

Procurement for REPAIR OF HMSSC MESSHALL AND WARDROOM

Preface

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

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

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

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

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

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

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

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms5				
Sec	tion	I. Invitation to Bid	. 8	
Sec	ction	II. Instructions to Bidders	12	
	1.	Scope of Bid		
	2.	Funding Information	.13	
	3.	Bidding Requirements	.13	
	4.	Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	.13	
	5.	Eligible Bidders	.13	
	6.	Origin of Associated Goods	.14	
	7.	Subcontracts	14	
	8.	Pre-Bid Conference	14	
	9.	Clarification and Amendment of Bidding Documents	14	
	10.	Documents Comprising the Bid: Eligibility and Technical Components	14	
	11.	Documents Comprising the Bid: Financial Component	15	
	12.	Alternative Bids	15	
	13.	Bid Prices	15	
	14.	Bid and Payment Currencies	16	
	15.	Bid Security	16	
	16.	Sealing and Marking of Bids	16	
	17.	Deadline for Submission of Bids	16	
	18.	Opening and Preliminary Examination of Bids	16	
	19.	Detailed Evaluation and Comparison of Bids	17	
	20.	Post Qualification	17	
	21.	Signing of the Contract	17	
Se	ection	III. Bid Data Sheet	. 18	
Se	ection	IV. General Conditions of Contract	. 21	
	1.	Scope of Contract	22	
	2.	Sectional Completion of Works	22	
	3.	Possession of Site	22	
	4.	The Contractor's Obligations	22	
	5.	Performance Security		
	6.	Site Investigation Reports	23	

7.	Warranty23
8.	Liability of the Contractor23
9.	Termination for Other Causes
10.	Dayworks24
11.	Program of Work24
12.	Instructions, Inspections and Audits24
13.	Advance Payment
14.	Progress Payments
15.	Operating and Maintenance Manuals
Section	V. Special Conditions of Contract26
Section	VI. Specifications27
Section	VII. Drawings 29
Section	VIII. Bill of Quantities
Section	IX. Checklist of Technical and Financial Documents31

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.

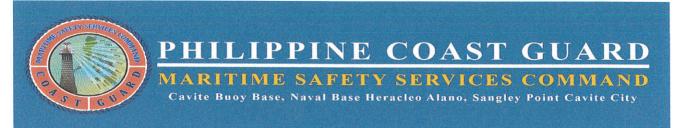
Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring 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 REPAIR OF HMSSC MESSHALL AND WARDROOM

- 1. The Headquarters Maritime Safety Services Command, through the General Appropriation Act (GAA) 2022 intends to apply the sum of One Million Six Hundred Thirty Six Thousand Three Hundred Forty Three and Fifty Four Centavos (Php 1,636,343.54) being the Approved Budget for the Contract (ABC) to payments under the contract for Repair of HMSSC Mess hall and Wardroom. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
- 2. The Headquarters Maritime Safety Services Command now invites bids for the above Procurement Project. Completion of the Works is required Forty five (45) days after receipt of notice of 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 from **Headquarters Maritime**Safety Services Command and inspect the Bidding Documents at the address given below from 8:00 AM 5:00 PM. Except non-working days (i.e. Saturday and Sunday), Legal holiday, or Special non-working holiday, or other non-working days duly declared by the President, Mayor or other Government Official authorized to make such declaration.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on 31 May to 07 June 2022 from given address and website/s below in the amount of Five Thousand Pesos Only (Php 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through email at msscprocurement@gmail.com.
 - It may also be downloaded free of charge from the website of the **Philippine** Government Electronic Procurement System (PhilGEPS) and the website of coastguard.gov.ph, provided that the Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
- 6. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through email* at msscprocurement@gmail.com.

- 7. The Headquarters Maritime Safety Services Command will hold a Pre-Bid Conference¹ on 10 June 2022 at Headquarters Maritime Safety Services Command (HMSSC) Function hall, 24th de Mayo Street Heracleo Alano Sangley Point Cavite City, which shall be open to prospective bidders.
- 8. Bids must be duly received by the BAC Secretariat through manual submission at the on or before 22 June 2022, 9:00 AM. Late bids shall not be accepted.
- 9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 15.1.
- 10. Bid opening shall be on 23 June 2022, 9:00 AM onwards at the given address below Headquarters Maritime Safety Services Command (HMSSC) Function hall, 24th de Mayo Street Heracleo Alano Sangley Point Cavite City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. Bidders shall bear all costs associated with the preparation and submission of their bids, and the **Headquarters Maritime Safety Services Command** will in no case, be responsible for liable for the costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that the **Headquarters Maritime Safety Services Command** will accept bids only from those that have paid the applicable fee for Bidding Documents.

In accordance with the 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 the who (2) or more bidders have post-qualified and the determined as the bidder have 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 declare as the final bidder having the LCRB and recommended for the award of the contract.
- 12 The **Headquarters Maritime Safety Services Command** 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.

May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

13. For further information, please refer to:

CG ENS RACHELLE R VALENTINO

MSSC Procurement Branch HMSSC Procurement Office

Headquarters Maritime Safety Services Command

24th de Mayo Street Heracleo Alano Sangley Point Cavity City

Contact Number: 0927 839 8546

Email Address: msscprocurement@gmail.com

5. You may visit the following websites:

For downloading of Bidding

Documents:

www.philgeps.gov.ph

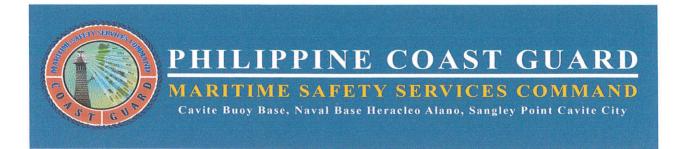
or

coastguard.gov.ph

01 June 2022

CG CAPT DOMINADOR P SENADOR III

BAC Chairman, MSSC



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Headquarters Maritime Safety Services Command invites Bids for the Repair of HMSSC Messhall and Wardroom, with Project Identification Number MSSC-IB No. 2022-002.

