

PHILIPPINES COAST GUARD COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND Coast Guard Base Farola, Mulle dela Industria, Binondo, Manila

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## REPAIR AND RENOVATION OF HEADQUARTERS COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND OFFICE OF THE DEPUTY CHIEF OF TRAINING STAFF FOR LOGISTICS, O/T4, OFFICE OF THE DEPUTY CHIEF OF TRAINING STAFF FOR COMPTROLLERSHIP, O/T6 AND 2ND FLOOR HEAD

Government of the Republic of the Philippines

Sixth Edition

11 July 2023

### **TABLE OF CONTENTS**

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

6.	Site Investigation Reports	22
7.	Warranty	22
8.	Liability of the Contractor	22
9.	Termination for Other Causes	22
10.	Dayworks	23
11.	Program of Work	23
12.	Instructions, Inspections and Audits	23
13.	Advance Payment	23
14.	Progress Payments	23
15.	Operating and Maintenance Manuals	24
Section	V. Special Conditions of Contract	. 25
Section	VI. Specifications	. 28
Section	VII. Drawings	. 35
Section	VIII. Bill of Quantities	. 60
	<b>IX. Checklist of Technical and Financial Documents</b> Er kmark not defined.	ror!

### 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 N



### Section I. Invitation to Bid



### PHILIPPINES COAST GUARD COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND Coast Guard Base Farola, Mulle dela Industria, Binondo, Manila

CGETDC-ITB No. 2023-07-010

### Invitation to Bid for REPAIR AND RENOVATION OF HEADQUARTERS COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND OFFICE OF THE DEPUTY CHIEF OF TRAINING STAFF FOR LOGISTICS, O/T4, OFFICE OF THE DEPUTY CHIEF OF TRAINING STAFF FOR COMPTROLLERSHIP, O/T6 AND 2ND FLOOR HEAD

- 1. The COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND through the General Appropriations Act (GAA) 2023 intends to apply the sum of One Million Seven Hundred Five Thousand Eight Hundred Fifty Eight Pesos and 09/100(PhP 1,705,858.09) being the ABC to payments under the contract for the Repair and Renovation of Headquarters Coast Guard Education, Training and Doctrine Command Office of the Deputy Chief of Training Staff for Logistics, O/T4, Office of the Deputy Chief of Training Staff for Comptrollership, O/T6 and 2nd Floor Head. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND now invites bids for the above Procurement Project. Completion of the Work is required within One Hundred Ten (110) calendar days from the date of receipt of the Notice to Proceed (NTP). Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "*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 **11 July 2023 to 31 July 2023** 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 *19 July 2023, 10:00 AM* at *Headquarters CGETDC, Coast Guard Base Farola Muelle dela Industria, Farola Compound Binondo 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 *31 July*, *10:00 AM* Late bids shall not be accep
- 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 *31 July*, *10:00 AM* 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 nondiscretionary 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 LTJG DINA MAE B HERRERA

Procurement Officer, CGETDC DCTS for Logistics, T4 Office Coast Guard Education, Training and Doctrine Command Coast Guard Base Farola, Muelle Dela Industria, Binondo Manila Contact Number: Cgetdc.logistics@coastguard.gov.ph

13. You may visit the following websites:

For	downloading	of	Bidding	Documents:	www.philgeps.gov.ph	and
www	.coastguard.gov	7 <b>.ph</b>				

11 July 2023

CG CAPT PAMELA DC DOLINA Chair, Bids and Awards Committee



## Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, *CGETDC*, wishes to receive Bids for the **Repair and Renovation of Headquarters Coast Guard Education**, **Training and Doctrine Command Office of the Deputy Chief of Training Staff for Logistics**, O/T4, Office of the Deputy Chief of Training Staff for Comptrollership, O/T6 and 2nd Floor Head, with identification number <u>CGETDC-ITB No. 2023 07-010</u>.

The details of this Procurement Project (referred to herein as "Project") are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The Government of the Philippines (GOP) through the General Appropriations Act (GAA) of 2021 in the amount of **One Million Seven Hundred Five Thousand Eight Hundred Fifty Eight Pesos and 09/100(PhP 1,705,858.09)** as the Approved Budget for the Contract (ABC).
- 2.2. The source of funding is General Appropriations Act (GAA) of 2021.

#### **3. Bidding Requirements**

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

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

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

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

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

#### 5. Eligible Bidders

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

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

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

#### 6. Origin of Associated Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on 19 July 2023, 10:00 AM at the CGETDC, Library/Conference Room, Coast Guard Base Farola, Muelle dela Industria, Farola Compound, Binondo, Manila and/or through videoconferencing/webcasting as indicated in paragraph 7 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**.



## PHILIPPINES COAST GUARD

**COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND** Coast Guard Base Farola, Mulle dela Industria, Binondo, Manila

### 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 <b>General Building Projects.</b>							
7.1	No portion of the contract shall be sub-contracted.							
10.3	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:							
	Classification	License Category	Size Range					
	General Building	C & D	Small B					
10.4	The key personnel mus below:	t meet the required	d minimum years of e	xperience set				
	Personnel	Total Years of Experience	Qualification	IS				
	1. Project Engineer	3	Civil Engineer with experience involving general building project					
	2. Sanitary Engineer	3		y Engineer with experience ng general building projects				
	3. General Foreman	3	3 Foreman with experience in general building projects					
	4. Electrical Engineer	3	Professional Electrica (PEE) or Registered Engineer (REE) with involving general build	Electrical experience				
	5. Plumber	3	Plumber with experience general building project	ce involving				
	6. Carpenter	3 Carpenter with experi involving general building proj						
	7. Mason	3 Mason with experience involvi general building projects						
	8. Painter	3	3 Painter with experience involving eneral building projects					
10.5	The minimum major eq	uipment requiremer	nts are the following:					
	Equipment	Capacity	y Number	of Units				
	Welding Machine		1					
	Power Tools		3					
	Service Vehicle		1					

12	Value Engineering is allowed.
15.1	<ul> <li>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</li> <li>a. The amount of not less than two percent (2%) of ABC or Thirty Four Thousand One Hundred Seventeen and 16/100 (PhP 34,117.16), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than five percent (5%) of ABC or Eighty Five Thousand Two Hundred Ninety Two Pesos and 90/100 Only (PhP 85,292.90), if bid security is in Surety Bond.</li> </ul>
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	<ul> <li>The bidder having the Lowest Calculated Bid (LCB)/Single Calculated Bid (SCB) shall submit the following additional licenses/permits within five (5) calendar days from the date of the receipt of the BAC notice:</li> <li>1. Environmental Compliance Certificate, and</li> <li>2. Certification that the project site is not within a geohazard zone</li> </ul>
21	<ul> <li>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):</li> <li>1. Construction schedule and S-curve,</li> <li>2. Manpower schedule,</li> <li>3. Construction methods,</li> <li>4. Equipment utilization schedule,</li> <li>5. Construction safety and health program duly approved by the Department of Labor and Employment, and</li> <li>6. PERT/CPM</li> </ul>



### PHILIPPINES COAST GUARD

COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND Coast Guard Base Farola, Mulle dela Industria, Binondo, Manila

## 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.



### PHILIPPINES COAST GUARD

**COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND** Coast Guard Base Farola, Mulle dela Industria, Binondo, Manila

## Section V. Special Conditions of Contract

## **Special Conditions of Contract**

GCC Clause	The Intended Completion Date is within <b>One Hundred Ten</b> ( <b>110</b> ) 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. Existing Utility Location
7.2	The warranty against Structural Defects and Failures shall cover a period of fifteen (15) years from final acceptance.
10	Day works 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	The amount of the advance payment is fifteen percent (15%) of the total contract price.
	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.
	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.
	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.

