

PHILIPPINE BIDDING DOCUMENTS

Proposed Site Development and Improvement of One (1) Storey Library Hub Building

PBD-2025-10-138:

Government of the Republic of the Philippines

October 25, 2025

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Invitation to Bid for

PBD-2025-10-138: Proposed Site Development and Improvement of One (1) Storey Library Hub Building

1. The ***Department of Education Digos City Division***, through the ***Calendar Year (CY) 2024 Basic Education Facilities Funds (BEFF) – Batch 1 (Utilization of Generated Savings)*** intends to apply the sum of **One Million One Hundred Seventy-Four Thousand Five Hundred Nineteen Pesos and Twenty-One Centavos (PhP 1,174,519.21)** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Project No. 25-10-138: Proposed Site Development and Improvement of One (1) Storey Library Hub Building***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***Department of Education Digos City Division*** now invites bids for the above Procurement Project. Completion of the Works is required **45 Calendar Days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from ***DepEd, Digos City Division Office*** and inspect the Bidding Documents at the address given below from **8:00-12:00 to 1:00-5:00 pm**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **October 25 to November 7, 2025** from given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.
6. The ***Department of Education Digos City Division*** will hold a Pre-Bid Conference¹ on **November 3, 2025 (1:30 PM)** and/or through videoconferencing/webcasting via Google meet with link: meet.google.com/vzj-ntfp-bap at **Conference Hall, Digos City Division**, 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 **November 7, 2025 at 10:00 AM**. Late bids shall not be accepted.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
9. Bid opening shall be on **November 7, 2025 at 10:00 AM** at the **Conference Hall, Digos City Division Office, Digos City** and/or through Google meet link: meet.google.com/ssw-yfep-hem. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Department of Education Digos City Division** 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/s.
11. For further information, please refer to:

PETER-JASON C. SENARILLOS
BAC Head Secretariat
DepED, Digos City Division Office
Cor. Roxas & Lopez Jaena Sts, Digos City
082-553-8396/ 082-553-8376/09628878599
peter.senarillos@deped.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <https://depeddigoscity.org/bid-invitation>

Date of Issue: October 25, 2025


MARIA GENEVIEVE T. FRANCISQUETE, EdD
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Education Digos City Division** invites Bids for the ***Proposed Site Development and Improvement of One (Storey) Library Hub Building***, with Project Identification Number: ***PBD-2025-10-138***.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for ***Calendar Year (CY) 2024 Basic Education Facilities Funds (BEFF) – Batch 1 (Utilization of Generated Savings)*** in the amount of **One Million One Hundred Seventy-Four Thousand Five Hundred Nineteen Pesos and Twenty-One Centavos (PhP 1,174,519.21)**.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in **paragraph 6** of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.1.2 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.
- 10.1.3 A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.1.4 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**.
- 10.1.5 A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

- 14.2 Payment of the contract price shall be made in:

a. Philippine Peso

15. Bid Security

- 15.1 The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2 The Bid and bid security shall be valid until *six (6) months from the opening of the bid*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit **three (3) copies** of the first and second components of its Bid (**1st – Original, 2nd – Copy 1, and 3rd – Copy 2**).

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.

18.2 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.

