

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

REPAIR AND RENOVATION OF NHPCG CONFERENCE ROOM

Government of the Republic of the Philippines

**Sixth Edition
July 2022**

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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



REPUBLIC OF THE PHILIPPINES
PHILIPPINE COAST GUARD

139 25th Street, South Harbor, Port Area, 1018 Manila

1. The **Philippine Coast Guard**, through the **General Appropriation Act (GAA) for 2022** intends to apply the sum of **Four Million Seven Hundred Eighty-Two Thousand Five Hundred Eighty-Two Pesos and 99/100 (Php 4,782,582.99)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Repair and Renovation of NHPCG Conference Room**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Coast Guard** now invites bids for the above Procurement Project. Completion of the Work is required within **Forty-Five (45) calendar days** from the date of receipt by the winning contractor of the Notice to Proceed. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information the Philippine Coast Guard and inspect the Bidding Documents at the address given below from Monday to Friday during office hours, from **8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested bidders on **22 July 2022 to 15 August 2022** from given address and website/s below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic mail.
6. The **Philippine Coast Guard** will hold a Pre-Bid Conference on **10:00 AM, 03 August 2022** at the Philippine Coast Guard Function Hall, 139 25th St., Port Area, 1018 Manila, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **09:00 AM, 15 August 2022**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **10:00 AM onwards, 15 August 2022** at the given address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

10. Bidders shall bear all costs associated with the preparation and submission of their bids, and the Philippine Coast Guard will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that the Philippine Coast Guard will accept bids only from those that have paid the applicable fee for the Bidding Documents.

The Philippine Coast Guard assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

- a) In alphabetical order, the bidders shall pick one rolled paper.
- b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.

11. The Philippine Coast Guard reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

CG ENS ISIAIAH ARVIN DEXTER T PASCO

Head, BAC Secretariat

Headquarters Support Group Philippine Coast Guard

139 25th St Port Area, Manila 1018

Email: hsgbac@gmail.com

Contact No. 09668457531/09498075343

Tel. No. +632-5278481 loc 6302

13. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph,
www.coastguard.gov.ph, and NHQ-HSG FB page

21 July 2022

CG LTJG ZAIRA MARGARETTE R DE CHAVEZ

BAC Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the Philippine Coast Guard invites Bids for the **Repair and Renovation of the NHPCG Conference Room**, with Project Identification Number **ITB2022-001**.

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 General Appropriations Act of 2022 in the amount of Four Million Seven Hundred Eighty-Two Thousand Five Hundred Eighty-Two Pesos and 99/100 (Php4,782,582.99).

2.2. The source of funding is the General Appropriations Act.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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

The Procuring Entity has prescribed that 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 at its physical address at the Philippine Coast Guard Function Hall, 139 25th St., Port Area, 1018 Manila as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