14	The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment. Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which operating and maintenance manuals of the required construction equipment, enumerated in the submitted list and conforming with the technical specifications provided in the Bidding Documents and Contract, are required is within fourteen (14) calendar days from the date of receipt of the NTP. The date by which "as built" drawings are required is within thirty (30) days
	from project completion. 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.



### PHILIPPINES COAST GUARD COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND

Coast Guard Base Farola, Mulle dela Industria, Binondo, Manila

### Section VI. Specifications

PROJECT TITLE : Repair and Renovation of Headquarters Coast Guard							
	Ec	lucation,	Training	and	Doctrine	Command	Office of the
	De	eputy Chie	ef of Train	ing S	Staff for L	ogistics, O/T4	4, Office of the
	De	eputy Chi	ef of Train	ning	Staff for	Comptrollers	ship, O/T6 and
	2n	d Floor H	lead				
LOCATION	:	CGBF,	MUELL	E	DELA	INDUSTRIA	A, FAROLA
COMPOUND BINONDO, MANILA							
OWNER	:	PHILIPF	PINE COA	ST (	GUARD		
PROJECT COST : Php 1,705,858.09							
SUBJECT	:	SCOPE	OF WORK	KS (S	UMMAR	Y) and GEN	ERAL NOTES

#### **SCOPE OF WORKS**

- 1. Conduct survey / inspection on the site of work and examine the premises to evaluate all existing conditions relative to the project.
- 2. Supply of labor, tools and equipment for the removal of dilapidated ceiling and tiles.
- 3. Supply of labor, materials, tools and equipment for the installation of mason works, as indicated in the plans and drawings.
- 4. Supply of labor, tools and equipment for the installation of new celling system use metal furring ceiling joist and Fiber Cement Board as ceiling board
- 5. Supply of labor, tools and equipment for the installation of new office partition dry wall, (metal stud and fiber cement board), verify location on plan.
- 6. Supply of labor, tools and equipment for the fabrication and installation of overhead laminated board cabinet with hydraulic hinges and aluminum finger edge door handle/pull.
- 7. Supply of labor, materials, tools and equipment for the installation of glazed floor tiles including filling of tile grout and installation of tile trim. (Location: office and Toilet).
- 8. Supply of labor, materials, tools and equipment for the installation of phenolic toilet partition with doors, complete with all the necessary accessories.

- 9. Supply of labor, materials, tools and equipment for the installation of plumbing and sanitary pipes & fixtures. Verify location on plan.
- 10. Supply of labor, materials, tools and equipment for the installation of aluminum frame sliding window, installation of steel door and Analoc swing door.
- 11. Supply of labor, materials, tools and equipment for the painting works. 3-coats on all surfaces (ceiling, partition and concrete surfaces).
- 12. Supply of labor. materials, tools and equipment for the application of cementitious waterproofing on the Second Floor Head flooring and wall.
- 13. Supply of labor, tools, materials and equipment for the installation of electrical wiring system. (ie Lighting, Power, and ACU's) Complete with all necessary piping and other incidentals.
- 14. 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.
- 15. Clearing and cleaning of all areas affected during the implementations of the project.
- 16. 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.operations@gmail.com. For NHQ -PCG monitoring purposes.

#### **SPECIFICATIONS**

#### 1. CARPENTRY AND JOINERY WORKS

a. Plywood shall be of good grade and made innated wood strips bonded 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.

#### 2. 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.

#### 3. MASONRY WORKS

a. Masonry/Hollow masonry units shall be 4" concrete hollow block, 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 be grade 33.

#### 4. SANITARY AND PLUMBING WORKS

a. All plumbing/sanitary materials and fixtures must be of good quality and standards, American Standard and others with equivalent quality.

b. The soil and drainage pipes shall not be embedded within the concrete slab. Hence, the horizonal pipes beneath the concrete slab shall have a minimum distance of 0.30 meters from the bottom surface of slab with appropriate slope.

c. The installed pipes shall undergo air pressure test of water test to verify the possible leakages.

d. Leakages must be avoided.

e. The Plumbing works must conform to the National Plumbing Code of the Philippines

#### 5. PAINTING WORKS

a. 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.

b. Surface Examination - No painting shall be done under conditions, which will jeopardize the quality or appearance of painting or finishing.

c. Preparation - All surfaces shall be in proper condition to receive the finish. All woodwork shall be sandpapered to smooth and finished dusted clean; all knotholes, pitch pockets, or sappy portions shall be shellacked or sealed with wood filler. Nail holes' cracks or defects shall be carefully puttied after the first coat. Matching the color paint or stain, all imperfection in plaster shall be filled with patching. Compound and smoothened off to match adjoining surfaces.

#### 6. WATERPROOFING

a. Cementitious water proofing and its accessories shall be known quality and of known brands with good quality and durability. One brand shall be used in the entire job.

b. Application of waterproofing in a proper and as advised based on the product application.

#### 7. WOOD PRESERVATIVES

a. All concealed lumber shall be sprayed or applied with anti-wood termites.

b. Surface in contact with masonry or concrete must be coated with creosote or equivalent.

#### 8. DOORS AND WINDOWS

a. Installation of Painted Doors with Door Jamb, Hinges and Accessories.

b. Installation of Window based of the drawing and accessories.

c. The CGIDS must first be consulted after for the preferred color scheme. No painting job shall be done unless it has met the approval of the CGIDS.

#### 9. STEEL WORKS

a. Metal furring shall be 1" x 3" x 3 meter with a thickness of 1.20 mm which is fastened properly by blind rivets with a size of 1/2" × 3/8"

#### 10. ELECTRICAL WORKS

#### a. WIRES AND CABLES (One Brand Only)

- THW - for all feeders and sub-feeders

- THHN - for all branch circuits

- TW for all ground wires
- BCW for earthing

L1 = Red; L2 = Black; Gnd = Green

#### b. PIPES AND FITTINGS (One Brand Only)

- PVC - for all embedded installations

- IMC - for all exposed installations

- LQT Flex Metallic Conduit - for elbows and off-sets

#### C. BOXES, CABINETS AND ENCLOSURES

-Cabinets and Enclosures -Ga #16 Galvanized, Powder-Coated, Paint Finished

- Panel Boards and CB enclosures - Ga #16 Galvanized, Powder-Coated, Paint finished,

- Surface mounting type.

#### d. CIRCUIT BREAKERS

- One Brand only, per approved catalogues.

#### 11. 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.

#### **GENERAL NOTES:**

1. This simplified scope of works and the specifications are prepared in a concise manner whin. 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 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 er the contractor.

7. Submission of complete six (6) sets of as-built plans of the project, signed and sealed, indicating all measurements and details. Project warranty (1-year) shall take effect upon actual acceptance of the completed project.