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

19. Detailed Evaluation and Comparison of Bids

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

19.2 If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: a) Proposed Site Development and Improvement of One (1) Storey Library Hub Building b) Completed within five (5) years from the date of submission and receipt of bids. c) Construction/Repair/Rehabilitation/Restoration of Buildings																		
10.3	PCAB License – Small B is required for the type and cost of project to be bid. REQUIRED PCAB LICENCE CY 2024 BEFF – UTILIZATION OF BALANCE ALLOTMENT “Proposed Site Development and Improvement of One <u>Storey</u> Library Hub Building” at DIGOS CITY NATIONAL HIGH SCHOOL MINIMUM REQUIRED PCAB LICENCE <table><tr><td>a. SIZE RANGE</td><td>Small B</td></tr><tr><td>b. LICENSE CATEGORY</td><td>C & D</td></tr><tr><td>c. LARGEST SINGLE PROJECT</td><td>≤ 15 Million</td></tr><tr><td>d. ALLOWABLE RANGE OF CONTRACT COST</td><td>Up to <u>Php</u> 30 Million</td></tr><tr><td>e. MAJOR & SIMILAR PROJECT CATEGORIES</td><td>Construction, Repair, Rehabilitation, or Restoration of Buildings</td></tr></table> BIDS AND AWARDS COMMITTEE	a. SIZE RANGE	Small B	b. LICENSE CATEGORY	C & D	c. LARGEST SINGLE PROJECT	≤ 15 Million	d. ALLOWABLE RANGE OF CONTRACT COST	Up to <u>Php</u> 30 Million	e. MAJOR & SIMILAR PROJECT CATEGORIES	Construction, Repair, Rehabilitation, or Restoration of Buildings								
a. SIZE RANGE	Small B																		
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e. MAJOR & SIMILAR PROJECT CATEGORIES	Construction, Repair, Rehabilitation, or Restoration of Buildings																		
10.4	The key personnel must meet the required minimum years of experience set below: <table><tr><th>Key Personnel</th><th>General Experience</th><th>Relevant Experience</th></tr><tr><td>Site/Construction Supervisor</td><td>3</td><td>2</td></tr><tr><td>Safety Officer</td><td>3</td><td>2</td></tr><tr><td>General Foreman</td><td>3</td><td>2</td></tr><tr><td>Skilled Workers</td><td>3</td><td>2</td></tr><tr><td>Electrician</td><td>3</td><td>2</td></tr></table> The General Experience means total years of civil works experience (of any nature of construction [and engineering consultancy services]). If a proposed key personnel is an employee of the bidder and working on another project during the bidding and implementation/construction of this project, the bidder shall submit a certification that: (1) the key personnel concerned shall be pulled-out from said on-going/another project once the bidder is awarded this project; or (2) the key personnel concerned shall be replaced with a personnel of equal or better qualifications, subject to the approval of the authorized Engineers of the Procuring Entity.	Key Personnel	General Experience	Relevant Experience	Site/Construction Supervisor	3	2	Safety Officer	3	2	General Foreman	3	2	Skilled Workers	3	2	Electrician	3	2
Key Personnel	General Experience	Relevant Experience																	
Site/Construction Supervisor	3	2																	
Safety Officer	3	2																	
General Foreman	3	2																	
Skilled Workers	3	2																	
Electrician	3	2																	

Specifically:

KEY PERSONEL MINIMUM WORK EXPERIENCE
CY 2024 BEFF – UTILIZATION OF BALANCE ALLOTMENT
“Proposed Site Development and Improvement of One Storey Library Hub
Building”
at DIGOS CITY NATIONAL HIGH SCHOOL

Personnel	Min. No.	Job Description	Work Experience
Site / Construction Supervisor (Architect, Engineer)	1	Full time from initiation of site mobilization activities up to final acceptance of the works	Duly licensed to practice their respective professions, with at least three (3) years experience in their field of specialization
Safety Officer	1	Full time	The Contractor shall put up and continuously maintain adequate safety measures that shall prevent undue loss, damages and injury on workers or loss of properties.

Personnel	Min. No.	Job Description	Work Experience
General Foreman	1	Full time	With at least 5 years of experience in handling project
Skilled Workers (Painter, Mason, Carpenter, Steelman, Tinsmith, Tile Setter)	3	Full time	With at least 3 years of experience in his expert field
Electrician	1	As needed in the site	Duly Licensed Master Electrician with at least 3 years of experience
Plumber	1	As needed in the site	Duly Licensed Master Plumber with at least 3 years of experience

Personnel	Min. No.	Job Description	Work Experience
Welder	1	As needed in the Site	With at least 3 years of experience in welding works
Laborers	4	Full time	Of Legal Age, at least 18 years old. Minimum wage must be according to DOLE's present Wage Rate as per Location.

