data from the site. Also, changes in layout or location of the Air Conditioning Units may be done during the actual installation subject to the written approval of the General Services Division (GSD).

4.15. CONTRACTOR takes sole responsibility for the safety of the workers, inspectors, and PS-DBM Employees during the conduct of project implementation. Any accident that may occur during project execution, through the fault or negligence of the contractor or its workers or employees shall be on the account of the CONTRACTOR. All workers of the contractor shall wear the necessary safety devices at all times to ensure safety during construction.

4.16. Security and Identification Requirement - The Contractor is hereby required to comply the following during project implementation:

4.16.1. Submission of a complete list of names of all workers to be employed for the duration of the construction project.

4.16.2. All workers must adhere to the security policies of the PS-DBM.

4.16.3. All workers are required to wear company uniforms. Said uniform shall bear the company name and logo.

4.16.4. The company identification cards should be worn at all times when inside the PS-DBM Compound premises.

4.17. Estimated coverage of the construction, but not limited to, are as follow:

Description	Specifications
General Requirements	Mobilization/Demobilization, Permits and Fees, Scaffolds and Support, and Construction Safety and Health
Civil Works	<p>A. Windows:</p> <ul style="list-style-type: none"> <li>- Supply, delivery and installation of twenty four (24) units of aluminum fixed window and fifty-six (56) units of aluminum awning window;</li> <li>- Demolition of existing louver windows.</li> <li>- Repairing and furnishing of window openings for the installation of new aluminum windows.</li> <li>- Other concomitant and necessary works shall be included.</li> </ul> <p>B. Doors:</p> <ul style="list-style-type: none"> <li>- Repairing and sealing of existing doors;</li> <li>- Repairing and furnishing of door openings;</li> <li>- Cleaning and closing all unnecessary openings and gaps;</li> <li>- Removal of existing steel gate and permanently closing (masonry wall with plastering) it along rear side elevation;</li> <li>- Permanently closing the walls above the right side elevation;</li> <li>- Other concomitant and necessary works shall be included.</li> </ul>

	<p>C. Flooring:</p> <ul style="list-style-type: none"> <li>- Removal of all existing paints and hauling the same for proper disposal by the contractor to a designated location.</li> <li>- Surface preparation through manual and mechanical grinding. Removal of loose concrete and other surface contaminants.</li> <li>- Repair all voids, cracks, nicks, dents, etc. with suitable patching material. Leveling of whole flooring.</li> <li>- Application of rubberized paint in the court. (A=533 sq. m);</li> <li>- Restoration of basketball, volleyball and badminton court lines.</li> <li>- In the event of any debonding on areas to which the rubberized painting has been applied within the one (1) year warranty period, the CONTRACTOR shall repair such defects of failure at no expense to the PS-DBM.</li> <li>- Other concomitant and necessary works shall be included.</li> </ul>
Mechanical Works	<p>A. Installation of Air-Conditioning Units (ACUs)</p> <ul style="list-style-type: none"> <li>- Supply, delivery, installation, testing and commissioning of ten (10) units of 5.0TR Floor mounted Inverter Type Air Conditioning Units with the following specifications: <ul style="list-style-type: none"> <li>1. Cooling Capacity: 5.0TR or equivalent</li> <li>2. Rated Capacity: Manufacturer's Standard</li> <li>3. EER: Minimum of 9 BTU/Hr-W or equivalent</li> <li>4. 207-230v, 1 phase, 60hz</li> <li>5. Minimum of 4 Star Energy Efficiency Rating</li> </ul> </li> <li>- Supply, Delivery and Installation of sufficient supports, hangers and concrete bases (if necessary) for the ten (10) units of 5.0TR floor mounted inverter type Air Conditioning Units;</li> <li>- Must be inclusive of supply and installation of cladding for the pipelines. Cladding must be painted with the same color of the existing walls.</li> <li>- Must be inclusive of installation of copper tubes, insulations, drain pipes and drain pump (if applicable) of at least 10 meters in length per air conditioning unit (may vary on the actual installation of the units),</li> <li>- Supply, Delivery and Installation of metal rod enclosure for all the indoor ACUs, and</li> <li>- Chipping, restoration and other concomitant works shall be included.</li> <li>- With At least five (5) years warranty on compressor and one (1) year warranty on parts and services.</li> <li>- <b>“Brand of the Air Conditioning Units”</b> being offered has been continuously in the Philippine Market for at least <b>TEN (10) years</b> before the submission and receipt of bids.</li> </ul>
Electrical Works	<p>A. Supply, delivery and installation of Feeder Line, Distribution Panel Circuit Breakers in NEMA 3R enclosures, Wires, Conduits and other electrical materials needed for the power supply of ten (10) units of 5.0TR Floor mounted Inverter Type ACUs;</p> <ul style="list-style-type: none"> <li>- -Main (125AT, 230V, 3 phase) - 2 sets</li> <li>- -8 branches per set which shall include the following:</li> <li>- * 5 branches for air conditioning units (AT rating may vary depending on the air conditioning units to be supplied)</li> <li>- * 1 - 30AT branch for convenience outlets of Gymnasium court</li> <li>- * 2 - 30AT spare branches</li> </ul> <p>B. Supply, delivery and installation of wires, conduits, and other</p>

	<p>electrical materials needed for the installation of twelve (12) units of 2-gang universal flush mounted power outlets.</p> <p>C. Chipping, restoration and other concomitant works must be included.</p>
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4.18. The CONTRACTOR shall undertake the work implementation of the “Renovation of PS-DBM Gymnasium Court” all in accordance with the specifications and subject to the terms and conditions of the contract.

*4.18.1. Mobilization:*

4.18.1.1. The CONTRACTOR shall provide and place temporary barricades, railings, fencing, safety signage/warning signs and lights for the duration of the project.

4.18.1.2. The CONTRACTOR shall provide protective gears for the workers.

4.18.1.3. The CONTRACTOR shall provide suitable portable toilet facilities at approved locations with proper enclosures for the use of workmen, and shall maintain the same in sanitary operable conditions, all in conformity with the local regulations.

4.18.1.4. The CONTRACTOR shall provide such other temporary buildings, as maybe required, for safe storage of tools and materials. Such structures shall be located only on areas approved by the GSD.