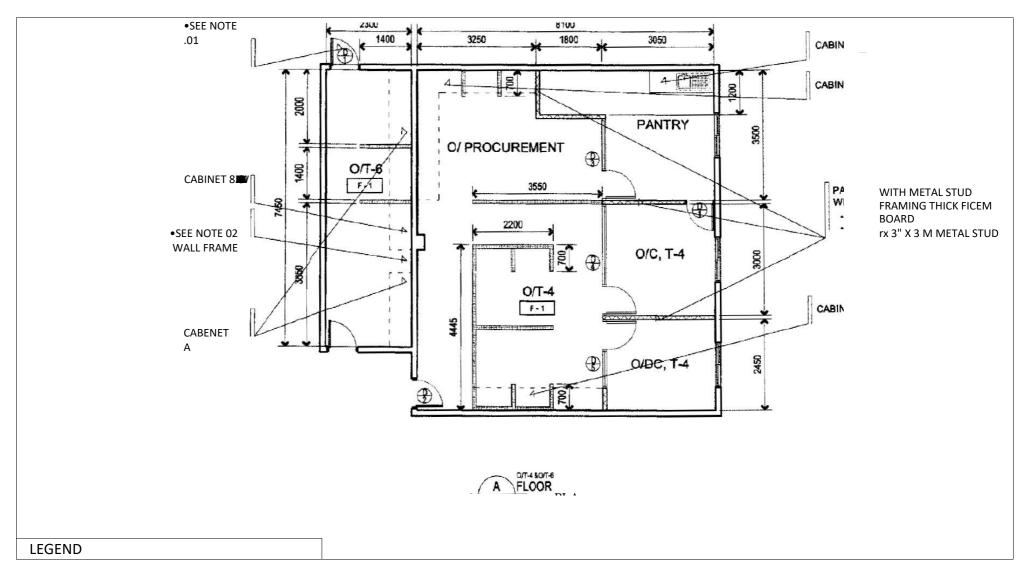
8.The contractor shall undertake/furnish all the necessary items, materials, tools, equipment, labor, plants, appliances, methods and all operations that may be needed and other incidentals for the satisfactorily completion of the Repair & Renovation of HCGETDC Office O/T-4, O/T6 And Head.

10. The project shall be completed within 110 days and commence upon accept of notice to proceed.

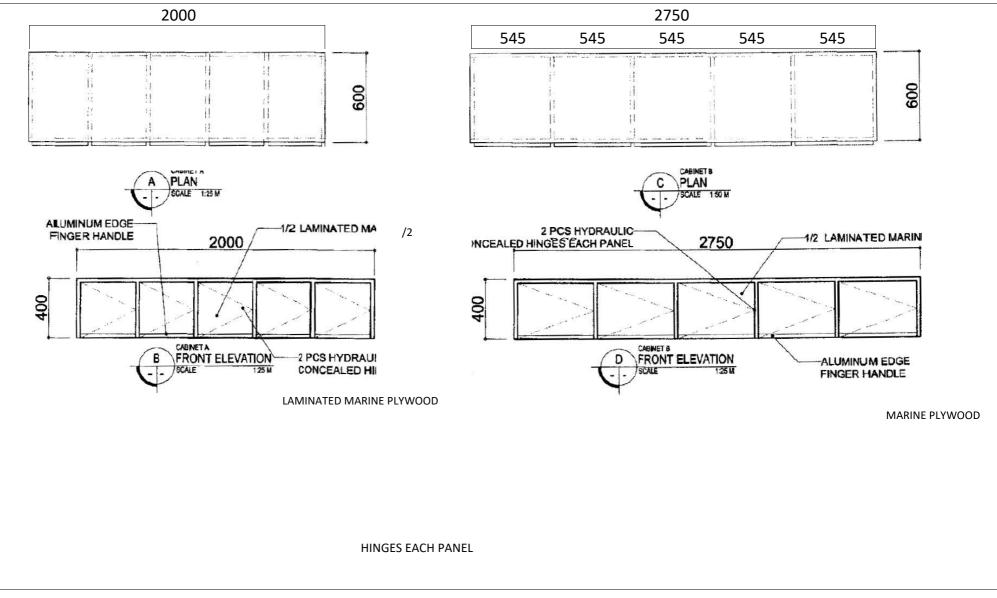
### **TECHNICAL SPECIFCATIONS**

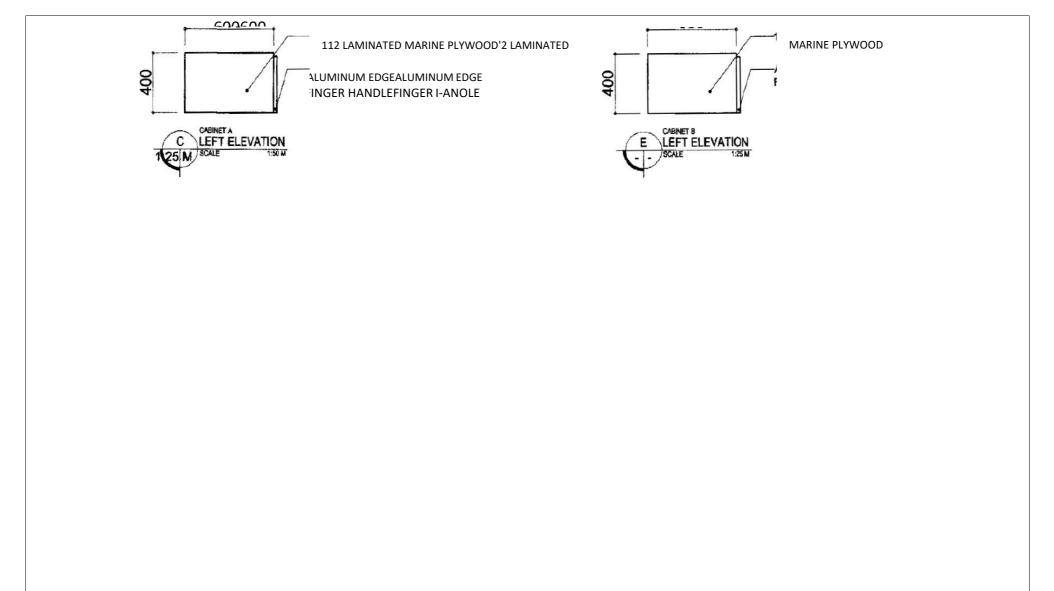
# Section VII. Drawings

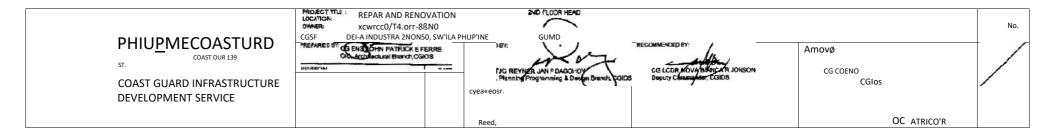
(Refer to Annex I for Complete Set of Plans)