14.2. Payment of the contract price shall be made in 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 for one hundred twenty (120) calendar days from the date of the Opening and Preliminary Examination of Bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																									
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be General Building Projects .																								
7.1	No portion of the contract shall be sub-contracted.																								
10.3	<div>The particulars of the required valid and updated Philippine Contractors Accreditation Board (PCAB) license or Special PCAB license in case of joint ventures are as follows:</div> <table><tr><td>Classification</td><td>License Category</td><td>Size Range</td></tr><tr><td>General Building</td><td>C & D</td><td>Small B</td></tr></table>	Classification	License Category	Size Range	General Building	C & D	Small B																		
Classification	License Category	Size Range																							
General Building	C & D	Small B																							
10.4	<div>The key personnel must meet the required minimum years of experience set below:</div> <table><tr><td>Personnel</td><td>Total Years of Experience</td><td>Qualifications</td></tr><tr><td>1. Project Manager</td><td>5</td><td>Civil Engineer /Architect with experience involving general building projects</td></tr><tr><td>2. Project Engineer</td><td>5</td><td>Civil Engineer with experience involving general building projects</td></tr><tr><td>3. Electrical Engineer</td><td>5</td><td>Professional Electrical Engineer (PEE) or Registered Electrical Engineer (REE) with experience involving general building projects</td></tr><tr><td>4. Sanitary Engineer</td><td>5</td><td>Sanitary Engineer with experience involving general building projects</td></tr><tr><td>5. Materials Engineer I</td><td>5</td><td>Materials Engineer I certified by DPWH with experience involving general building projects</td></tr><tr><td>6. Foreman</td><td>5</td><td>Foreman with experience involving general building projects</td></tr><tr><td>7. Safety Officer</td><td>5</td><td>Safety Officer with experience involving general building projects</td></tr></table>	Personnel	Total Years of Experience	Qualifications	1. Project Manager	5	Civil Engineer /Architect with experience involving general building projects	2. Project Engineer	5	Civil Engineer with experience involving general building projects	3. Electrical Engineer	5	Professional Electrical Engineer (PEE) or Registered Electrical Engineer (REE) with experience involving general building projects	4. Sanitary Engineer	5	Sanitary Engineer with experience involving general building projects	5. Materials Engineer I	5	Materials Engineer I certified by DPWH with experience involving general building projects	6. Foreman	5	Foreman with experience involving general building projects	7. Safety Officer	5	Safety Officer with experience involving general building projects
Personnel	Total Years of Experience	Qualifications																							
1. Project Manager	5	Civil Engineer /Architect with experience involving general building projects																							
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10.5	<div>The minimum major equipment requirements are the following:</div> <table><tr><td>Equipment</td><td>Capacity</td><td>Number of Units</td></tr><tr><td>Truck</td><td>At least 2 Tons</td><td>1</td></tr></table>	Equipment	Capacity	Number of Units	Truck	At least 2 Tons	1																		
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Truck	At least 2 Tons	1																							
12	Value Engineering is allowed.																								
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:																								

	<ol style="list-style-type: none"> a. The amount of not less than two percent (2%) of ABC or Ninety-Five Thousand Six Hundred Fifty-One Pesos and 66/100 (PhP95,651.66), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than five percent (5%) of ABC or Two Hundred Thirty-Nine Thousand One Hundred Twenty-Nine Pesos and 15/100 (PhP239,129.15), if bid security is in Surety Bond.
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	<p>The bidder having the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) shall submit within a non-extendible period of five (5) calendar days from the BAC Notice as the LCB/SCB, the following:</p> <ol style="list-style-type: none"> 1. In case the bidder has just submitted the Class "A" Legal eligibility requirements and Audited Financial Statement (AFS), a valid PhilGEPS Registration Certificate; 2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); <p>In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular (RMC) 16 – 2005, the above-mentioned tax returns shall refer to the following:</p> <ol style="list-style-type: none"> 2.1. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and 2.2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening & Preliminary Examination of Bids.
21	<p>The following shall form part of the Contract Agreement, which shall be submitted by the winning contractor within ten (10) calendar days from the date of receipt of the Notice of Award (NOA):</p> <ol style="list-style-type: none"> 1. Performance Security in any of the allowable forms enumerated under Section 39.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184 or Performance Securing Declaration 2. Certificate of No Pending Case 3. Construction schedule and S-curve, 4. Manpower schedule, 5. Construction methods, 6. Equipment utilization schedule, 7. Construction safety and health program duly approved by the Department of Labor and Employment, and 8. PERT/CPM

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

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

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	The Intended Completion Date is within Forty-Five (45) calendar days from the date of receipt of the Notice to Proceed (NTP).
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor starting on the effectivity of the provisions of the contract, which is upon receipt of the NTP until the date of its termination and/or project completion.
6	The site investigation reports are: 1. Not applicable
7.2	The warranty against Structural Defects and Failures shall cover a period of fifteen (15) years from final acceptance.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the detailed Program of Work to the Procuring Entity's Representative within fourteen (14) calendar days from the date of receipt of the NTP.
11.2	The amount to be withheld for late submission of an updated Program of Work is equivalent to one tenth of one percent (1/10 of 1%) of the total contract price for every day of delay.
13	<p>The amount of the advance payment is fifteen percent (15%) of the total contract price.</p> <p>Advance payment shall be made to the winning contractor upon receipt of the written request, which shall be submitted as a contract document within ten (10) calendar days from receipt of the Notice of Award (NOA) but in no case prior to contract signing.</p> <p>In addition to the written request, the advance payment shall be made only upon the submission to and acceptance by the Philippine Coast Guard of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Philippine Coast Guard.</p> <p>The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.</p> <p>The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the</p>