The Procurement Project (referred to herein as "Project") is for the Construction 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 (GAA) for CY 2022 in the amount of **One Million Six Hundred Thirty Six Thousand Three Hundred Forty Three and Fifty Four Centavos (Php 1.636.343.54)**
- 2.2. The source of funding is General Appropriations Act (GAA) of 2022.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1 The Procuring Entity has prescribed that:
 - a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Headquarters Maritime Safety Services Command (HMSSC) Function hall, 24th de Mayo Street Heracleo Alano Sangley Point Cavite City 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. In joint ventures, a special PCAB License, and registration for the type and cost of the contract for this Project, shall be required. 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 innPhilippine 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 for one hundred twenty (120) calendar days from date of Opening and Preliminary Examination of Bid. 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**.

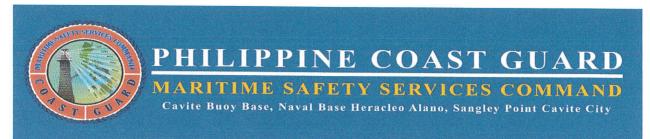


Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	Bid Bata Sheet
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:
	a. Any contract involving infrastructure projects.
	b. Completed within <i>five</i> (5) years prior to the deadline for the submission and receipt of bids.
7.1	No portion of the contract shall be sub-contracted.
10.3	Contractors must have a Philippine Contractors Accreditation Board License (PCAB License)
10.4	The key personnel must meet the required minimum years of experience set below:
	Key Personnel General Experience Relevant Experience
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than Thirty-Two Thousand Seven Hundred Twenty Six and 87/100 (Php 32,726.87), 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 Eighty-One Thousand Eight Hundred Seventeen and 17/100 (Php 81,817.17) if bid security is in Surety Bond.
19.2	Partial bid is not allowed. The items are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. The project shall be awarded as One Project having several items that shall be awarded as one contract.
20	No additional requirements.
	The Bidders 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:
	1. In case the bidder has just submitted the Class "A" Legal eligibility requirements and Audited Financial Statements (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);
	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:				
	2.1. Latest Income Tax Returns(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) me the date of Submission, Receipt, Opening and Preliminary Examin				
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and Scurve, manpower schedule, construction methods, equipment utilization			
	schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.			



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

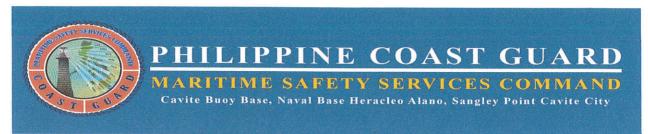
The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according 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

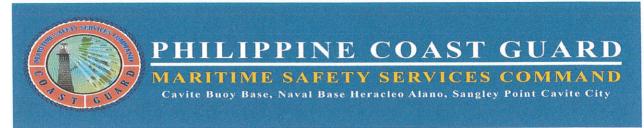
- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the SCC.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, 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	
4.1	Contractor must have a project completion by 13 August 2022
6	The site investigation reports are: [list here the required site investigation reports.]
7.2	[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is equivalent to one tenth of one percent (1/10 of 1%) of the total contract price for every day of delay.
13	No mobilization fees and advance payment is allowed.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is testing and commissioning. The date by which "as built" drawings are required in 20" by 30" size and electronic copy in pdf file format within seven (7) calendar days from project completion.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is equivalent to one tenth of one percent (1/10 of 1%) of the total contract price for every day of delay.



Section VI. Specifications



Philippine Coast Guard HEADQUARTERS COAST GUARD LOGISTICS SYSTEMS COMMAND COAST GUARD INFRASTRUCTURE DEVEOPMENT SERVICE



CGBF, Farola Compound, Muelle De La Industria, Binondo Manila 1006

PROJECT TITLE: REPAIR OF HMSSC MESSHALL AND WARDROOM LOCATION: CAVITE BOUY BASE, SANGLEY POINT, CAVITE CITY

OWNER : PHILIPPINE COAST GUARD

SUBJECT : SCOPE OF WORKS (SUMMARY) and GENERAL NOTES

SCOPE OF WORKS

- Furnish labor, materials, tools and equipment, facilities and other incidentals for the satisfactory completion of the project.
- 2. Conduct survey / inspection on the site of work and examine the premises, so as to fully understand all existing conditions relative to the project.
- Supply of labor, materials, tools and equipment for the construction of masonry walls for exterior and for interior partition and plastering of masonry walls, location as indicated in the plan including concrete moldings.
- 4. Provision for the installation of complete ceiling system as indicated in the plan.
- Supply of labor, materials, tools and equipment for the new installation of doors and other fenestrations complete with all the appropriate hinges and locksets. Provision for the supply and installation of aluminum windows (Analok).
- 6. Provision for the installation of wall tiles and floor tiles for Heads (T&B) and ceramic floor tiles including installation of trims and application of grouts.
- 7 General (3-coats) painting on all surfaces i.e. masonry and concrete surfaces, ceilings, cornice, baseboards, casing including metal / steel surfaces.
- 8. Supply of labor, materials, tools and equipment for the new installation of sanitary and plumbing system complete with all the necessary accessories as provided for in the plan.
- Supply of labor, tools, materials and equipment for the installation of electrical wiring system. (i.e Lighting, Power, and ACU's) Complete with all necessary piping and other incidentals.
- 10. Supply of labor, tools, materials and other incidentals for the installation of electrical equipment needed (i.e. panelboards and circuit breakers etc). All equipment and all through-out the whole system shall be properly grounded.
- 11. Furnish pictures of pre and post of the construction, repair, and renovation and submit accomplishment report to CGIDS that can be send through email at cgids@coastguard.gov.ph. For NHPCG monitoring purposes.