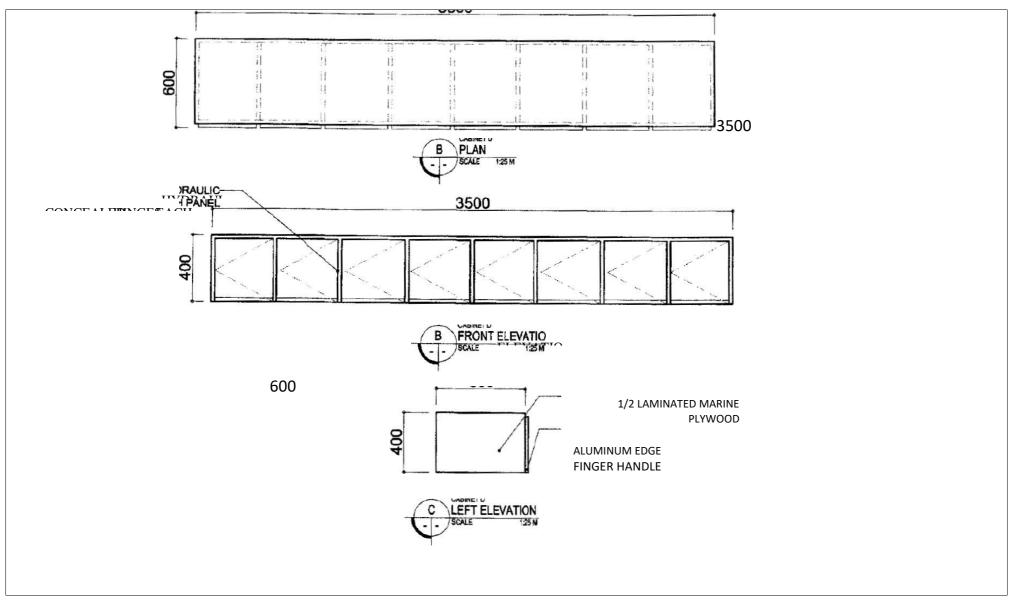


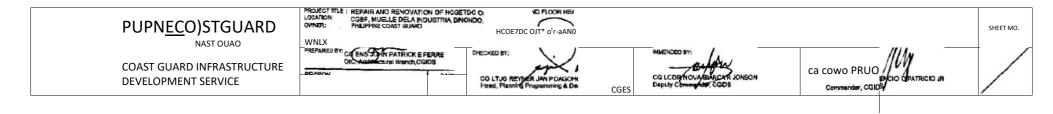
1400 MM HEIGHT PRE FABRICATED MODULAR	-
PARTITION	NOTE
FLOOR	(1) CONSIDER THE FIRE EXIT DOOR IN COMPLIANCE ON FRE CODE OF n-IE PHILIPPINES
eo CM X 60 Cu GLAZED HOMOGENOUS TILES	(2) CONSIDER ON REPLACING THE EXISTING DRY STANDPIPE HOSE FOR FIRE SAFETY OF THE OFFICE SPACE
	THE DRY STANDPI PE MUST BE ACCESSIBLE AT ALL TIMES, FREE FROM ANY OBSTRUCTION AND WITH SIGNAGE
	PROJECTITLE : REPAIR AND RENOVATION OF HCGETDC 0/T-4, O/T-4 AND 2ND FLOOR HEAD SUCCITOR. CGBF, MUELLE DELA INDUSTRIA, BINONDO, MANIHA OWNER: PHUMPINE COMST GUARD
GUARD	PREVARED BY: CG EXIS CONTPATRICK & FERRE OIC, Abbittochiral Brandi, CGIDS CG LTJG REYNER, JAN PDACCH Head, Panning Programming & Den CG LCDR NOVA BANGAR JOKSON Deputy Commender (CGIDS
COAST GUARD INFRASTRUCTURE DEVELOPMENT SERVICE	IDS CC CO-MY-O PRU C PATRICIO 'R