4.18.1.5. PS-DBM shall provide for a temporary power facility required for the entire construction phase, **at a meter-rate**, to be billed at the end of the contract period and deductible to the total contract amount. The CONTRACTOR shall provide sub-meter, conduits, wires, connections and accessories and labor.

4.18.1.6. PS-DBM shall provide a temporary water facility that will be used during the entire construction stage, **at a meter-rate**, to be billed at the end of the contract period and deductible to the total contract amount. The CONTRACTOR shall provide sub-meter, conduits, wires, connections and accessories and labor.

4.18.1.7. The CONTRACTOR shall install, operate, and maintain an adequate number of temporary hoists, scaffolds, runways, ladders, safety nets and the like as required for the proper execution of the work. Safety precautions shall at all times be observed.

4.18.1.8. All temporary services and facilities installed by the CONTRACTOR shall be removed by the CONTRACTOR immediately or within a reasonable period upon completion of this contract or as directed by the PS-DBM. The CONTRACTOR shall restore any damage or alteration caused by such removal and during the project implementation.

4.18.1.9. Haul and dispose of debris properly.

4.19. Punch List, Cleaning, Clearing and Turn-Over:

4.19.1. Correct all noted punch lists, defects and/or needed replacements identified and observed.

4.19.2. Restore to its original condition any facilities and fixtures that have been damaged due to repainting works and accidents arising during implementation, if any.

4.19.3. Clean, clearing of the area, and hauling and disposal of debris properly before turn-over.

4.19.4. Demobilize and turn-over the entire project for acceptance of GSD.

**5. RESPONSIBILITIES OF THE CONTRACTOR**

5.1. The principal features of the work do not in any way limit the responsibilities of the CONTRACTOR to the general description of his/her scope of work.

5.2. The CONTRACTOR shall be responsible for the proper execution and coordination of his/her work. The Contractor shall schedule and program all necessary work activities according to the specified completion period.

5.3. The CONTRACTOR shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. The Contractor shall observe the PS-DBM's house regulations to be issued together with the Work Permit.

5.4. The CONTRACTOR is not allowed to construct quarters for workers within the PS-DBM premises; CONTRACTOR's workers are prohibited from sleeping, loitering, etc.

5.5. The CONTRACTOR shall be responsible for clearing and cleaning of the designated project site of unused materials, left over and other debris and in disposal of the same outside of the PS-DBM premises. A daily inspection of the work area shall be conducted by the CONTRACTOR and GSD to ensure that the working area and storage area assigned to the CONTRACTOR is clean and in order at all times.

5.6. The CONTRACTOR shall protect adjacent areas against any damage during work execution. Any damage incurred by the Contractor's workers, materials, equipment, and tools shall be repaired at no additional cost to the PS-DBM.

5.7. All other works not specifically mentioned but are necessary to complete the project, in accordance with the plans and specifications and other related documents, shall be provided by the CONTRACTOR at no additional cost to the PS-DBM.

5.8. The Contractor's All-Risk Insurance (CARI) shall be submitted to GSD within ten (10) calendar days upon receipt of Notice of Award (NOA).

5.9. For proper monitoring by GSD, the CONTRACTOR shall submit the following:

- a. Proposed timeline of delivery of materials
- b. Gate Pass of the Tools and Equipment
- c. Entry Pass or Manpower Schedule

5.10. Prior to issuance of the Certificate of Completion (COC) the following shall be submitted to the GSD:

- a. Final Project Report including photo documentations **before, during and, after implementation**. Each photo-documentation should have the date and time stamps in jpg-format.
- b. Warranty Certificate of **at least one (1) year** against poor workmanship and defects traceable to materials. Also, the contractor needs to submit a warranty certificate of at least five (5) years on compressors and one (1) year on parts and services for all the air conditioning units. The brand/manufacturer of the ACUs must have at least five (5) authorized service centers in Metro Manila.
- c. Also, the contractor shall perform preventive maintenance/cleaning of the ACU units at least two (2) times within its one (1) year warranty period.
- d. As Built Plan.

The GSD reserves the right not to issue a Certificate of Satisfactory Performance on the basis of the non-submission of any of the items above.

5.11. The CONTRACTOR is required to have a suitable Construction Safety and Health Program, which must be in accordance with Occupational Safety and Health (OSH) Standard, rules and issuances by the DOLE. The program shall state the following:

5.11.1.1. Composition of Construction Safety and Health Committee.

5.11.1.2. Specific safety policies which the CONTRACTOR shall

observe at the area of construction which include but not limited to Fall Protection, Chemical Hazards, and Materials Handling and Storage.

5.11.1.3. Penalties and sanctions for violations of the program.

5.11.1.4. The manner of disposing of waste arising from the construction.

5.11.1.5. The safety program shall also include the appointment of a full-time safety officer-in-charge of the implementation of the said program

## 6. PAYMENTS

6.1. Payments to the CONTRACTOR equivalent to the progress in actual accomplishment shall be made only for the following milestones: 20%, 50%, 75%, and 100%, certified by the GSD and Inspection Division as performed by the CONTRACTOR in accordance with the plans, specifications and program of works/construction schedule.

6.2. Payments in accordance with the above paragraph shall be considered full compensation for furnishing materials, labor, tools and equipment, and for performing all work contemplated and embraced under the contract.

6.3. Payment shall be made upon complete submission of all documents required by PS-DBM as indicated in this Technical Specifications and other contract documents.

6.3.1. Submission of warranty certificates.

6.3.2. Pictures taken during the actual implementation of the project.

6.3.3. Service Invoice or Billing Statement.

6.4. It is the responsibility of the CONTRACTOR to ensure that their performance bond is updated and valid until the PS-DBM issues the final Certificate of Acceptance. The CONTRACTOR shall submit the endorsement or amendments to PS-DBM on extension or revisions to its validity, as maybe necessary, not later than **seven (7) days** before the expiration of the originally submitted Performance Bond. No payment shall be made unless the performance bond is updated.

## 7. LIQUIDATED DAMAGES

7.1. Failure to comply with the terms and conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount to **one-tenth (1/10) of one percent (1%)** of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, PS-DBM may rescind the contract, without prejudice to other courses of action and remedies open to it.