	advance payment.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	<p>The date by which operating and maintenance manuals are required is upon testing and commissioning.</p> <p>The Contractor is required to submit three (3) sets of “as built” drawings in 20” x 30” size and electronic copy in pdf file format within thirty (30) days from project completion.</p>
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is equivalent to one tenth of one percent (1/10 of 1%) of the total contract price for every day of delay.

Section VI. Specifications

PROJECT TITLE : REPAIR AND RENOVATION OF NHPCG CONFERENCE ROOM
LOCATION : NHPCG, 139 25TH, ST., PORT AREA, MANILA
OWNER : PHILIPPINE COAST GUARD

SCOPE OF WORKS

1. Furnish labor, materials, tools and equipment, facilities and other incidentals for the satisfactory completion of the project.
2. The Contractor shall conduct thorough site inspection of the existing job site condition.
3. Conduct survey / inspection on the site of work and examine the premises, so as to fully understand all existing conditions relative to the project.
4. Construction of temporary facilities for the protection of property, work, structure, workmen, and other people from damage or injury.
5. Demolition will be required to remove any existing Partition Walls, Ceiling, Tiles, Doors Windows and Concrete opening for the installation of new windows from the general area of the WORKSITE. Furnish labor, materials, tools and equipment, facilities and other incidentals for the satisfactory completion of the project.
6. Supply of materials, labor, tools and equipment for the construction of Dry-Wall Partitions including the installation of Laminated Wall Panel (Chevron Pattern) and wood Grain Fluted (WPC) Panel location as described on plans and specifications.
7. Supply of materials, labor, tools and equipment for the installation of complete ceiling system and installation of Wood Grain Fluted (WPC) Panel including all necessary fixing accessories and usage of tools and equipment to complete the work, location as described on plans and specifications.
8. Supply of materials, labor, tools and equipment for the construction of Masonry walls including all necessary fixing accessories and usage of tools and equipment to complete the work, location as described on plans and specifications.
9. Supply of labor, materials, and tools for Installation of Granite Floor Tiles, Granite Wall Tiles, Granite Countertop for Bar and Lavatory countertop Laying of Floor Carpet, application of Tile adhesive and Tile Grout and other incidentals for the satisfactory of completion of the work, sizes dimension and equipment to complete the works, location as described on plans and specifications.
10. Supply of labor, materials, tools and equipment for the installation of Doors and Windows. Sizes dimension and location as indicated in the plan including all fixing including all fixing accessories and hardware, usage of tools and equipment to complete the work, location as described on plans and specifications.

11. Supply of labor, materials, tools and equipment for the Fabrication and installation of cabinet and lavatory cabinet.
 12. Supply of labor, materials, and tools for Masonry Wall (3-coats) and (3-coats) painting on all surfaces i.e. wood, surface preparation, primer tools and its use and all necessary accessories to complete the work.
 13. Demolition of existing system will be required to remove obstructions from the general area for installation of electrical pipe. Furnish labor, materials, tools and equipment, facilities and other incidentals for the satisfactory completion of the project.
 14. Supply of labor, tools, materials and other incidentals for the installation of new lighting fixture, new outlets, PA System, Audio Visual and Peripherals and other equipment, complete with all the necessary incidentals. Grounding wire shall be provided in every wiring installation.
 15. The contractor shall submit all retrieved materials such as conduits, wires etc. and other accessories removed from the project to the End-User of the said project for inventory and disposition purposes.
 16. Furnish submit pictures of pre and post implementation of the repair conducted to cqids@coastguard.qov.ph. for PCG monitoring purposes.
 17. Cleaning and clearing of all construction materials after the implementation of the project.
-