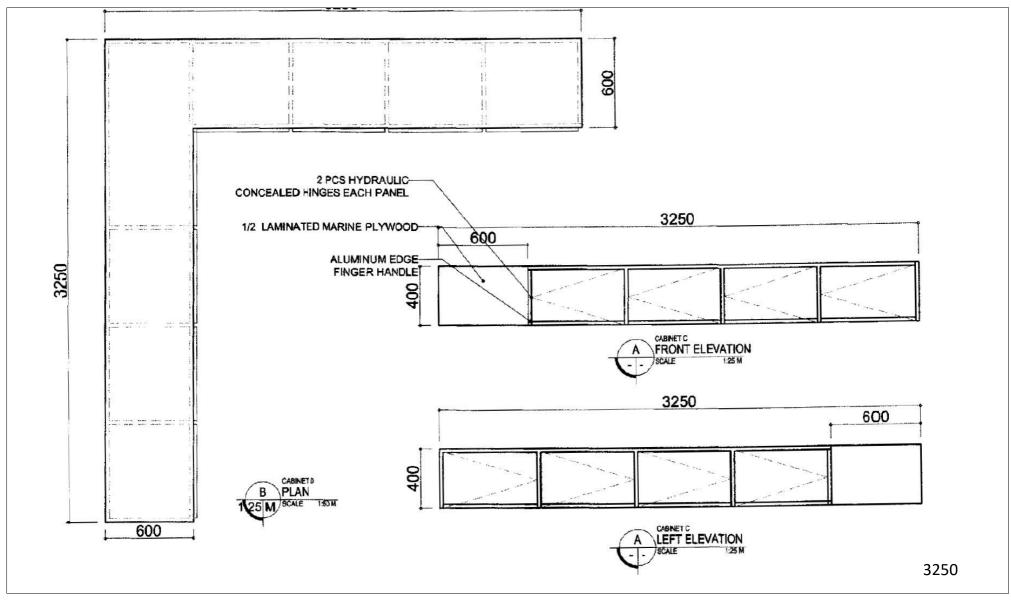




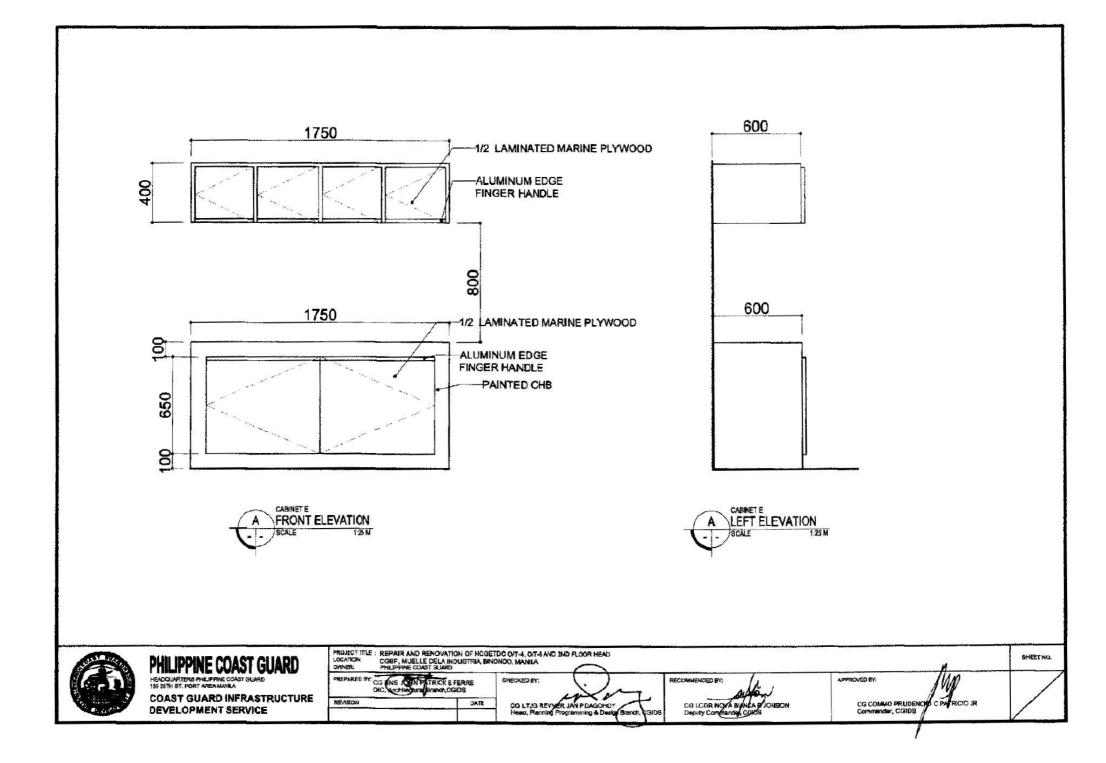


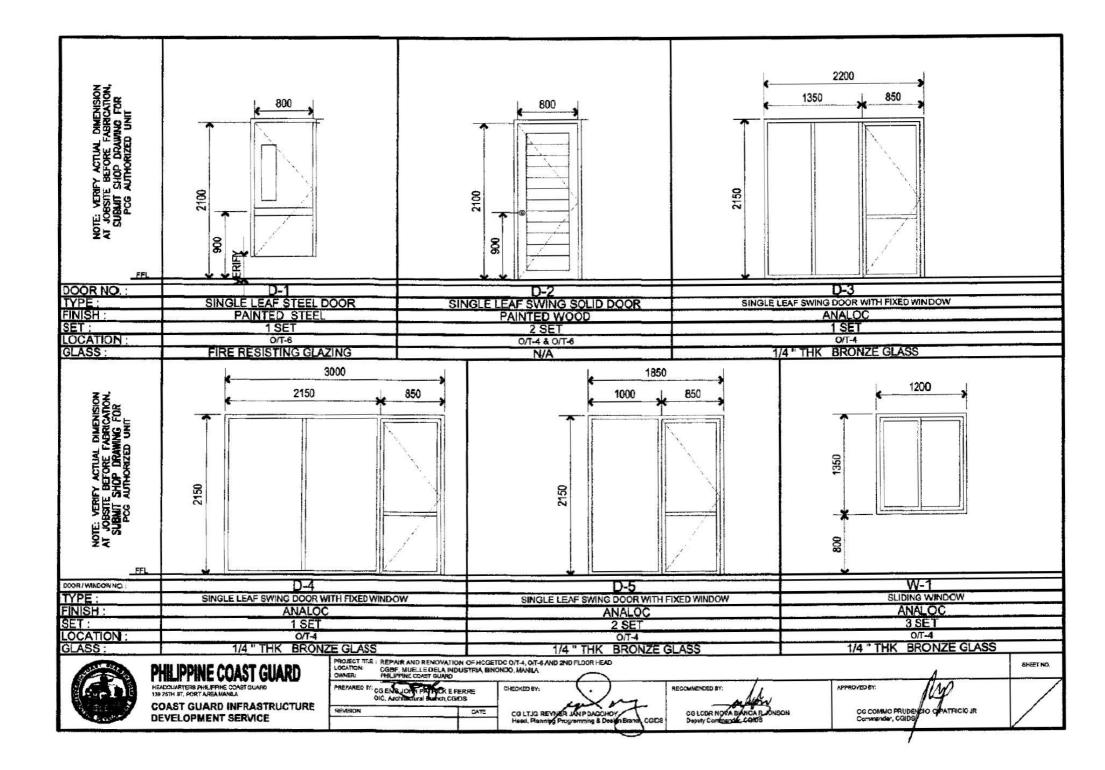


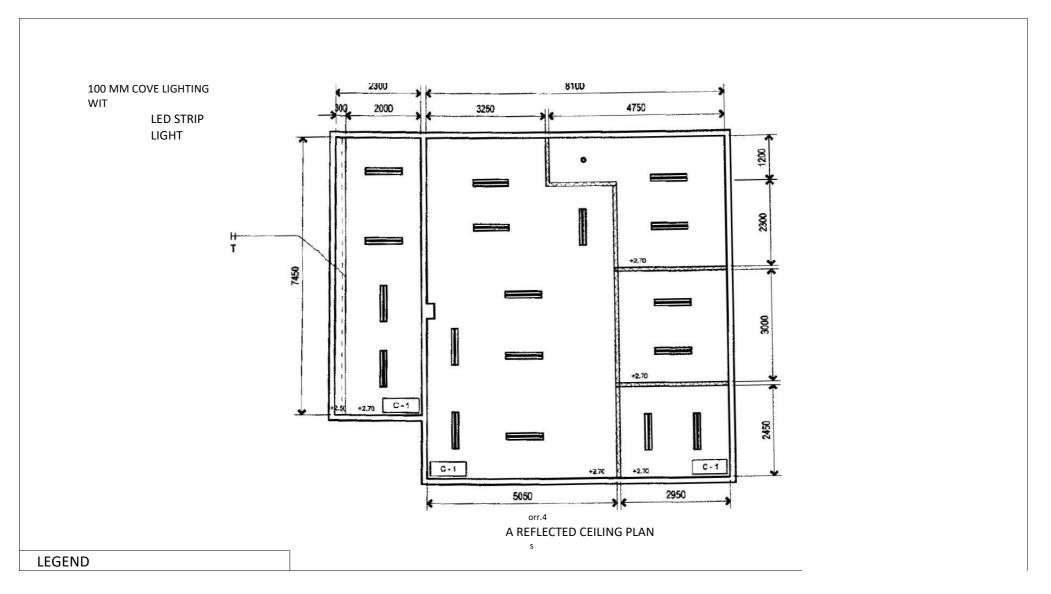




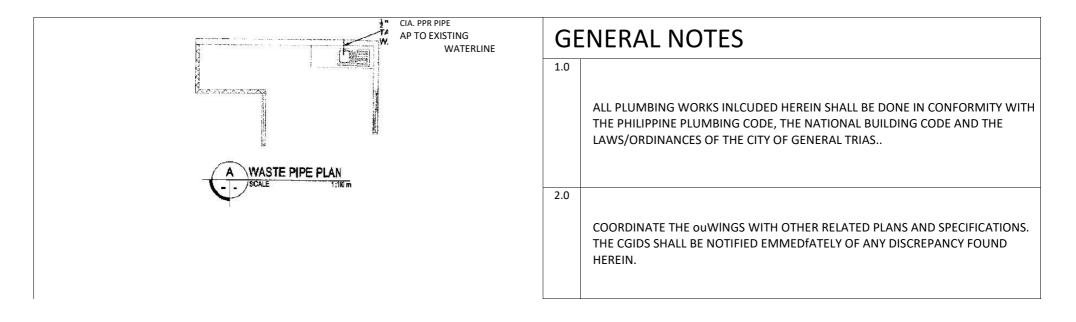
PHUPPNECOASTURD	PROJECT TITLE : REPAIR AND RENOVATION OF HOGE LOCATION COBF. MUELLE DELA INDUSTRIA, BIN OWNER: PHILIPPINE COAST GUARD					SHEET
eoA3t aUBÆ st MFA	PREPAREO ST: COLENS JA IN PATRICK & FERRE	CHECKED BY	RECOMMENDED BY:			
COAST GUARD INFRASTRIETURE DEVELOPMENT SERVICE	OATE	CG LTJC REVIER JAN POAGOHOY Head, Planning Programming & Design Branch, CGIDS	CG LCDR HOVA BUDICAR TO Deputy Commander COIDS *EON	CG COWO PRU Coe-w.rw«, CGI'S	TRIQO JR	/