**I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.**

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Name of Company

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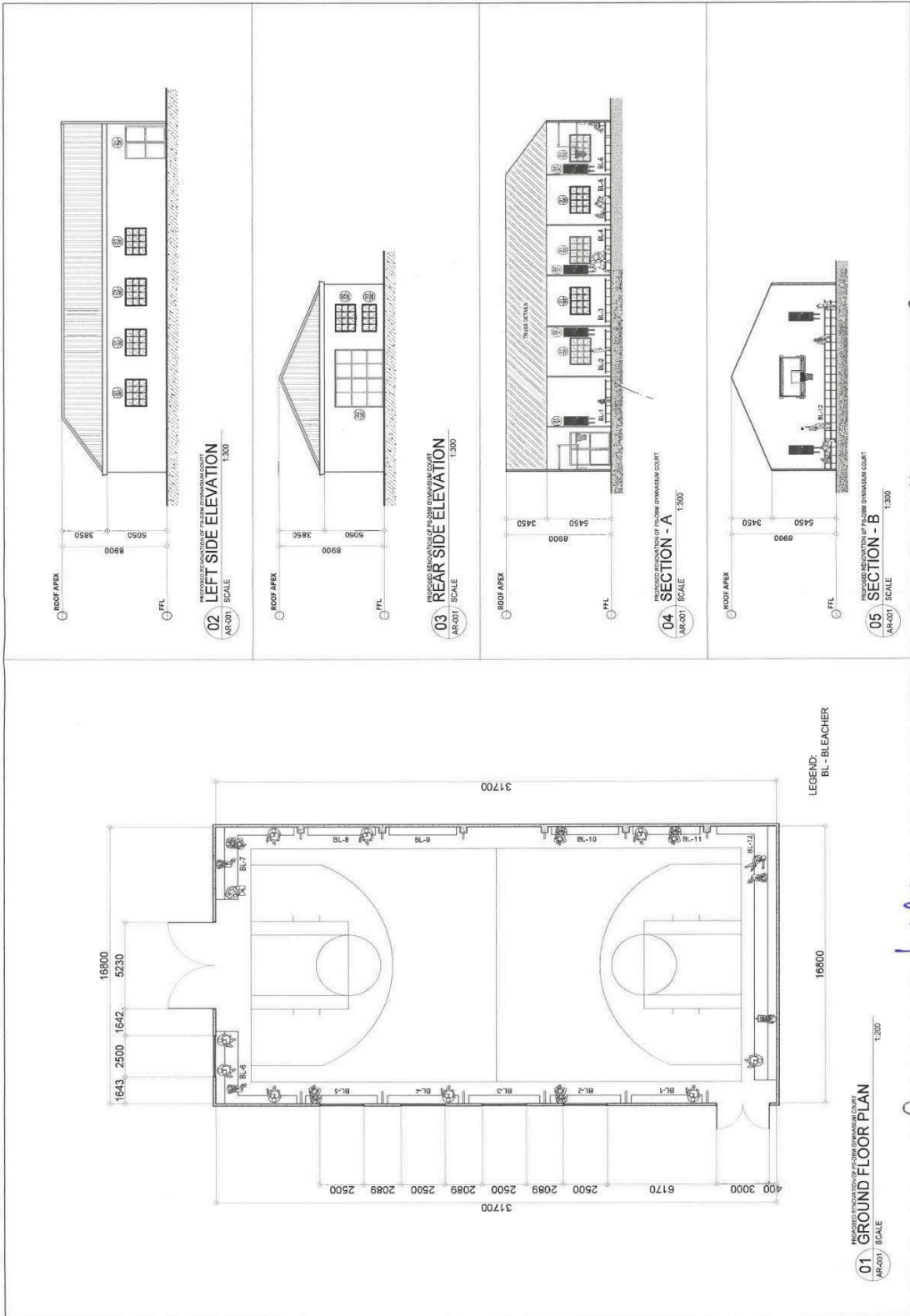
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Name of Authorized  
Representative

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Date

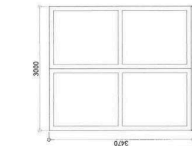
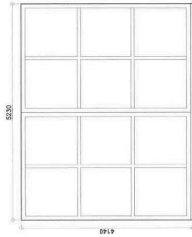

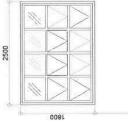
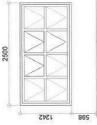