12. Clearing and cleaning in all affected areas during the implementation of the project.

GENERAL NOTES:

- 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.
- 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 satisfactorily completion of the project, and shall be subject to general conditions and inspection before proper installation.
- 6. All permits, fees, inspections, material testing, commissioning, etc., necessary for the satisfactorily completion of the project shall be done at the expense of the contractor.
- 7. Submission of complete six (6) sets of as-built plans 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.
- 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 satisfactorily completion of the PROPOSED COAST GUARD STATION BUILDING.

IU.	The project shall be completed within	days and commence upon accept of
	notice to proceed.	

SPECIFICATIONS

CONCRETE

- a. Concrete compressive strength must be at 3000 psi (20 Mpa). Class "A" mixture, 1:2:4 proportions.
- b. Portland Cement shall conform to the requirement of ASTM C-150 Type for Normal Portland cement; Type III for High Early Strength Portland Cement, 40 kg per bar.
- c. Reinforcing bars must be at yield strength of 33000 psi Fy = 230 Mpa for all concreting works.
- d. Aggregates must be 3/4" course aggregate, clean and washed. Sand must be clean, hard, coarse river sand conforming to ASTM C-33.
- e. Reinforcing bars shall be fixed into the other by means of adequate steel wire ties to form a rigid reinforcement cages or nets. The minimum concrete covering must be 40mm from the outer face of the reinforcement bars to face forms. Main reinforcement bars must be anchored by means of an end hook/bend. Splices must be 0.60 m minimum.

2. MASONRY

Masonry/Hollow masonry units shall be ordinary 6" concrete hollow blocks for exterior walls and 4" concrete hollow block for interior walls plumb and align when installation is finished. Cement must be Portland 40kgs, mixture proportion Class "B". Masonry wall system must be plastered and finished smooth. Reinforcement must be grade 33.

3. CARPENTRY AND JOINERY WORKS

- a. Stress grade lumber must be seasoned, close grained lumber of specified Specie: Tanguile for all carpentry works at high quality of good appearance, without imperfections and suitable for use without waste due to defects and suitable also for natural finished.
- b. Plywood shall be of good grade and made of laminated wood strips honded together with water restraint resin glue, shall be free from defects such as split in veneer, buckling or warping and shall contain to the requirement of the Philippine Trade Standard 631-02.
- c. Fiber Cement Board shall be oil impregnated for moisture/water resistance.

4. HARDWARE

- a. All rough hardware required for carpentry works such as nails, screws, etc., must be first class quality.
- b. Finishing hardware consisting of locksets, latches, etc., shall be first class quality conforming to the following specifications.

- B.1 Door Locksets shall be durable construction, preferably the product of reputable manufacturer for consistent quality and master keying.
- B.2 Hinges must be brass-coated wrought iron steel with non-rising loose pins with button tips and mounting screw of the same materials.

5. TILEWORKS

Ceramic tiles and trims shall be made of clay, hard dense tiles of homogeneous composition.

6 PAINTING WORKS

All painting materials shall be known quality and of known brands with good quality and durability. One brand shall be used in the entire painting job.

LECTRICAL WORKS.

1. SERVICES

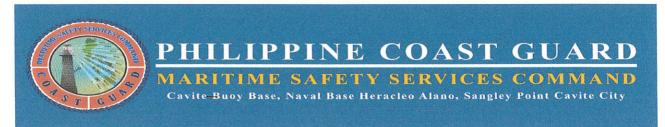
Service voltage inside the building shall be 230-Volts, 1-Phase, 3-Wires, 60 Hertz. Grounding wire shall be provided, sizes and color.

2. WIRING METHODS

- Primary service conduit shall be in PVC (Polyvinyl Chloride), thick walled, and shall be encased in concrete pedestal.
- All others shall be done in the following manner or as indicated in the plan.
 - 1. RSC (Rigid Steel Conduit) for exposed power service entrance
 - 2. IMC (Intermediate Metallic Conduit) for feeder raceways and all exposed feeders
 - EMT (Electrical Metallic Tubing) for all exposed power and lighting branch circuit
 - PVC (Polyvinyl Chloride), Thick-Walled for all power and lighting branch circuit raceways running embedded in concrete slab and partitions.
 - 5. FMC (Flexible Metallic Conduit)/Royal Cord for all connection between lighting fixtures and junction boxes.
 - 6. LQT (Liquid-Tight) Flexible Conduit for all exposed connections from conduit to motors or electrical devices/equipment to where vibrations are eminent and to all wet/damped locations.