10.5

The minimum major equipment requirements are the following:

MINIMUM MAJOR EQUIPMENTS REQUIRED
CY 2024 BEFF – UTILIZATION OF BALANCE ALLOTMENT
“Proposed Site Development and Improvement of One Storey Library Hub Building”
at DIGOS CITY NATIONAL HIGH SCHOOL

EQUIPMENT	CAPACITY / DESCRIPTION	NO. OF UNITS
One-bagger cement mixer	Heavy Duty One Bagger Mixer	1 Unit
Welding Machine	500 amps	1 Unit
Fusion Machine	For ½" to 2" Diam. Pipes	1 Unit
Scaffoldings	G.I. Pipe sch. 20 (H-Frames & Brackets)	16 Sets
Power Tools / Minor Tools	Electric Drilling Tools	2 Units
	Angle Grinder	2 Units
	Cut-off Machine	1 Unit
	Concrete Vibrator	1 Unit
	Cut-Off Saw / Concrete Cutter	1 Unit (Optional)
	Power Trowel	1 Unit (Optional)
Heavy Equipment	Excavator (≤ 10 Tons)	1 Unit
	Compactor / Plate Compactor	1 Unit
	Jack Hammer / Demolition Hammer	1 Unit (Optional)

The bidder shall state in their bids (list of equipment) a complete technical description of their listed/committed equipment, whether owned or leased, such as but not limited to the engine number, chassis number, plate number, and capacity including the particular place or site where the equipment are located.

The proof of ownership of equipment herein required are copies of current Official Receipts and Certificate of Registration of the equipment, which should be attached to the list of equipment in bidder's bid(s). In case of leased equipment, a lease contract shall be attached to the list of equipment submitted by the bidder. The lease equipment shall indicate that the equipment "is/are available during the entire construction of the project."

All documents in support of the ownership of equipment committed by the bidder to this project (Certificate of Registration and current Official Receipt, if applicable) and other documents photocopied from the original shall be legibly readable; and shall be authenticated as needed during the post-qualification process.

12	No further instructions.
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: - The amount of not less than <i>Twenty-Three Thousand Four Hundred Ninety Pesos and Thirty-Eight Centavos [PhP 23,490.38 (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; - The amount of not less than <i>Fifty-Eight Thousand Seven Hundred Twenty-Five Pesos and Ninety-Six Centavos [PhP 58,725.96 (5%) of ABC]</i> if bid security is in Surety Bond.
19.2	One (1) Lot
20	Documents Comprising the Bid: Eligibility and Technical Components

	PhilGEPS Certificate of Registration and Membership (Platinum Membership) Bidders may submit their Class “A” Eligibility Documents, required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Sec. 8.5.2. of the 2016 revised IRR of RA 9184, inside their TECHNICAL COMPONENT ENVELOPES in lieu of their Certificates of PhilGEPS Registration (Platinum Membership); or Bidders may submit their valid Certificates of PhilGEPS Registration (Platinum Membership) in lieu of their above-mentioned Class “A” Eligibility Documents or may submit a combination thereof (meaning a combination of their valid Certificates of PhilGEPS Registration and their valid-current Class “A” Eligibility Documents) inside their TECHNICAL COMPONENT ENVELOPES. In case bidders opted to submit their Class “A” Eligibility Documents inside their TECHNICAL COMPONENT ENVELOPES, their Certificates of PhilGEPS Registration and Membership (Platinum Membership) SHALL REMAIN AS POST-QUALIFICATION DOCUMENT in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. Reference: GPPB Cir. No. 07-2017 dated July 31, 2017 The original or authentic copy of the Class “A” eligibility documents shall be required during post-qualification. The valid and current Mayor’s/Business permit/municipal license, shall be supported by the appropriate Official Receipt (O.R.) of payment for the current quarter/year if required by the municipality, as indicated in the permit submitted. 5 Documents covered by the PhilGEPS Platinum Certificate in IRR Sec. 8.5.2. a. Registration Certificate; [SEC, DTI, or CDA – Ado] b. Mayor’s/Business Permit or its Equivalent Documents; c. Tax Clearance; (Note: as finally reviewed and approved by the BIR, Sec. 23 - Adonis] d. Philippine Contractors Accreditation Board (PCAB) license and registration; and e. Audited Financial Statements.
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