## ***Section VII. Drawings***

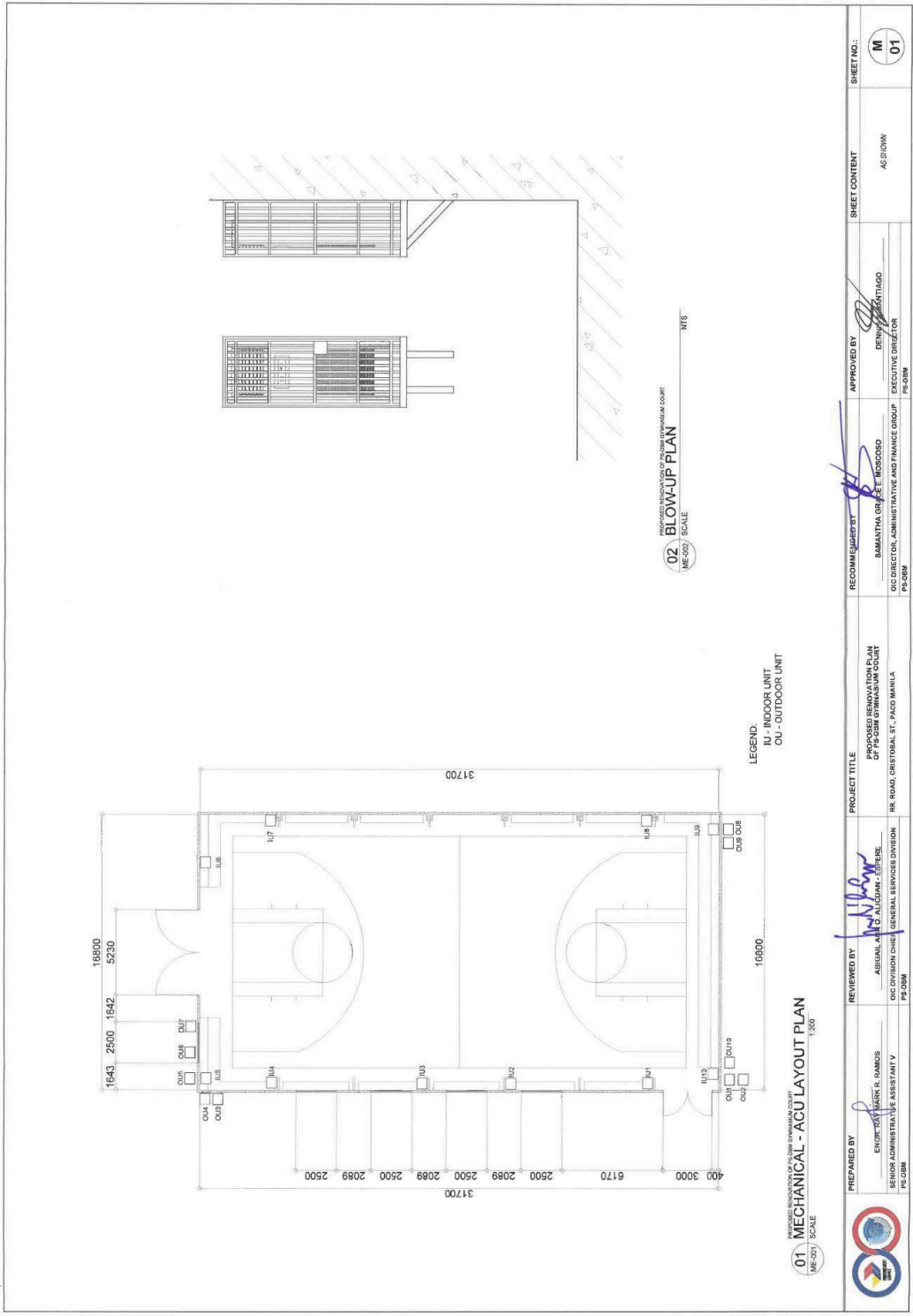


PREPARED BY	REVIEWED BY	PROJECT TITLE	SHEET CONTENT	SHEET NO.
ENGR. RAJAMARK R. RAMOS SENIOR ADMINISTRATIVE ASSISTANT V PS-DBM	ABIGAIL ANN O. ALICANDAL - EPERE DIC DIVISION CHIEF, GENERAL SERVICES DIVISION PS-DBM	PROPOSED RENOVATION PLAN OF PS-DBM GYMNASIUM COURT RR. ROAD, CRISTOBAL ST., PAGO MANILA	AS SHOWN	<b>A</b> <b>01</b>
ENGR. RAJAMARK R. RAMOS SENIOR ADMINISTRATIVE ASSISTANT V PS-DBM	SAMANTHA CRISTE M. INDICOSO DIC DIRECTOR, ADMINISTRATIVE AND FINANCE GROUP PS-DBM			
	DENNIS S. SANTOS EXECUTIVE DIRECTOR PS-DBM			

# DOORS AND WINDOWS SCHEDULE

	<b>DR - 01</b> Entrance near Warehouse Double Swing Steel Door 3.00m x 3.47m		<b>DR - 02</b> Entrance near Motorpool Double Swing Steel Door 4.10m x 6.20m		<b>WD - 01</b> Along Left Side of the area Eight Panels of Awning Window 2.50m x 1.50m, +1.57M above FFL		<b>WD - 02</b> Along Rear Side of the area Eight Panels of Awning Window 2.50m x 1.50m, +2.34M above FFL		<b>WD - 03</b> Storage Room (3) Eight Panels of Awning Window 2.50m x 1.24m
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	<b>PREPARED BY</b> ENGR. FARUK M. AL-SAYED SENIOR ADMINISTRATIVE ASSISTANT V P-2008	<b>REVIEWED BY</b> ENGR. M. M. AL-SAYED ARCHITECT P-2008	<b>PROJECT TITLE</b> PROPOSED RECONSTRUCTION OF THE ROAD, ORIENTAL ST., JACZA MANILA	<b>RECOMMENDED BY</b> ENGR. M. M. AL-SAYED SENIOR ADMINISTRATIVE ASSISTANT V P-2008	<b>APPROVED BY</b>  EXECUTIVE DIRECTOR P-2008	<b>SHEET NO.</b> A 02
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## ***Section VIII. Bill of Quantities***

**SUMMARY OF BID PRICES  
(All Parts of Bill of Quantities or BOQ)**

**Instructions for completing the Summary of Bid Prices:**

1. Part No. – Enter the “Part No.” for each section of the BOQ where unit prices are entered.
2. Part Description – Enter the “Part Description” corresponding to the “Part No.”
3. Total Amount – Enter the “Total Amount” in Pesos for all pages having the same “Part Description”

<b>Part No.</b>	<b>Part Description</b>	<b>Total Amount</b>
I	Installation of Floor Mounted Inverter ACU	
II	Installation of ECB and distribution lines of each ACU	
III	Installation of distribution panel boards	
IV	Demolition of existing windows	
V	Installation of awning windows	
VI	Sealing of Steel Door	
VII	Installation of Flushing at Apex	
VIII	Leveling of flooring	
IX	Rubberized painting and lines	
X	CHB (including reinforcing bars), 100mm	
XI	Installation of Convenience Outlets	
XII	Labor Cost	
<b>Total of Amount</b>		
<p><b>a) Total of All Amounts in Words:</b></p> <p>Pesos _____</p> <p>_____</p> <p>_____</p> <p>and _____ centavos.</p>		

Name \_\_\_\_\_ in the capacity of  
\_\_\_\_\_

Signed \_\_\_\_\_ Date  
\_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT**