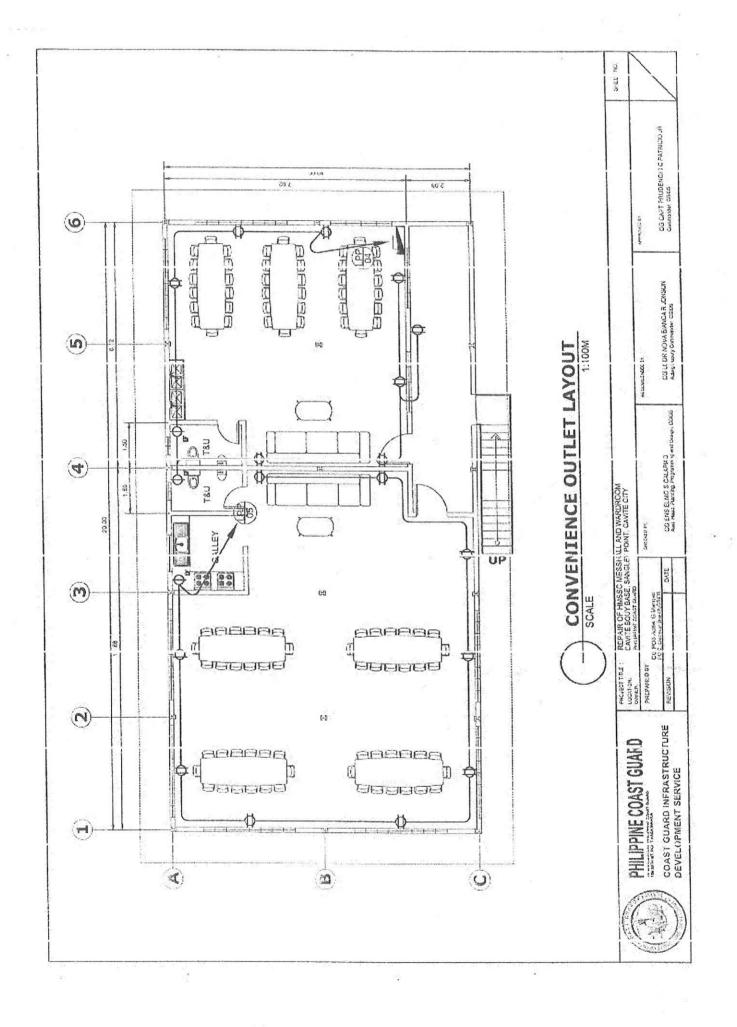
3. GROUNDING

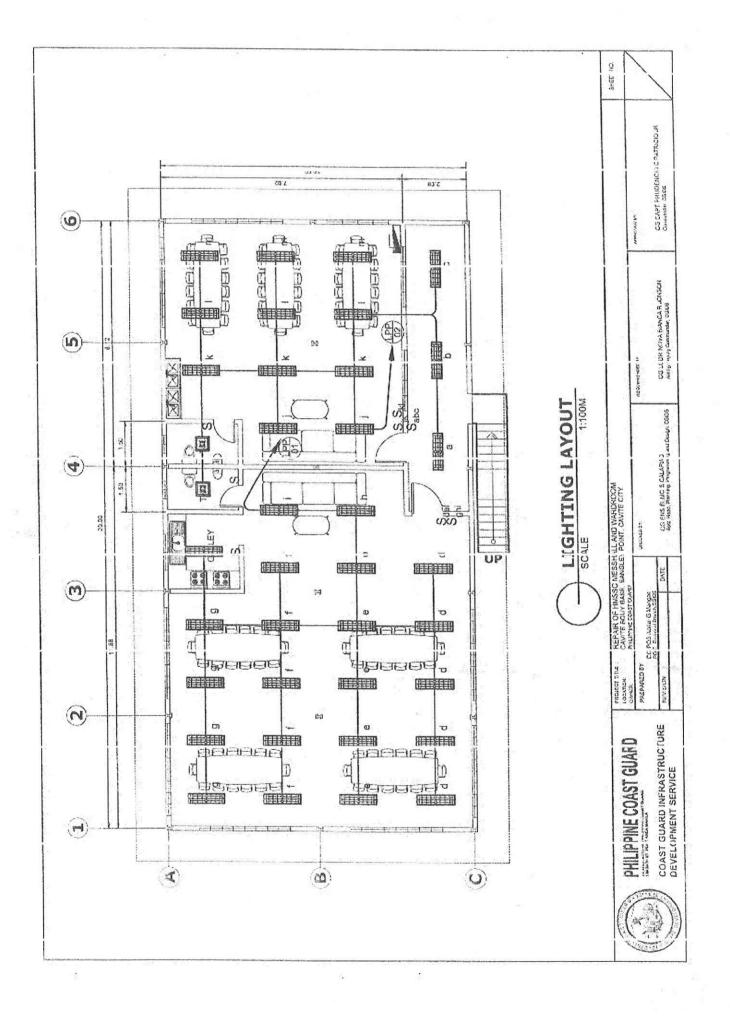
The following shall be grounded in accordance with the drawings and the requirements of the latest edition of the Philippine Electrical Code and Standard Grounding Practices.