GENERAL NOTES:

1. This simplified scope of works and the specifications are prepared in a concise manner which intention is to save time and to simplify specifications elaborateness. All work covered in the contract shall be executed in the highest form of workmanship and quality.
2. The drawings and specifications are intended to explain each mutually, and anything shown or called for in one and not the other shall be executed as part of the contract as though both are shown and specified.
3. The contractor shall take all the precautionary measures for the protection of adjacent properties from injury, damage or loss arising in connection with this contract. He shall be responsible for all damages to person and property, which may occur with the prosecution of work.
4. The contractor shall be in close coordination with the Philippine Coast Guard Technical Representatives (Coast Guard Infrastructure Development Service) on matters pertaining to engineering works. Any changes in work and materials shall be approved by the authorized representative and shall be to the advantage of the Philippine Coast Guard.

5. All works, materials and undertakings found necessary during the course of the construction shall be executed for the satisfactory completion of the project, and shall be subject to general conditions and inspection before proper installation.
6. All permits, fees, inspections, material testing and commissioning necessary for the satisfactory completion of the project shall be done at the expense of the contractor.
7. Submission of complete six (6) sets of as-built plans in 20 x 30 size of the project, signed and sealed, indicating all measurements and details. Warranties and test results shall also be submitted in six (6) copies for all installed materials. Project warranty (2-years) shall take effect upon actual acceptance of the completed project.
8. All materials to be used shall be subjected to general conditions and inspection before proper installation. Results of material testing shall be submitted to the Coast Guard representative and shall conform to the existing local, national and international standards. It shall be the responsibility of the Contractor to check all the numbers and units as may be indicated on the specifications or drawings and shall supply actual required units.
9. The contractor shall undertake/furnish all the necessary items, materials, tools, equipment, labor, plants, appliances, methods and all operations that may be needed and other incidentals for the satisfactory completion of the REPAIR AND RENOVATION OF NHPCG CONFERENCE ROOM.
10. The project shall be completed within Forty-Five (45) calendar days upon receipt of the Notice to Proceed.

TECHNICAL SPECIFICATIONS

1. WIRING METHODS

- a. Primary service conduit shall be in PVC (Polyvinyl Chloride), thick walled.

2. GROUNDING

The following shall be grounded in accordance with the requirements of the latest edition of the Philippine Electrical Code and Standard Grounding Practices.

- a. All metal frames, cabinets, structures and other metal masses.
- b. All metallic conduits and raceway system including boxes.
- c. All systems, distribution, power, lighting fixtures, outlets (Convenience Outlets and Switches) and all auxiliary system. Sizes as indicated in the plans and drawings.
- d. Provide grounding bond on all metal conduit connections, joints and coupling for effective grounding continuity.
- e. Ground wire shall be green in color for the entire installations, except for the main service feeder and equipment grounding of the MDS (Main Disconnect Switch), which are white and orange, respectively.

3. INSTALLATION TEST

Test shall be carried out in order that the Electrical Contractor can guarantee the security of the wiring connections, tightness of terminals, the insulation and ground continuity of the system.

4. TEST AND TEST SEQUENCE

For all power circuits the following tests shall be carried out in the order specified and the results recorded on the test sheet. Each circuit test sheet shall be signed off by the Field Work Engineer and Philippine Coast Guard Electrical Engineer before the circuit may be energized.

The Electrical Contractor shall ensure that test engineers are suitably qualified, trained and provided with appropriate test equipment. Test engineers shall not be taken from installation teams but shall be brought into site as independent individuals. They will not, therefore be influenced by the Contractor people.

MATERIAL SPECIFICATIONS

1. Conformity to the standard specification

Materials to be used shall conform to the standard and specifications set by the following where such standard and specifications have been established for particular type of materials or equipment in question.