**ITEM NO : I**

**UNIT COST**

**P/l.s.**

**DESCRIPTION : Supply, Delivery, Installation and Commissioning of Floor**

**QTY**

**1.00 l.s.**

**Mounted Inverter ACU's**

DESIGNATION		No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. EQUIPMENT</b>					
	Scaffolding Rental				
	Minor Tools				
	Welding Machine				
<b>TOTAL FOR A</b>					
NAME AND SPECIFICATION		Quantity	Unit	Unit Cost	Amount (Php)
<b>B. MATERIALS</b>					
	5.0 TR Floor Mounted ACU	10.00	units		
	Angle Bar, 2" x 2"x 2mm	40.00	l.m.		
	Copper tubes	133.00	l.m.		
	PVC Drain Pipes	133.00	l.m.		
	Consumables, Fittings, Rough in				
<b>TOTAL B</b>					
<b>C. ESTIMATED DIRECT COST(A+B)</b>					
<b>D. OCM(15% OF C)</b>					
<b>E. PROFIT(10% OF C)</b>					
<b>F. VAT(5% OF (C+D+E))</b>					
<b>F. TOTAL</b>					
<b>G. TOTAL UNIT COST</b>					



PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT

ITEM NO : II

UNIT COST

P/l.s.

DESCRIPTION : Supply, Delivery, and Installation of ECB and distribution lines of each ACU

QTY

1.00 l.s.

DESIGNATION	No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. EQUIPMENT</b>				
Welding Machine				
Minor Tools (10% of Labor Cost)				
Scaffolding				
<b>TOTAL FOR A</b>				-
NAME AND SPECIFICATION	Quantity	Unit	Unit Cost	Amount (Php)
<b>B. MATERIALS</b>				
ECB with 50AT circuit breaker	10.00	pcs		
8.0mm <sup>2</sup> THHN Copper Wire	270.00	l.m		
5.5mm <sup>2</sup> THHN Copper Wire, (Ground)	135.00	l.m		
Rigid Steel Conduit, 20mm dia	135.00	l.m		
Other fittings and accessories				
Consumables				
<b>TOTAL B</b>				
<b>C. ESTIMATED DIRECT COST(A+B)</b>				
D. OCM(15% OF C)				
E. PROFIT(10% OF C)				
F. VAT(5% OF (C+D+E))				
<b>G. TOTAL</b>				
<b>H. TOTAL UNIT COST</b>				

PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT

ITEM NO : III

UNIT COST

- P/l.s.

DESCRIPTION : Supply, Delivery and Installation of distribution panel boards

QTY

1.00 l.s.

DESIGNATION	No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. EQUIPMENT</b>				
Minor Tools (10% of Labor Cost)				
<b>TOTAL FOR A</b>				
-				
NAME AND SPECIFICATION	Quantity	Unit	Unit Cost	Amount (Php)
<b>B. MATERIALS</b>				
Distribution panel, Main: 125AT, 3phase, 8 branches	2.00	set		
38mm <sup>2</sup> THHN Copper Wire	318.00	l.m		
22mm <sup>2</sup> THHN Copper Wire, (Ground)	106.00	l.m		
Rigid Steel Conduit, 32mm dia	106.00	l.m		
Other fittings and accessories, rough ins				
Consumables				
<b>TOTAL B</b>				
<b>C. ESTIMATED DIRECT COST(A+B)</b>				
D. OCM(15% OF C)				
E. PROFIT(10% OF C)				
F. VAT(5% OF (C+D+E))				
<b>G. TOTAL</b>				
<b>H. TOTAL UNIT COST</b>				

PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT

ITEM NO : IV

UNIT COST

P/l.s.

DESCRIPTION : Demolition and Hauling of existing windows

QTY

1.00 l.s.

DESIGNATION		No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. EQUIPMENT</b>					
	Jackhammer	2.0	24.00		
	Minor Tools (10% of Labor Cost)	1.0			
<b>TOTAL FOR A</b>					-
NAME AND SPECIFICATION		Quantity	Unit	Unit Cost	Amount (Php)
<b>B. MATERIALS</b>					
<b>TOTAL B</b>					
<b>C. ESTIMATED DIRECT COST(A+B)</b>					
D. OCM(15% OF C)					
E. PROFIT(10% OF C)					
F. VAT(5% OF (C+D+E))					
<b>G. TOTAL</b>					
<b>H. TOTAL UNIT COST</b>					

**PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT**

**ITEM NO : V**

**UNIT COST**

**P/l.s.**

**DESCRIPTION : Supply, Delivery, and Installation of awning windows**

**QTY**

**1.00 l.s.**

DESIGNATION		No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. EQUIPMENT</b>					
	Minor Tools (10% of Labor Cost)				
<b>TOTAL FOR A</b>					
-					
NAME AND SPECIFICATION		Quantity	Unit	Unit Cost	Amount (Php)
<b>B. MATERIALS</b>					
	Awning Windows Consumables	27.00	sq. m.		
<b>TOTAL B</b>					
<b>C. ESTIMATED DIRECT COST(A+B)</b>					
D. OCM(15% OF C)					
E. PROFIT(10% OF C)					
F. VAT(5% OF (C+D+E))					
<b>G. TOTAL</b>					
<b>H. TOTAL UNIT COST</b>					

**PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT**

**ITEM NO : VI**

**UNIT COST**

**P/l.s.**

**DESCRIPTION : Sealing of Steel Door**

**QTY**

**1.00 l.s.**

DESIGNATION		No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. EQUIPMENT</b>					
	Minor Tools (10% of Labor Cost)				
<b>TOTAL FOR A</b>					
NAME AND SPECIFICATION		Quantity	Unit	Unit Cost	Amount (Php)
<b>B. MATERIALS</b>					
	Rubber Seal Strip	1.00	lot		
	Red Oxide Primer	1.00	gallon		
	Paint	2.00	gallon		
	G.I. Plain Sheet	1.00	lot		
	Access Door	1.00	lot		
<b>TOTAL B</b>					
<b>C. ESTIMATED DIRECT COST(A+B)</b>					
<b>D. OCM(15% OF C)</b>					
<b>E. PROFIT(10% OF C)</b>					
<b>F. VAT(5% OF (C+D+E))</b>					
<b>G. TOTAL</b>					
<b>H. TOTAL UNIT COST</b>					

**PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT**

**ITEM NO : VII**

**UNIT COST**

**P/l.s.**

**DESCRIPTION : Installation of Flushing at Apex**

**QTY**

**1.00 l.s.**

DESIGNATION		No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. EQUIPMENT</b>					
	Welding Machine	1.0	8.00		
	Minor Tools (10% of Labor Cost)				
<b>TOTAL FOR A</b>					-
NAME AND SPECIFICATION		Quantity	Unit	Unit Cost	Amount (Php)
<b>B. MATERIALS</b>					
	G.I. Sheet	15.00	units		
	Consumables				
<b>TOTAL B</b>					
<b>C. ESTIMATED DIRECT COST(A+B)</b>					
D. OCM(15% OF C)					
E. PROFIT(10% OF C)					
F. VAT(5% OF (C+D+E))					
<b>G. TOTAL</b>					
<b>H. TOTAL UNIT COST</b>					

PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT

ITEM NO : VIII

UNIT COST - P/l.s.