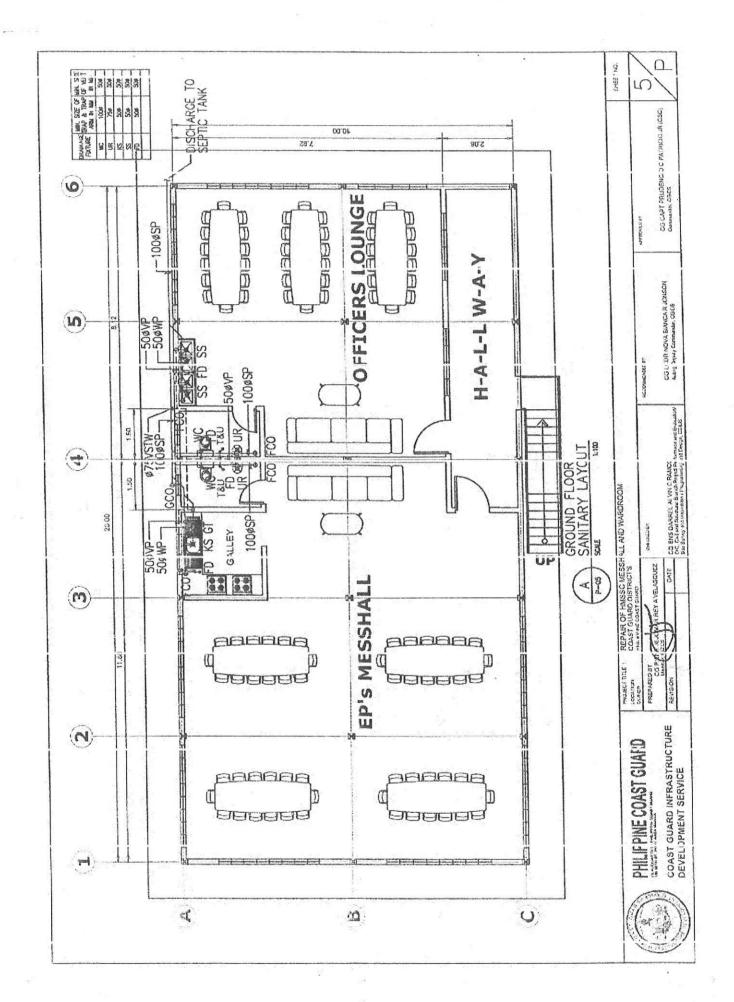


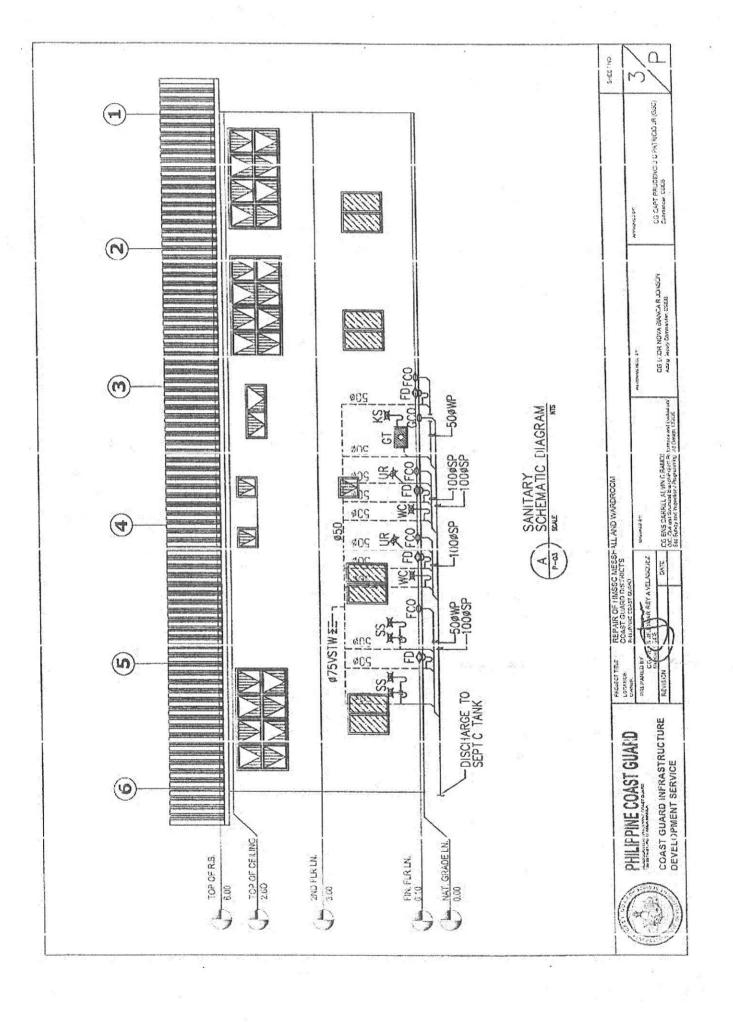
Section VII. Drawings

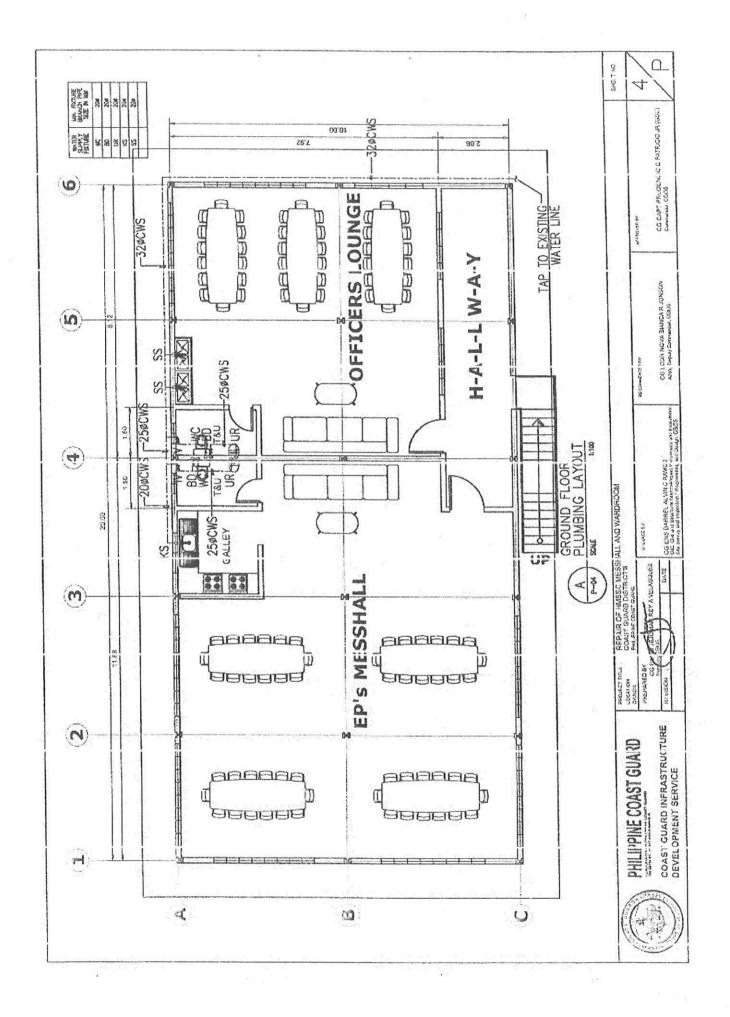


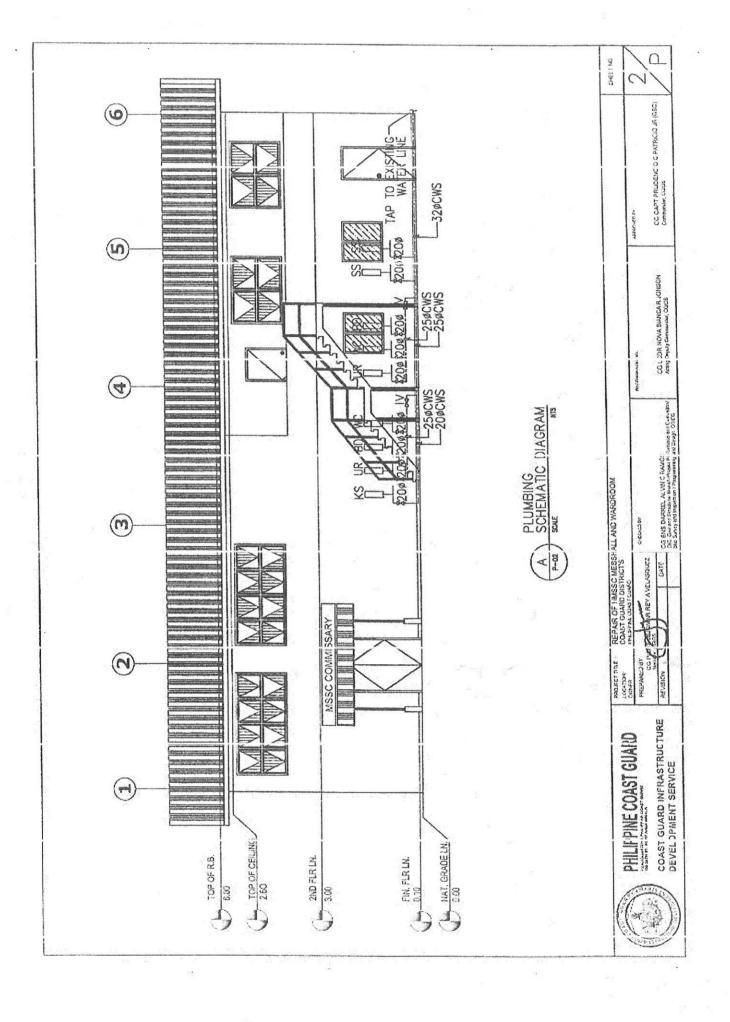


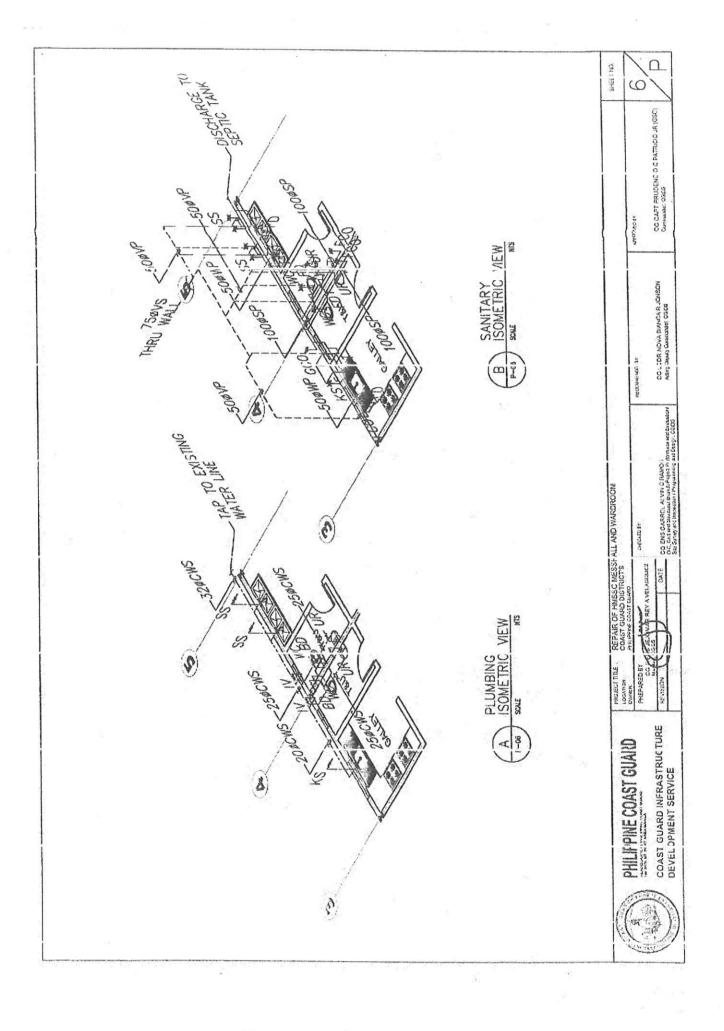


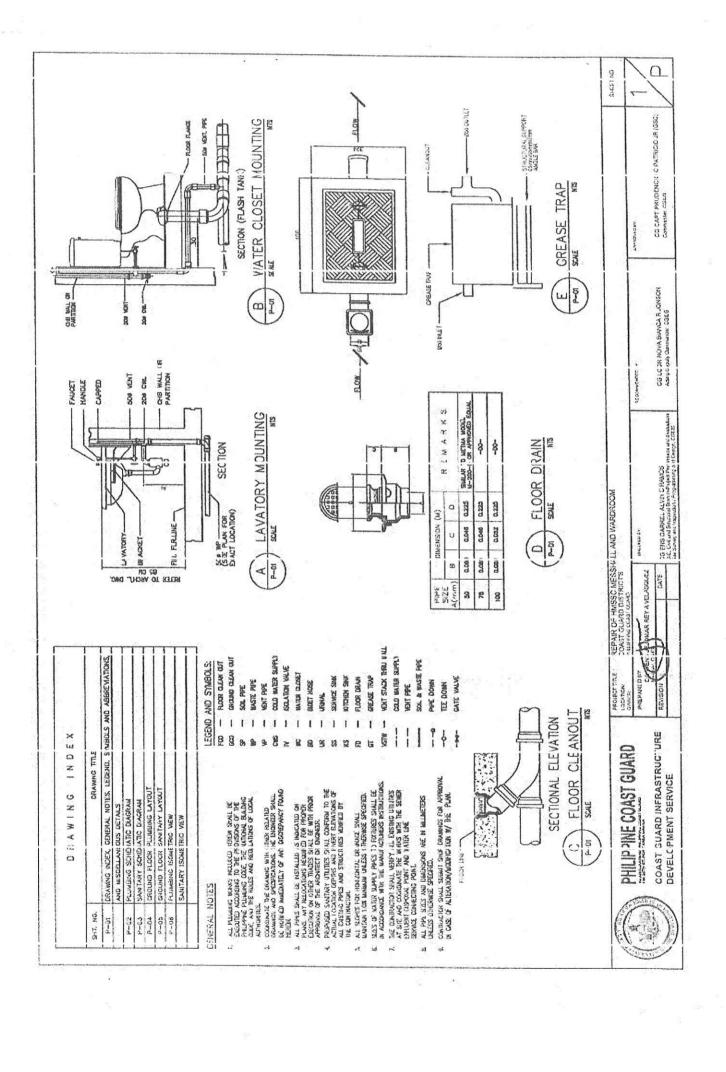


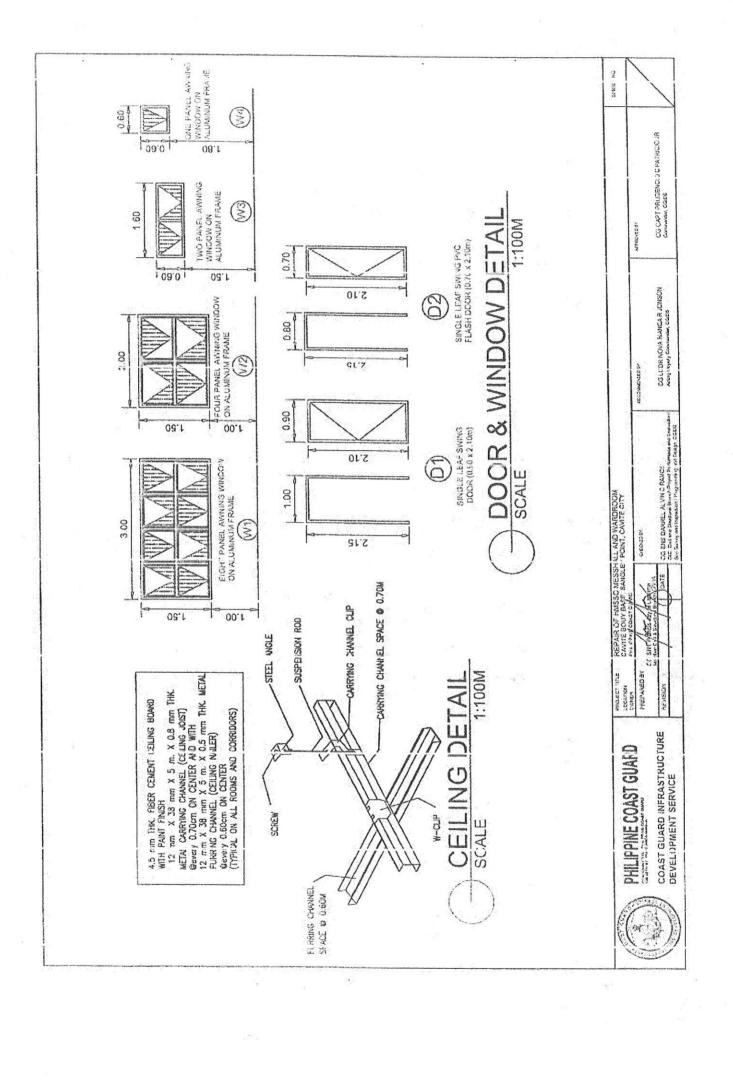


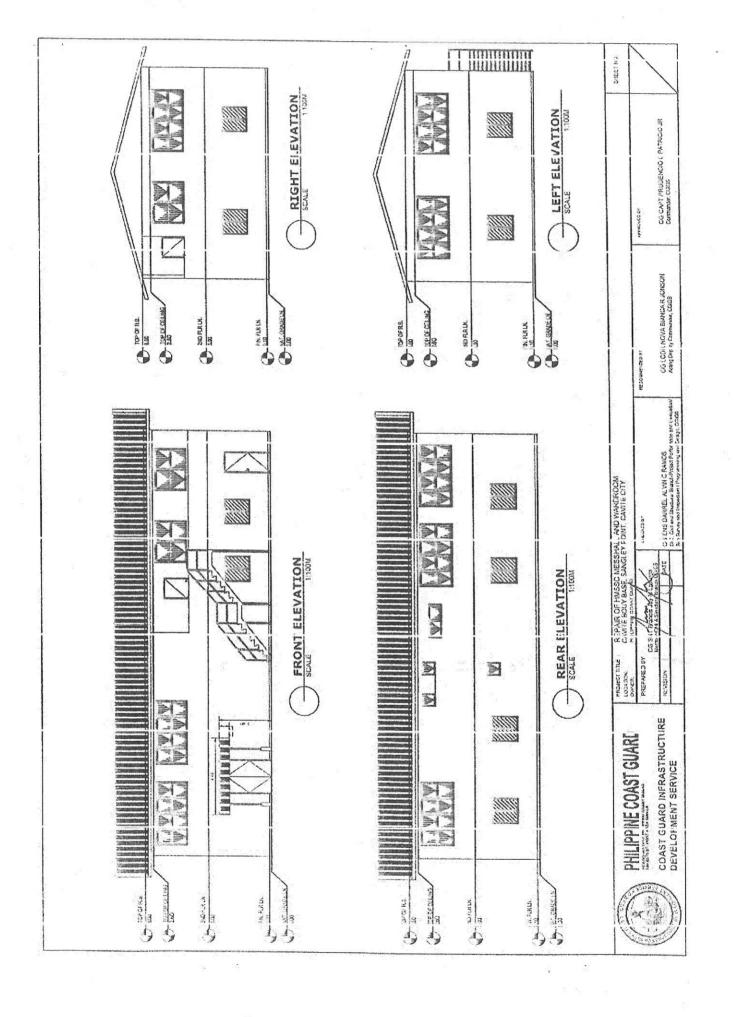






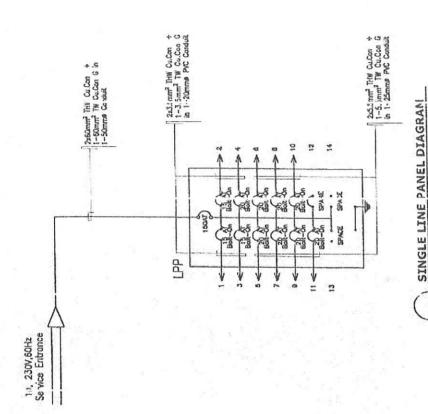






GENERAL NOTES

- of the latest edition of the Philippine Eluctrical Code; the rules and All electrical installations herein shall conform with the provisions regulations of the national and local authorities concerned in the enforcement of electrical laws pertaining to the practice of electrical engineering and the requirement of the local utility company.
- All electrical works herein shall be done under the strict subervision of a duly license professional electrical engineer or a registered electrical engineer or a registered master electrician. N
- No revisions shall be done without prior knowledge and approval of cause responsibility of the designer/engineer to leave as a whole. he designer/engineer; such revision done without approval shall ei
- conductor and concutt shall be 2.0 mm² and 15mm Ø for metallic Unless otherwise indicated in the plan, the minimum size of ubing and or 20mm Ø for polyvinyl chloride conduit. 4
- system and properly bonded and grour ded as provided in he ground wire which shall be continues throughout the whole All wirings shall be provided with an additional 10
- aceways, etc., shall be properly grounded as provided in the All service/electrical equipment such as: safety switches, panelboards, transformers, metallic boyes and cabinets, Code. ú
- Service entrance shall be 1Ø, 2-Wire + Gnd, 230V, 60Hz. 7