- a. US UNDERWRITER'S LABORATORIES
- b. US NATIONAL BOARD OF FIRE UNDERWRITER'S
- c. NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
- d. INSULATED POWER CABLE
- e. AMERICAN STANDARD ASSOCIATION
- f. BRITISH INTERNATIONAL STANDARD
- g. BUREAU OF STANDARD, DEPARTMENT OF TRADE AND
INDUSTRY
- h. PHILIPPINE NATIONAL STANDARD

2. WIRES AND CABLES

Wires shall be recent manufacture and in no case be more than one year old. Any conductor whose insulation shows sign of deterioration within one year from final acceptance of work shall be replaced by the Contractor at his own expense. Sufficient length of slack shall be left inside boxes, hand holes/manholes and for splicing and/or connecting to apparatus without straining the cable. Wires and cables shall be copper, soft drawn and annealed, of 98% conductivity with insulation rated at 600 Volts.

- | | |
|-------------------------|---------------------------|
| Feeders and Sub-feeders | - use type THW only |
| Branch Circuits | - use type THHN/THWN only |
| Ground Wires | - use type TW only |
| Earthing | - use Bare Copper Wire |

Wire/Cable insulation shall be color coded as follows:

1. Line 1 - Red;
- Line 2 - Black;

Line 3 - Blue

2. Ground Wires - Green on sub-feeders and branch circuits

- White from entrance to MDS, ATS, and MDP
- Orange from MDS to Grounding Rod.

3. Control Wires (lighting) – Yellow

All joint or splice for 8.0 mm² or larger shall be made with a double indent mechanical compression connector. After the conductor have been made mechanically and electrically secured, the entire joint shall be covered with rubber and plastic tape to make the insulation of the joint/splice equal to the insulation of the conductors and all the connectors shall be UL approved. All feeders shall be properly marked as to number of phases, wire size, and feeder designation and voltage capacity.

3. CONDUITS

a. NON-METALLIC CONDUIT (PVC)

CS40 smooth wall rigid non-metallic conduit conforming to Philippine National Standard No.14 for PVC pipes. Conduit shall be in standard length 3.05 meter with bell end on one side. To be use on embedded installations and running in concrete slab/walls of lighting and power branch circuit raceways and all other auxiliary system raceways and power feeder, except as stated in 3c.

4. OTHERS

All other materials to be used not mentioned herewith shall be approved by CGIDS, for both location and purpose intended, and shall be brand new.

Conforme:

[Signature of the Authorized Rep.]

[in the capacity of] (Please indicate position of Authorized Rep.)]

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

Section VII. Drawings

(Refer to Annex I for Complete Set of Plans)

Section VIII. Bill of Quantities

(Refer to Annex II for the Bill of Quantities Format)

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid through their duly authorized representatives.

All envelopes shall:

- a. contain the name of the contract to be bid in **capital letters**;
- b. bear the name and address of the Bidder in capital letters;
- c. be addressed to the BAC with the following details:

**HSG BIDS AND AWARDS COMMITTEE (BAC)
PHILIPPINE COAST GUARD – NATIONAL HEADQUARTERS**

- d. bear the specific identification of this bidding process; and
- e. bear a warning “**DO NOT OPEN BEFORE...**” the date and time for the opening of bids.

Note: Non-submission of the additional copies shall not be a ground for the bidder’s disqualification.

1. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- Valid and updated Philippine Government Electronic Procurement System (PhilGEPS) Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184, *provided* that all of the eligibility documents submitted to PhilGEPS are maintained and updated in accordance with GPPB Resolution No. 15-2021;

The PhilGEPS Certificate of Platinum Registration and Membership in accordance with Section 8.5.2 of the 2016 revised IRR of RA No. 9184 and GPPB Resolution No. 15-2021 shall contain the following caveat to reflect that through the submission of said Certificate, the Bidder certifies:

- a) the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted;
- b) the veracity of the statements and information contained therein;
- c) that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding nor is it evidence that the same has passed the post-qualification stage; and
- d) that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification of the Bidder from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.