DESCRIPTION : Leveling of flooring

QTY 1.00 l.s.

DESIGNATION	No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. EQUIPMENT</b>				
Floor Grinder	2.0	80.00		
Minor Tools (10% of Labor Cost)				
<b>TOTAL FOR A</b>				
NAME AND SPECIFICATION	Quantity	Unit	Unit Cost	Amount (Php)
<b>B. MATERIALS</b>				
patching compound	445.00	kgs		
Concrete Neutralizer	133.00	liters		
Concrete Sealer	133.00	liters		
Consumables				
<b>TOTAL B</b>				
<b>C. ESTIMATED DIRECT COST(A+B)</b>				
D. OCM(15% OF C)				
E. PROFIT(10% OF C)				
F. VAT(5% OF (C+D+E))				
<b>G. TOTAL</b>				
<b>H. TOTAL UNIT COST</b>				

PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT

ITEM NO : IX

UNIT COST

P/L.s.

DESCRIPTION : Supply, Delivery and Application of Paint for Interior Walls and all Structural Members, and Rubberized Paint for Flooring and Lines

QTY

1.00 l.s.

DESIGNATION	No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. EQUIPMENT</b>				
Minor Tools (10% of Labor Cost)				
<b>TOTAL FOR A</b>				
				-
NAME AND SPECIFICATION	Quantity	Unit	Unit Cost	Amount (Php)
<b>B. MATERIALS</b>				
Epoxy Primer	54.00	liters		
Thinning Solvent for Primer	54.00	liters		
Acrylic Water-based Epoxy Paint	257.00	liters		
Consumables & painting of lines				
Painting of Interior Walls and all structural members	510.00	sqm		
<b>TOTAL B</b>				
<b>C. ESTIMATED DIRECT COST(A+B)</b>				
D. OCM(15% OF C)				
E. PROFIT(10% OF C)				
F. VAT(5% OF (C+D+E))				
<b>I. TOTAL</b>				
<b>J. TOTAL UNIT COST</b>				



PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT

ITEM NO : X

UNIT COST

P/sq.m.

DESCRIPTION : Laying of CHB (including reinforcing bars), 100mm

QTY

43.00 sq.m.

DESIGNATION	No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. EQUIPMENT</b>				
Concrete Mixer, 1 bagger 4-6 cu.ft.	1.0	14.00		
Minor Tools (10% of Labor Cost)				
<b>TOTAL FOR A</b>				-
NAME AND SPECIFICATION	Quantity	Unit	Unit Cost	Amount (Php)
<b>B. MATERIALS</b>				
CHB 4'(100mm) thk.	559.00	pcs		
Portland Cement, 40kgs	64.500	bag		
Fine Aggregate	1.72	cu.m.		
Reinforcing Steel Bar, Grade 40	139.32	kgs.		
G.I. Tie Wire # 16 (2% of RSB)	2.79	kg.		
Miscellaneous (2% of Above)				
<b>TOTAL B</b>				
<b>C. ESTIMATED DIRECT COST(A+B)</b>				
D. OCM(15% OF C)				
E. PROFIT(10% OF C)				
F. VAT(5% OF (C+D+E))				
<b>G. TOTAL</b>				
<b>H. TOTAL UNIT COST</b>				

PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT

ITEM NO : XI

UNIT COST

P/sq.m.

DESCRIPTION : Supply, Delivery, and Installation of Convenience Outlets

QTY

1.00 sq.m.

DESIGNATION		No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. EQUIPMENT</b>					
	Minor Tools (10% of Labor Cost)				
<b>TOTAL FOR A</b>					
NAME AND SPECIFICATION		Quantity	Unit	Unit Cost	Amount (Php)
<b>B. MATERIALS</b>					
	PVC, 20mm dia	340.00	l.m		
	Utility box, G.I	12.000	pcs		
	3.5mm2 THHN Copper Wire,	680.00	l.m		
	3.5mm2 THHN Copper Wire, (Ground)	340.00	l.m		
	Outlet, universal, 2 gang, with shutter	12.00	pcs		
	Other fittings and accessories	1.00	lot		
	Miscellaneous (2% of Above)				
<b>TOTAL B</b>					
<b>C. ESTIMATED DIRECT COST(A+B)</b>					
D. OCM(15% OF C)					
E. PROFIT(10% OF C)					
F. VAT(5% OF (C+D+E))					
<b>G. TOTAL</b>					
<b>H. TOTAL UNIT COST</b>					

PROJECT : RENOVATION OF PS-DBM GYMNASIUM COURT

ITEM NO : XII

DESCRIPTION : Labor Cost

UNIT COST

P/sq.m.

QTY

532.56 sq.m.