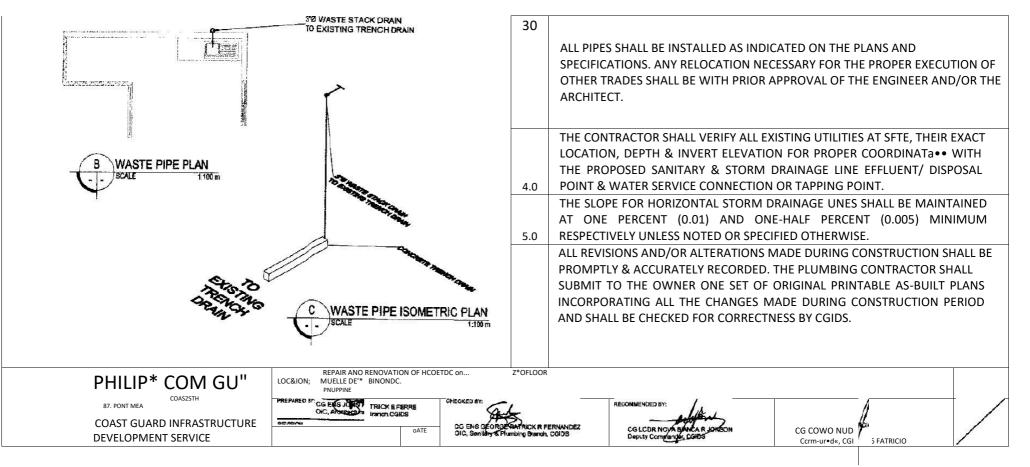


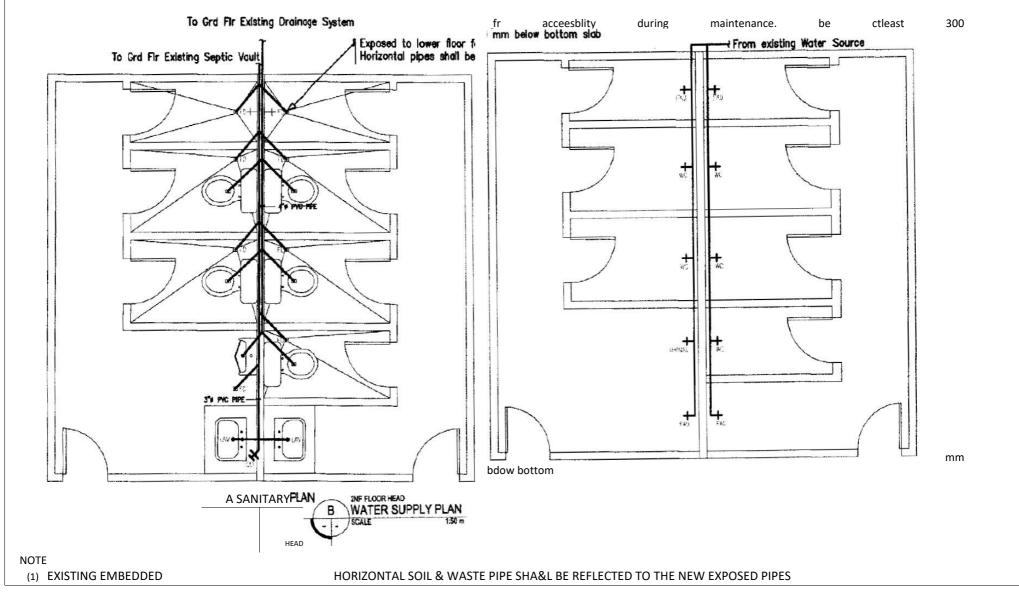




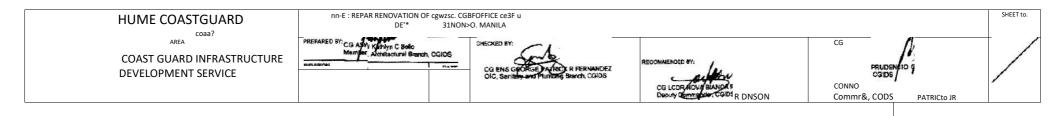
CEILING		
PAINTED FIBER CEMENT BOARD Metal Furring (19mm x 50mrT1 0.8mm thickness) Canying Channels (12mm x 38mm, 0.7mm thckness)		
PHIUPPNECOXSTGUARD HE-ALÄJAR7ER8 CC*ST	PROJECT THE : REPAIR REPAIR AND RENOVATION OT 4, 01-6 AND 2ND PLOOR HEAD LOOMOOK: COBE OWNER: PHILIP OF HCGETOC D, MANELA M"ELLE DEL <sup>*</sup> INNS-RIA. NNONM, PHUPPY'E coasy	*EET
COAST GUARD INFRASTRIETURE DEVELOPMENT SERVICE		
	Can-rrørÉa. CGI	







(2) TO GIVEAWAYS THE NEW OUTLET OF SOIL & WASTE PIPE TO THE EXPOSED PIPES, THE CONCRETE SLAB SHALL BE CORED BENEATH THE TERMINATION OF PIPES TO THE SLAB WITH CORING MACHINE



C S., 1200 - 3-2000 3500 . \* SPope 1400 0 r 0 Sn 7450 1450 . 9150 9148 n 000E 3850 m **Tol** 2450 