- approved type for both location and purpose intended to, All materials to be used shall be brand new and of the subject to the approval of the designer/angineer. 8





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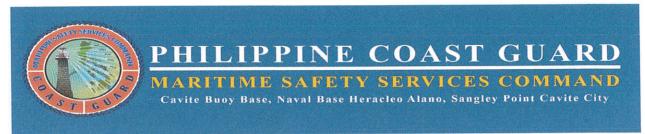
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Section VIII. Bill of Quantities

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BILL OF QUANTITIES

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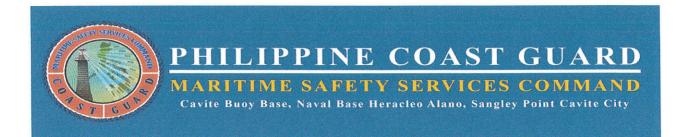
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Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Leg	al Do	<u>cuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
Tec		l Documents
		statement of the prospective bidder of all its ongoing government and private ontracts, including contracts awarded but not yet started, if any, whether
		imilar or not similar in nature and complexity to the contract to be bid; and Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
	(d)	Special PCAB License in case of Joint Ventures;
	(e)	and registration for the type and cost of the contract to be bid; and Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
	(f)	 Original copy of Notarized Bid Securing Declaration; and Project Requirements, which shall include the following: a. Organizational chart for the contract to be bid; b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
		c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
	(g)	Original duly signed Omnibus Sworn Statement (OSS); And if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<u>Fir</u>		al Documents
	(h)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
	(i)	Class "B" Documents If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; or
		Duly notarized statements from all the potential joint venture partners stating