It shall likewise state that for the purpose of updating the said Certificate, all Class “A” Eligibility Documents covered by Section 8.5.2 of the 2016 revised IRR of RA 9184 supporting the veracity, authenticity and validity of the Certificate shall remain current and updated, and that failure by the prospective bidder to update its Certificate with the current and updated Class “A” Eligibility Documents covered by the afore-cited Section of the same IRR shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class “A” Eligibility Documents has been updated.

During the conduct of Post-Qualification, the Lowest Calculated Bidder/s shall likewise be requested to submit copies of the following for verification:

1. Securities and Exchange Commission (SEC) Registration Certificate for corporations, partnerships and/or joint ventures, Department of Trade and Industry (DTI) Registration Certificate for sole proprietorship, or Cooperative Development Authority (CDA) Registration Certificate for cooperatives;
2. Valid Mayor’s or Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.
3. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **AND**
4. Latest AFS stamped “received” by the BIR or its duly accredited and

authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of Bids.

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.

The Statement of all On-going and Completed Government and Private Contracts shall indicate for each contract, the following:

- name and date of the contract;
- contract duration;
- owner's name and address;
- nature of work;
- contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- total contract value at award;
- Estimated completion time;
- Percentages of planned and actual accomplishments, and
- Value of outstanding works.

For purposes of post-qualification, the bidders are required to submit copies of the Notices of Award (NOA), Contract/Purchase Order and Notice to Proceed (NTP) for all on-going government contracts. On the other hand, for on-going private contracts, bidders shall submit a copy of its contract and/or other equivalent documents of the NOA and NTP, if any.

Non-submission of copies of the NOA, Contract/Purchase Order and NTP on the deadline for the Submission and Receipt of Bids shall not be a ground for the bidder's disqualification. However, the bidder having the Lowest/Single Calculated Bid shall be requested by the Technical Working Group (TWG) to provide copies of the aforesaid documents as part of the verification and validation process during post-qualification.

- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, which must be at least equivalent to fifty percent (50%) of the ABC or in the amount of Two Million Three Hundred Ninety-One Thousand Two Hundred Ninety-One Pesos and 50/100 (PhP2,391,291.50)

The statement identifying the SLCC shall indicate the following:

- name and date of the contract;
- contract duration or period;
- Contract Amount;
- nature of work; and
- contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation.

The statement of the Bidder's SLCC shall be supported by any of the following:

- Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor, with the following details
 - Name of project owner that issued the certificate;
 - Name of Contractor/Constructor;
 - Name of Contract; and
- Contract Duration.
- Constructors Performance Evaluation System (CPES) Final Rating, which must be satisfactory.
- Equivalent Document clearly specifying either the completion and final acceptance of the infrastructure project or satisfactory performance of the contractor, in case the identified SLCC is with the private sector.

For purposes of post-qualification, bidders are required to attach the entire set of the Contract to the Statement Identifying the SLCC.

Bidders are also required to Include in the aforesaid Statement of All On-going Government and Private Contracts and Statement Identifying the SLCC the following information:

- a) Contact Person; and
- b) Contact Details (telephone/fax/cellphone number and/or email address)

- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid;
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission, based on the following schedule:

<p>a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;</p> <p>b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</p> <p>[at least Two Percent (2%) of the ABC]</p>	<p>c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project</p> <p>[at least Five Percent (5%) of the ABC]</p>
PhP 95,651.66	PhP 239,129.15

OR:

Original copy of Notarized Bid Securing Declaration; **and**

- (j) Project Requirements, which shall include the following:
- Organizational chart for the contract to be bid;
 - 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;
 - List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and

- (k) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Special Power of Attorney for sole proprietorships, Notarized Secretary's Certificate/Board Partnership Resolution 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.