3250

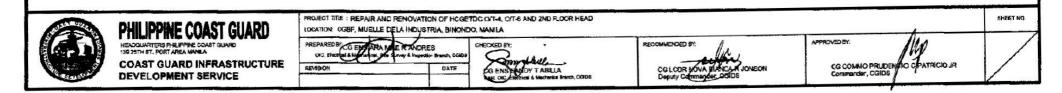
2300

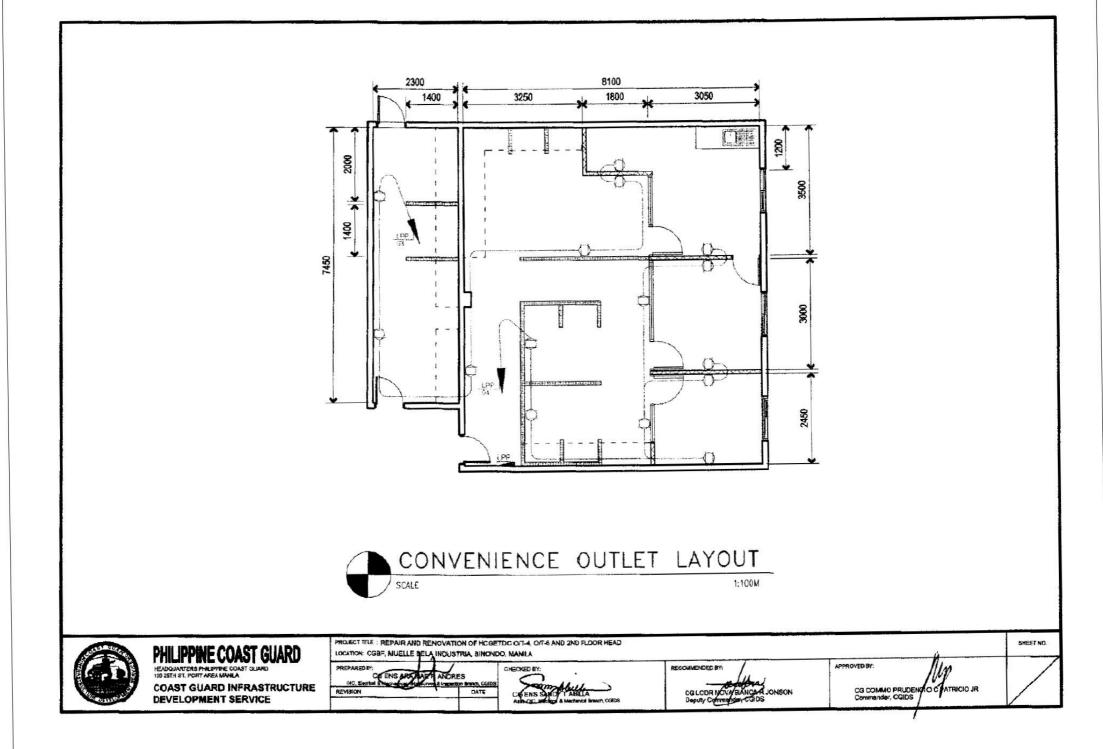
8100

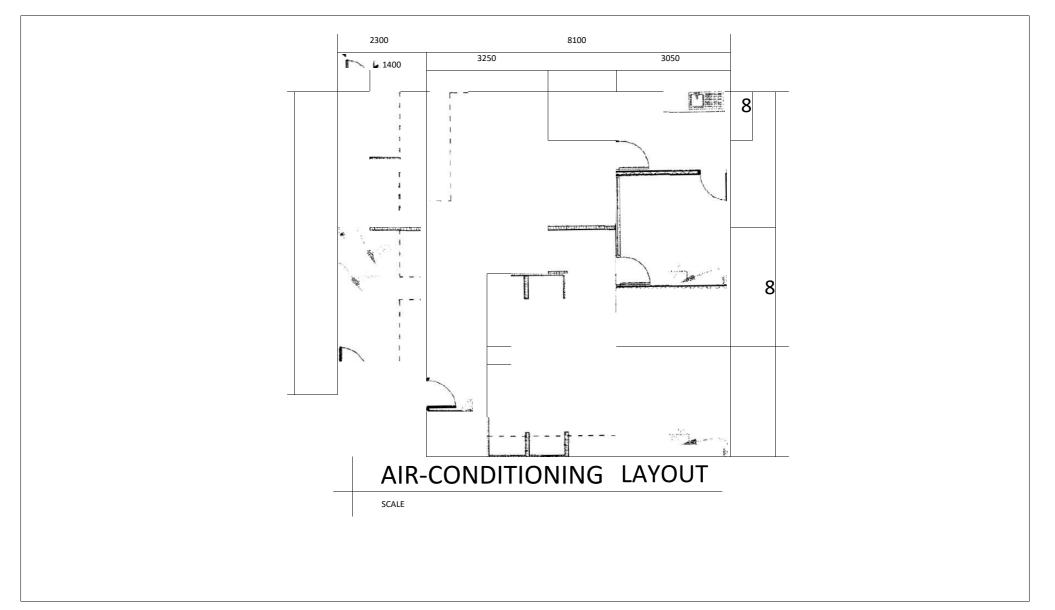
1800

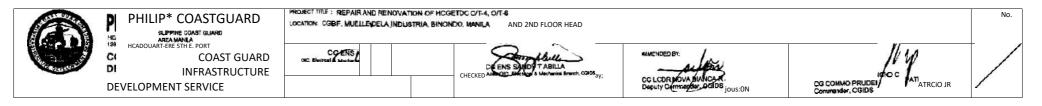
3050

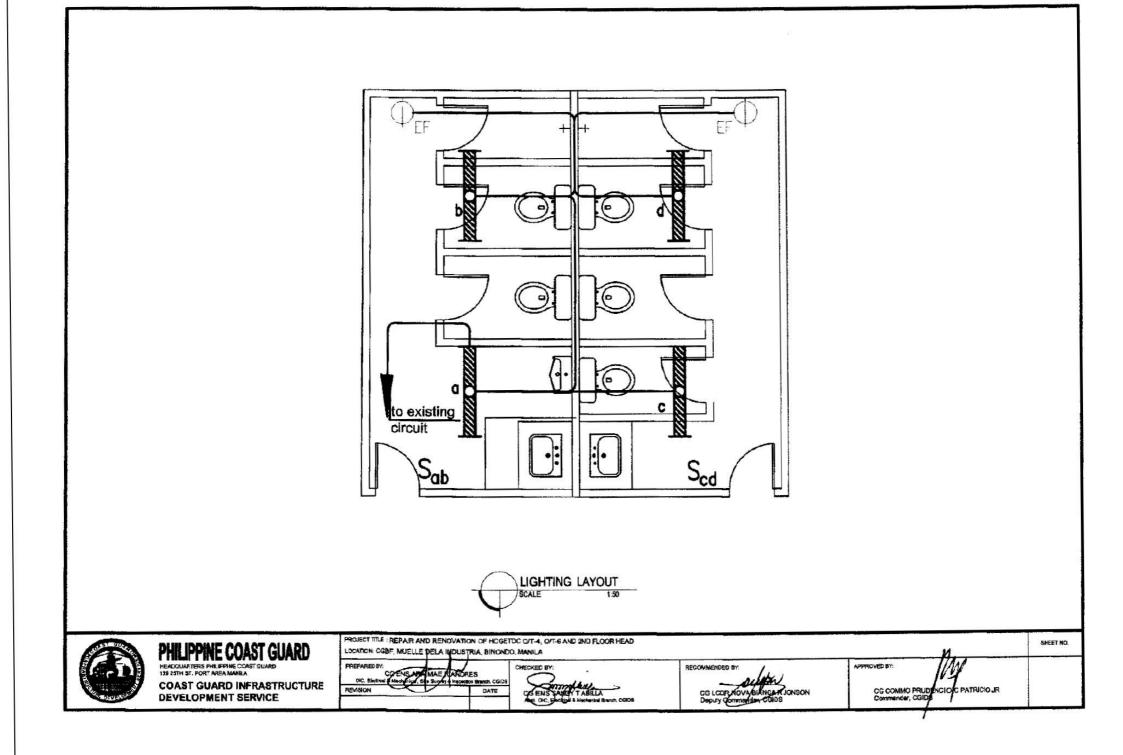












### Section VIII. Bill of Quantities

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

PROJECT TITLE: REPAIR AND RENOVATION OF HCGETDC O/T-4, O/T-6 AND 2ND FLOOR<br/>HEADLOCATION: CGBF, MUELLE DELA INDUSTRIA, FAROLA COMPOUND, BINONDO MANILA

OWNER : PHILIPPINE COAST GUARD

ITEM NO	DESCRIPTION	QTY	UNIT	MATERIAL COST	AMOUNT
I	DEMOLITION WORKS				
01	Removal of Dilapidated Ceiling System	92.37	sq.m	P	
02	Removal of Dilapidated Tiles	154.8	sq.m		
	Sub - Total I				
II	CARPENTRY WORKS				
	Hanging Cabinet			P	
01	Cabinet Surface Area	42.90	sq.m.		
02	Laminated 3/4" Thk Plywood	16	sht		
03	Soft Close Hydraulic concealed hinges	31	pair		
04	Door pull/handle	31	pcs		
	Wood Screw	5	box		
05	Edging	150	mtrs		
	Sub - Total II				
ш	TILE WORKS				
	Office			₽	
01	Floor Area	68.92	sq.m.		
	Toilet				
02	Floor Area	28.60	sq.m.		

03	Wall Area	57	sq.m.		
	Sub - Total III				
IV	DOORS AND WINDOWS				
01	.80X2.10 Single Leaf Steel Door (D1)	1.68	sq.m.	₽	
02	.80X2.10 Single Leaf Swing Solid Door Painted	3.36	sq.m.		
	Wood (D2)				
03	Single Swing Door w/ Fixed Window Analoc (D3)	4.73	sq.m.		
04	Single Swing Door w/ Fixed Window Analoc (D4)	6.45	sq.m.		

ITEM NO	DESCRIPTION	QTY	UNIT	MATERIAL COST	AMOUNT
05	Single Swing Door w/ Fixed Window Analoc (D5)	7.95	sq.m.		
06	Sliding Window (W1)	4.86	sq.m.		
	Toilet				
07	.80X2.10 Single Leaf Swing Solid Door Painted	2.52	sq.m.		
	Wood (D2)				
	Sub - Total IV				
v	CEILING WORKS AND PARTITION WALL				
01	Ceiling Area	92.37	sq.m.	₽	
02	Partition Wall	55.72	sq.m.		
	Toilet				
03	Phenolic Taoilet Partition	40.40	sq.m.		
04	Ceiling Area	28.60	sq.m.		
	Sub - Total V				
VI	PLUMBING WORKS				
	Pantry Sink			₽	
01	Sanitary Pipes (sink office)	4	pcs		

02	Kitchen Sink	1	set
03	Kitchen Faucet	1	set
	Toilet and Bath		
02	Water Closet	5	set
03	Lavatory	2	set
04	Urinal	1	set
05	Floor Drain	8	set
06	Faucet	4	set
07	Sanitary Pipes	20	pcs
08	2" Elbow	21	pcs
09	4" Elbow	16	pcs
10	4"x2" Wye	11	pcs
11	4"x4" Wye	13	pcs
12	2" Clean Out	2	pcs
13	4" Clean Out	2	pcs
14	2" P-Trap	11	pcs
15	3"x3" Wye	3	pcs
16	3"x3" 1/8 Bend	3	pcs
17	2" PVC Pipe	3	pcs
	Vent		
	2"x4" Tee	2	pcs
	2"x3" Tee	2	pcs
	2"x4" Reducer	2	pcs