that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II.	FIN.		AL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Bid Form; and
	Oth	er doc	umentary requirements under RA No. 9184
		(k)	Original of duly signed Bid Prices in the Bill of Quantities; and
		(1)	Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; and
		(m)	Cash Flow by Quarter.

Contract Agreement Form for the Procurement of Goods (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 the ____ day of ____ 20___ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

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 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 integral part of this Agreement, viz.:
- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements:
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. 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;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. 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 hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)	
) S.S.	
BEFORE ME, a Notary Public for and in Citday of, 20, pers	ty of, Philippines, this sonally appeared:
NAME	ID ISSUED AT/ON
Known to me and known to be the same personsisting of () pages, including written and acknowledged before me that the and that of the Corporation/Sole Proprietors	the page whereon the acknowledgments is e same is his/her free and voluntary act and deed
WITNESS MY HAND AND NOTARIAL Swritten.	SEAL, at the place and on the date first above
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OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPIN	NES)
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 examining all of the Bidding Documents;
 - b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

IN WITNESS WHEREOF, I have her, Philippines.	reunto set my hand this day of, 20 at
B	Bidder's Representative/Authorized Signatory
of execution], Philippines. Affiant/s is/are pe by me through competent evidence of ident Practice (A.M. No. 02-8-13-SC). Affiant/s exl	Fore me this day of [month] [year] at [place resonally known to me and was/were identified tity as defined in the 2004 Rules on Notarial hibited to me his/her [insert type of government graph and signature appearing thereon with no.
Witness my hand and seal this day	of [month] [year].
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BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES) CITY OF				
	BID SECURING DECLARATION Project Identification No.: [Insert number]			
To: [Ir	nsert 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. follow	I/We understand that this Bid Securing Declaration shall cease to be valid on the ring 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.			

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity] Affiant

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month]

[Year] at [place of execution].

subscribed and sworn to before me this date execution], Philippines. Affiant/s is/are personally known me through competent evidence of identity as defined in (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/he identification card used], with his/her photograph and significant issued on at	on to me and was/were identified by the 2004 Rules on Notarial Practice or [insert type of government
Witness my hand and seal this day of [month	h] [year].
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Doc. No Page No Book No Series of	

REPUBLIC OF THE I	PHILIPPINES)
CITY OF) S.S.
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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 Page No Book No Series of