DESIGNATION		No. of Person	No. of Hour	Hourly Rate	Amount (Php)
<b>A. LABOR</b>					
L01	Foreman	1.0	352.0		
A.1 Installation of Floor Mounted Inverter ACU					
L07	Skilled Laborer	2.0	80.0		
L09	Unskilled Laborer	3.0	80.0		
A.2 Installation of ECB and distribution lines of each ACU					
L07	Skilled Laborer	3.0	64.0		
L09	Unskilled Laborer	4.0	64.0		
A.3 Installation of ditribution panel boards					
L07	Skilled Laborer	2.0	40.0		
L09	Unskilled Laborer	3.0	40.0		
A.4 Demolition of Existing Windows					
L07	Skilled Laborer	0.0	0.0		
L09	Unskilled Laborer	5.0	24.0		
A.5 Installation of Awning Windows					
L07	Skilled Laborer	1.0	10.0		
L09	Unskilled Laborer	1.0	10.0		
A.6 Sealing of Steel Door					
L07	Skilled Laborer	2.0	8.0		
L09	Unskilled Laborer	3.0	8.0		
A.7 Installation of Flushing at Apex					
L07	Skilled Laborer	2.0	8.0		
L09	Unskilled Laborer	6.0	8.0		
A.8 Leveling of flooring					
L07	Skilled Laborer	2.0	40.0		
L09	Unskilled Laborer	6.0	40.0		
A.9 Ruberrized Painting and Lines					
L07	Skilled Laborer	2.0	40.0		
L09	Unskilled Laborer	6.0	40.0		
A.10 CHB (Including reinforcing bars), 100mm					
L07	Skilled Laborer	2.0	14.0		
L09	Unskilled Laborer	3.0	14.0		
A.11 Installation of Convenience Outlets					
L07	Skilled Laborer	2.0	24.0		
L09	Unskilled Laborer	3.0	24.0		
<b>TOTAL A</b>					
B. OCM(15% OF A)					
C. PROFIT(10% OF A)					
D. VAT(5% OF (A+B+C))					
<b>E. TOTAL</b>					
<b>F. TOTAL UNIT COST</b>					

***Section IX. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

<b>I. TECHNICAL COMPONENT ENVELOPE</b>	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <b>and</b>
<input type="checkbox"/>	(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; <b>and</b>
<input type="checkbox"/>	(d) Special PCAB License.. in case of Joint Ventures <b>and</b> registration for the type and cost of the contract to be bid; <b>and</b>
<input type="checkbox"/>	(e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <b>or</b> original copy of Notarized Bid Securing Declaration; <b>and</b>
	(f) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	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;
<input type="checkbox"/>	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; <b>and</b>
<input type="checkbox"/>	(g) Original duly signed Omnibus Sworn Statement (OSS) <b>and</b> 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.
<input type="checkbox"/>	(h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable
<u>Financial Documents</u>	

<input type="checkbox"/>	(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
<i>Class "B" Documents</i>	
<input type="checkbox"/>	(i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence <b>or</b> 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.
<b>II. FINANCIAL COMPONENT ENVELOPE</b>	
<input type="checkbox"/>	(j) Original of duly signed and accomplished Financial Bid Form; <b>and</b>
<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	(k) Original of duly signed Bid Prices in the Bill of Quantities; <b>and</b>
<input type="checkbox"/>	(l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; <b>and</b>
<input type="checkbox"/>	(m) Cash Flow by Quarter.

## Bid Form

---

Date: \_\_\_\_\_  
 Invitation to Bid No: PB No. 001-2024

To: ***PS-DBM Internal BAC Chairperson***  
*Procurement Service*  
*PS Complex, RR Road*  
*Cristobal St., Paco, Manila*

Gentlemen and/or Ladies:

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: ***Renovation of Procurement Service - Department of Budget and Management (PS-DBM) Gymnasium Court;***
- 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 amount in words] and [insert amount in figures];***
- d. The discounts offered and the methodology for their application are: ***[insert amount in words] and [insert amount in figures] and [insert methodology of application];***
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *(i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties*], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of ***[insert percentage amount]*** percent of the Contract Price for the due performance of the Contract;
- 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.

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 **Renovation of Procurement Service - Department of Budget and Management (PS-DBM) Gymnasium Court** of the **Procurement Service**.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



**STATEMENT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT**

*[Date of Issuance]*

To: Procurement Service

Thru: Chairperson

Internal Bids and Awards Committee

*Procurement Service – DBM*

*Cristobal St., Paco, Manila*

Dear \_\_\_\_\_:

In compliance with the requirements of the PS-DBM Internal Bids and Awards Committee for the bidding of the **Renovation of Procurement Service - Department of Budget and Management (PS-DBM) Gymnasium Court** under **PB No. 001-2024** , we certify that **[Name of the Bidder]** has in its employ key personnel, such as Project Engineer, Electrical Engineer, Safety Officer, and General Foreman, who will be engaged for the construction of the said Project. Further, we likewise certify the availability of equipment that **[Name of the Bidder]** owns, has under lease, and/or has under purchase agreement that may be used for the Project.

Very truly yours,

*[Name of Authorized Representative]*

*[Position]*

*[Name of Bidder]*

**LIST OF CONSTRUCTION KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT**  
 Renovation of Procurement Service - Department of Budget and Management (PS-DBM) Gymnasium Court  
 under Public Bidding No. 001-2024

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

	Project Engineer	Electrical Engineer	Safety Officer	General Foreman
<b>1. Name</b>				
<b>2. Address</b>				
<b>3. Date of Birth</b>				
<b>4. Employed Since (Current Co.)</b>				
<b>5. Previous Employment</b>				
<b>6. Education</b>				
<b>7. PRC License/ Accreditation from DOLE-OHSC</b> (for the Health and Safety Officer)/ DPWH Accreditation				
<b>8. Years of Experience in Proposed Position</b>				

Note: This List must be supported by individual resumes the following documents:

1. Individual resumes to show proof of the following:
  - a. that the proposed personnel meets the required relative experience
  - b. list of projects handled with the corresponding position and its inclusive years of experience (e.g. Renovation of Office Building, Project Manager, 2012-2017)
2. Photocopy of PRC Licenses/DOLE-OHSC/DPWH Accreditation.  
 Expired PRC License may be accepted provided that proof for the renewal of application is attached. Valid and renewed PRC license of all key personnel assigned must be submitted during Post-Qualification.

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature of Authorized Representative)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

# LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENT, PLEGGED TO THE PROPOSED CONTRACT

Renovation of Procurement Service - Department of Budget and Management (PS-DBM) Gymnasium Court  
under Public Bidding No. 001-2024

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

Description	Model/Year	Capacity/Performance/Size	Plate No.	Motor No./Body No.	Location	Condition	Proof of Ownership/Lessor/Vendor
<b>A. Owned</b>							
i.							
ii.							
iii.							
<b>B. Leased</b>							
i.							
ii.							
iii.							
<b>C. Under Purchase Agreement</b>							
i.							
ii.							
iii.							