Reminder: If the prospective bidder's representative who will attend the Submission, Receipt, Opening and Preliminary Examination of Bids is different from the authorized representative to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, then the prospective bidder can include the name/s of said representative in the above-mentioned proofs of authorization (e.g., *original copy of the duly notarized Secretary's Certificate for corporations, Board/Partnership Resolution for partnerships, corporations, and/or joint ventures or an original copy of the Special Power of Attorney for sole proprietorships, whichever is applicable*)

Financial Documents

- The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) which must be at least to the ABC amounting to **Four Million Seven Hundred Eighty-Two Thousand Five Hundred Eighty-Two Pesos and 99/100 (Php 4,782,582.99)**

Bidders must submit a computation of its NFCC, which must be at least equal to the ABC, calculated as follows:

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) \text{ (15)}] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}$$

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

Class "B" Documents

- ☐ (l) If applicable, a duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence

Each partner of the joint venture shall submit their respective valid and updated PhilGEPS Certificates of Registration (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided*, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

- ☒ (m) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, any proof of authorization, Original Special Power of Attorney for sole proprietorships, Notarized Secretary's Certificate/Board Partnership Resolution 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.
- ☐ (n) Certification under oath, certifying that they have no pending case(s) against the Government

Reminder: If the prospective bidder's representative who will attend the Submission, Receipt, Opening and Preliminary Examination of Bids is different from the authorized representative to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, then the prospective bidder can include the name/s of said representative in the above-mentioned proofs of authorization (e.g., original copy of the duly notarized Secretary's Certificate for corporations, Board/Partnership Resolution for partnerships, corporations, and/or joint ventures or an original copy of the Special Power of Attorney for sole proprietorships, whichever is applicable)

I. FINANCIAL COMPONENT ENVELOPE

- ☐ (d) Original of duly signed and accomplished Financial Bid Form; **and** Other documentary requirements under RA No. 9184
- ☐ (e) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (f) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (g) Cash Flow by Quarter.

Section X. Bidding Forms

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Bid Form for the Procurement of Infrastructure Projects
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

¹ currently based on GPPB Resolution No. 09-2020

- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

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

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder’s conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Name of Contractor/Constructor]

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in City of _____, Philippines, this
_____ day of _____, 20__, personally appeared:

NAME

ID ISSUED AT/ON

known to me and known to be the same person who execute the foregoing instrument consisting of _____ (__) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

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

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. ***Select one, delete the other:***

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. ***Select one, delete the other:***

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized *Special Power of Attorney*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting**;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. ***Select one, delete the rest:***

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: [Insert number]**

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number __. Page . of ____.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Nature of Work and Contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation.	Percentages of Planned and Actual Accomplishments	Estimated Completion Date	Total Contract Value at Award	Value of Outstanding Works
Government Contracts:									
Private Contracts:									
Total									

[Signature of the Authorized Rep.]

[in the capacity of] (Please indicate position of Authorized Rep.)

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

NOTE:

The aforesaid statement should include those contracts awarded but not yet started.

Further, bidders should indicate "None" or "No On-going Government and/or Private Contracts" if they do not have any on-ongoing government and/or private contracts in the corresponding rows and/or column, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid.

STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT

Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number __. Page . of ____.

Name of the Contract	Date of the Contract	Contract Duration or Period	Contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation.	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Nature of Work	Amount of Contract adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;

[Signature of the Authorized Rep.]

[in the capacity of] (Please indicate position of Authorized Rep.)]

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

NOTE:

The statement of the Bidder's SLCC shall be supported by any of the following:

- Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor, with the following details
 - Name of project owner that issued the certificate;
 - Name of Contractor/Constructor;
 - Name of Contract; and
 - Contract Duration.
- Constructors Performance Evaluation System (CPES) Final Rating, which must be satisfactory.
- Equivalent Document clearly specifying either the completion and final acceptance of the infrastructure project or satisfactory performance of the contractor, in case the identified SLCC is with the private sector.

For purposes of post-qualification, bidders are required to attach the entire set of the Contract to the Statement Identifying the SLCC.

NFCC COMPUTATION

Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number __. Page . of ____.

DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total value of all outstanding contracts, including those awarded but not yet started	
Total NFCC Computation	

[Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)]

Duly authorized to sign Bid for and on behalf of _____
 (Please indicate name of company)

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

X-----X

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/ contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]*

[Insert Signatory's Legal Capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

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DIAGRAM FOR THE SEALING AND MARKING OF THE BID ENVELOPES