ITEM NO	DESCRIPTION	QTY	UNIT	MATERIAL COST	AMOUNT
	Miscellaneous				
	Coring Machine Rental	1	рс		
	Sub - Total VI				
VII	PAINTING WORKS				

01	Concrete Wall Area	142	sq.m.	₽	
02	Ceiling Area & Partition Area	148	sq.m.		
	Toilet and Bath				
03	Ceiing Area and Concrete Area	50.56	sq.m.		
	Sub - Total VII				
VIII	WATERPROOFING				
	Toilet and Bath			₽	
01	Cementitious Waterproofing	41	sq.m.		
	(Flooring and Wall area 0.50 meters from floor)				
	Sub - Total VIII				
IX	ELECTRICAL WORKS				
	SRUCTURE 2&4 WIRES AND CABLES THHN			₽	
	(Branch Circuits)				
01	3.5 mm2 Cu Cond Strnd	3	rolls		
02	5.5 mm2 Cu Cond Strnd	1	roll		
	PIPE AND FITTINGS PVC PIPES				
03	20 mm Ø x 3m	55	lgths		
04	One - Way , One-Gang Switch	1	set		
05	One - Way , Two-Gang Switch	10	sets		
06	One - Way , Three-Gang Switch	1	set		
07	One - Gang Convenience Outlet	2	sets		
08	Duplex Conv Outlet	15	sets		
	LIGHTING FIXTURES				
09	2x18W LED FF (Surface Mount)	16	sets		
10	1x18W LED FF (Box Type)	4	sets		
11	1x12W LED Downlight with Square Glass Cover	6	sets		
12	Emergency Light	1	set		
	BOXES AND CONDULETS				

13	4 x 4 Ga#14 J Box with Cover	32	pcs	
14	4 x 4 Ga#14 Utility Box	25	pcs	
	MISCELLANEOUS AND HARDWARES			
16	Electrical Tape	1	roll	
17	Hacksaw Blade	2	pcs	
18	Ga #14 GI Pull Wire	1	kg	
19	PVC Cement , 400 cc	1	can	
20	5mm x 300mm Cable Ties	1	pack	
	Sub - Total IX			
	GRAND TOTALS			

## Section IX. Checklist of Technical and Financial Documents

### **Checklist of Technical and Financial Documents**

Each Bidder shall submit one (1) original and six (6) 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;

#### BIDS AND AWARDS COMMITTEE (BAC) COAST GUARD EDUCATION, TRAINING AND DOCTRINE COMMAND

- 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.

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

Legal Documents

Valid and updated Philippine Government Electronic Procurement Syste (PhilGEPS) Certificate of Registration and Platinum Membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184, if registered under the Platinum category; Provided that all of the eligibility documents submitted to PhilGEPS are maintained and updated;

#### OR

In case any of the eligibility documents submitted to PhilGEPS is not updated, combination of a PhilGEPS Certificate of Registration and Platinum Membership, with any of the valid/updated Class "A" Eligibility Documents shall be submitted:

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; **AND/OR** 

2. Valid Mayor's 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.

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184; **AND/OR** 

- 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/OR**
- 4. Audited Financial Statements (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.

#### OR;

In lieu of the PhilGEPS Certificate of Registration and Platinum Membership. bidders shall submit all of the proceeding valid and/or updated Class "A" Eligibility Documents; Provided that the bidder having the LCB/SCB submit/s a valid and updated PhilGEPS Platinum Certificate of Registration and Membership within five (5) calendar days from receipt of the BAC notice of the LCB/SCB during the post-qualification process

- 1. SEC Registration Certificate for corporations, partnerships and/or joint ventures, DTI Registration Certificate for sole proprietorship, or CDA Registration Certificate for cooperatives;
- 2. Valid Mayor's 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.

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184;

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. 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.
- (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 One Million Five Hundred Eighty Thousand Four Hundred Nine Pesos and 05/100 (PhP1,580,409.05)

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

or

- b) Contact Details (telephone/fax/cellphone number and/or email address)
- □ (h) Philippine Contractors Accreditation Board (PCAB) License;

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:

a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;	c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance
b) Bank draft/ guarantee or	Commission authorized to issue said security specific for the
irrevocable letter of credit issued by a Universal or Commercial	project
Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial	[at least Five Percent (5%) of the ABC]
Bank, if issued by a foreign bank	
[at least Two Percent (2%) of the ABC]	
PhP 34,117.16	Php 85,292.90

<u>OR;</u>

Original copy of Notarized Bid Securing Declaration; and

 $\Box$  (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

#### Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- ☐ The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) which must be at least to the ABC amounting **One Million Seven Hundred Five Thousand Eight Hundred Fifty Eight Pesos and** 09/100(PhP 3,865,244.41)

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

NFCC = [(Current assets minus current liabilities) (15)] 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

 $\Box$  (l) If applicable, a duly signed joint venture agreement (JVA)

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

In case any of the eligibility documents submitted to PhilGEPS by any of the partners of the joint venture is not updated, a combination of a valid PhilGEPS Certificate of Registration and Platinum Membership, with any of the valid/updated Class "A" Eligibility Documents shall be submitted:

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;

- 2. Valid Mayor's 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; and
- 4. AFS, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

In the event that one of the partners of the joint venture does not have a valid and updated PhilGEPS Certificate of Registration and Platinum Membership, then it shall submit the following eligibility documents:

- 1. SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
- 2. Valid Mayor's 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; and
- 4. AFS, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

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.

 $\Box$  (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

- $\Box$  (e) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
- ☐ (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
- $\Box$  (g) Cash Flow by Quarter.

### Section X. Bidding Forms TABLE OF CONTENTS

BID FORM	41
CONTRACT AGREEMENT	45
Omnibus Sworn Statement	48
BID SECURING DECLARATION	50
STATEMENT OF ALL ON-GOING CONTRACTS	53
STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT	54
NFCC COMPUTATION	55
PERFORMANCE SECURING DECLARATION	56
DIAGRAM FOR THE SEALING AND MARKING OF BIDS	58

## **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 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 guidelines<sup>1</sup> 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

<sup>&</sup>lt;sup>1</sup> currently based on GPPB Resolution No. 09-2020

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- 1. 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 conform thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>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.</u>

- 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 (Revised)**

[shall be submitted with the Bid]

#### **REPUBLIC OF THE PHILIPPINES )**

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

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

#### 1. [Select one, delete the other:]

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

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

#### 2. [Select one, delete the other:]

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

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

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

#### or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

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

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully 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 hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ at \_\_\_\_\_\_, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

#### **BID SECURING DECLARATION FORM**

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

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

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 Com	mission
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	Date of	Contract	Owner's	Contact	Nature of	Percentages of	Estimated	Total	Value of
the	the	Duration	Name and	Person	Work	Planned and Actual	Completio	Contract	Outstanding
Contract	Contract	Durution	Address	and	and	Accomplishments	n Date	Value at	Works
contract	contract		11441055	Contact	Contractor's		n Duite	Award	,, or the
				Details	role (whether				
				(Tel./Cel	sole				
				1 No.	contractor,				
				and/or	subcontractor,				
				Email	or partner in a				
				Address)	JV) and				
				,	percentage of				
					participation.				
Governm	nent Cor	tracts:							
<b>D</b> : (4)									
Private (	Contracts	3:	r	r		r		r	
	•	•	•	•	•		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*)

# <u>NOTE:</u>

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*)

# **Performance Securing Declaration (Revised)**

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_ ) S.S.

# 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 for the first offense, or two (2) years <u>for the second offense</u>, 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 revised 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 OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

# [Jurat]

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

Doc. No	
Page No	
Book No.	
Series of	

# DIAGRAM FOR THE SEALING AND MARKING OF THE BID ENVELOPES