**Note: This List must be supported by proof of ownership, lease and/or purchase agreement. For lease and purchase agreement, such proof must include a certification of availability of equipment from the lessor/vendor for the duration of the project.**

Submitted by : \_\_\_\_\_  
*(Printed Name & Signature of Authorized Representative)*

Designation : \_\_\_\_\_ Date : \_\_\_\_\_

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT(SLCC)**

[Date]

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dear \_\_\_\_\_,

In compliance with the eligibility requirements for the bidding of the Renovation of Procurement Service - Department of Budget and Management (PS-DBM) Gymnasium Court, this is to certify that *[name and complete address of Bidder]* has the following completed government and private contracts:

Tab No.	Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Nature of Work	Contractor's Role (whether sole contractor, subcontractor or partner in a JV)	Total Contract Value Award (in PhP)	Date of Completion	Total Contract Value at Completion, if applicable (in PhP)	Percentages of Planned & Actual Accomplishments, if applicable	Value of Outstanding Works, if applicable (in PhP)

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Firm]

**STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS,**

**INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, IF ANY**

[Date]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear \_\_\_\_\_,

In compliance with the eligibility requirements for the bidding of the Renovation of Procurement Service - Department of Budget and Management (PS-DBM) Gymnasium Court, this is to certify that **[name and complete address of Bidder]** has the following on-going government and private contracts. [Including contracts awarded but not yet started]:

Tab No.	Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Nature of Work	Contractor's Role (whether sole contractor, subcontractor or partner in a JV)	Total Contract Value at Award (in PhP)	[Estimated ] Date of Completion	Total Contract Value at Completion, if applicable (in PhP)	Percentages of Planned & Actual Accomplishments, if applicable	Value of Outstanding Works, if applicable (in PhP)

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Firm]

**JOINT VENTURE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ City, Philippines by and among:

\_\_\_\_\_. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

- and -

\_\_\_\_\_. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

- and -

\_\_\_\_\_ a foreign corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

(Henceforth collectively referred to as the “Parties”

**WITNESSETH: That**

**WHEREAS**, the Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of \_\_\_\_\_ for the \_\_\_\_\_ ;

**WHEREAS**, the parties have agreed to pool their resources together to form the “\_\_\_\_\_ Joint Venture”, hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I  
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “\_\_\_\_\_”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of \_\_\_\_\_ business \_\_\_\_\_ at \_\_\_\_\_ ;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the \_\_\_\_\_ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written

statement in English on the other Party, not less than 90 days prior to the intended date termination

**ARTICLE II  
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply and delivery of \_\_\_\_\_ for the \_\_\_\_\_.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III  
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV  
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of \_\_\_\_\_ (Php ) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	<u>P</u>	<u>.00</u>
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, \_\_\_\_\_ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the



relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V**  
**MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the \_\_\_\_\_, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.  
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of \_\_\_\_(indicate also the Province in the case of Municipality\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_(month & year)\_\_\_\_ personally appeared the following:

Name	ID Name, Number and Validity Date
------	-----------------------------------

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

**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 \_\_\_\_.

Note:

*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification*

**SUPPLIER'S LETTERHEAD**

\_\_\_\_\_  
Date

**Chairperson  
PS-DBM Internal Bids and Awards Committee  
Paco, Manila**

Dear Sir:

This has reference to Public Bidding No. 001-2024 for \_\_\_\_\_ (Name of Project) \_\_\_\_\_.  
\_\_\_\_\_  
(Name of Company) \_\_\_\_\_ respectfully requests for the following:

- ( ) Withdraw of Bid Submissions
- ( ) Refund of Bid Security  
(Attached is a photocopy of the Procurement Service Official Receipt)
- ( ) Cancellation of Credit Line Certificate

It is understood that \_\_\_\_\_ waives its right to file any motion for reconsideration and/pr protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

\_\_\_\_\_  
**Authorized Signatory for the Company**

## Form of Performance Security (Bank Guarantee)

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To : Procurement Service  
PS Complex, Cristobal St.,  
Paco, Manila

WHEREAS, \_\_\_\_\_ (*Name and Address of Supplier*) (hereinafter called "the Supplier") has undertaken, in pursuance of Notice of Award No. \_\_\_\_\_ dated \_\_\_\_\_ to execute (*Name of Contract and Brief Description*) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Final Acceptance [Inspection, & Certification of Acceptance Report(I.C.A.R)].

SIGNATURE AND SEAL OF THE GUARANTOR		
NAME OF BANK		
ADDRESS		
DATE		

**Omnibus Sworn Statement (Revised)**

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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;

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity;

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code;

11. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: \_\_\_\_\_  
Fax No/s.: \_\_\_\_\_  
E-mail Add/s.: \_\_\_\_\_  
Mobile No.: \_\_\_\_\_

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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 known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with 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 Attorney's No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_.

*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;*

*The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.*



**BID SECURING DECLARATION FORM**

**REPUBLIC OF THE PHILIPPINES)**  
**CITY OF \_\_\_\_\_) S.S.**

X-----X

**BID SECURING DECLARATION**  
**Invitation to Bid: Public Bidding No. 001-2024**

To: **Procurement Service**  
*PS Complex, RR Road*  
*Cristobal St., Paco, Manila*

I/We<sup>1</sup>, 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].

<sup>1</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*[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 known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with 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 Attorney's No. _____ PTR No. _____ [date issued], [place issued] IBP No. _____ [date issued], [place issued]
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Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_.

*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification*

## **Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)**

*[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the  
Notice of Award]*

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### **CONTRACT AGREEMENT**

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:

**a.** Philippine Bidding Documents (PBDs);

- i. Drawings/Plans;
- ii. Specifications;
- iii. Bill of Quantities;
- iv. General and Special Conditions of Contract;
- v. Supplemental or Bid Bulletins, if any;

**b.** Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

**c.** Performance Security;

**d.** Notice of Award of Contract and the Bidder’s conforme thereto; and

**e.** Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*  
*[Insert 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]*