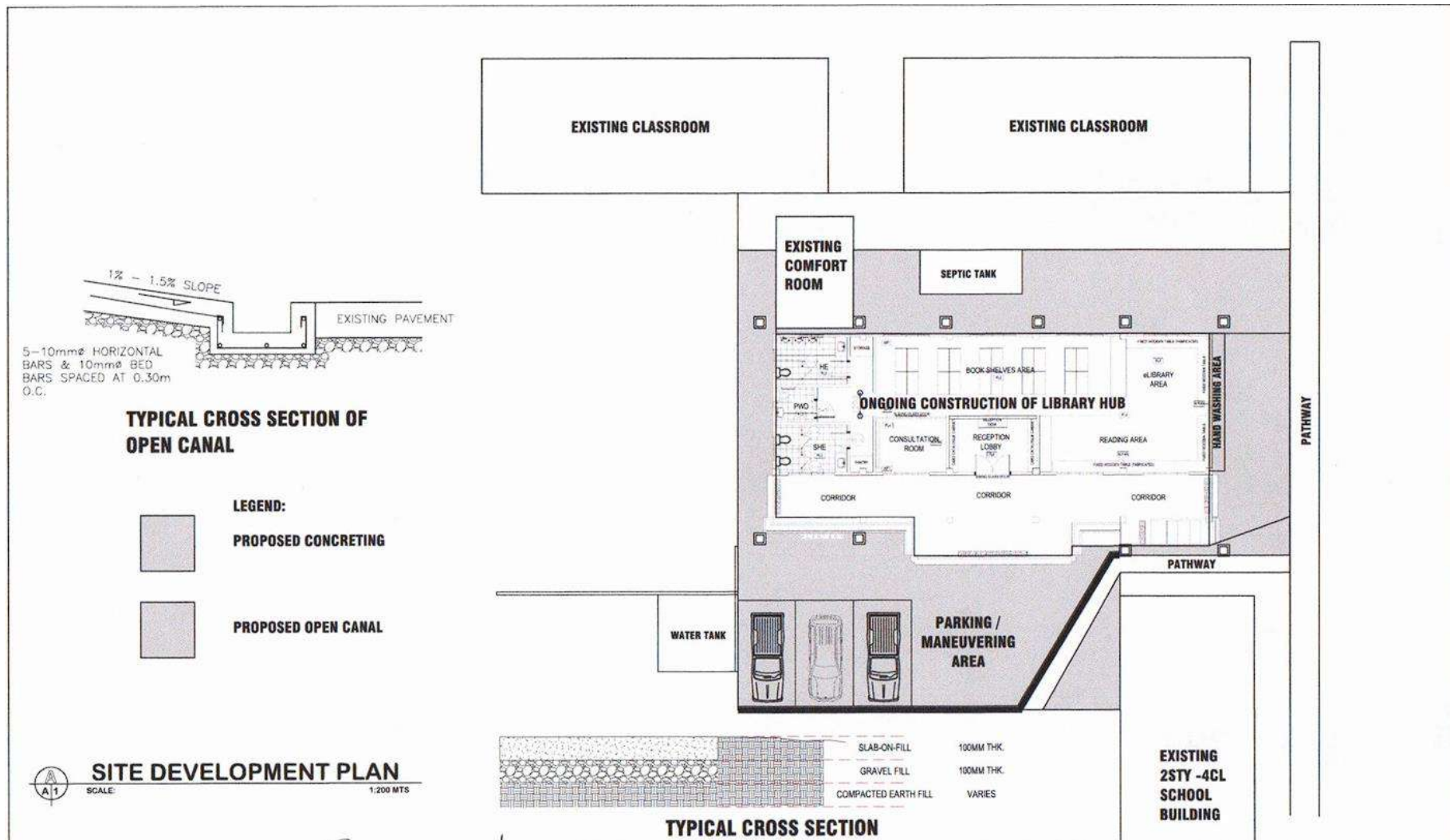
Special Conditions of Contract

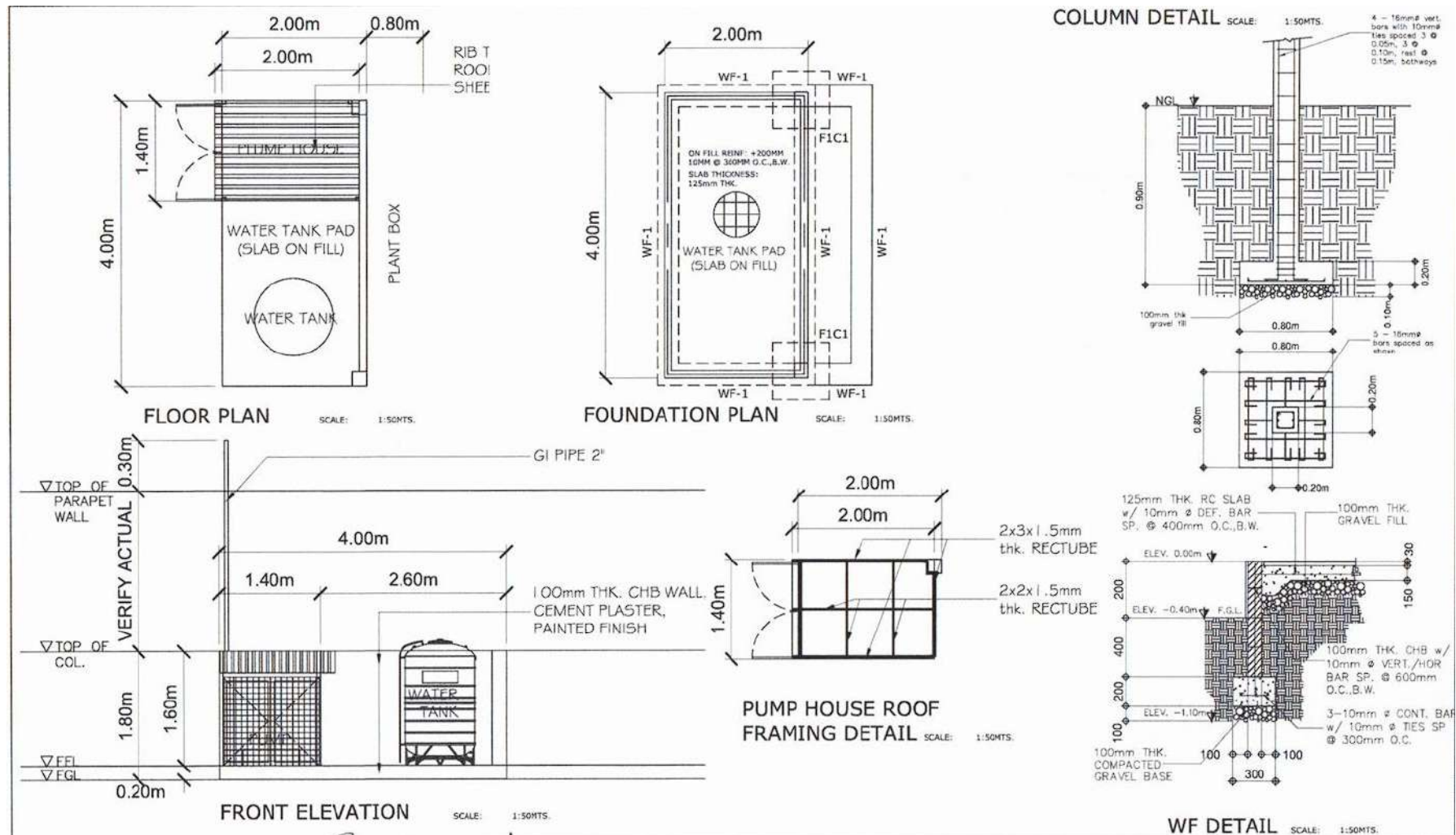
GCC Clause	
2	The Intended Completion Date is 45 Calendar Days . <i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i>
4.1	
6	The site investigation reports are: <i>Site Inspection Certificate duly signed by the School Principal.</i>
7.2	<i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years.
10	Dayworks: Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>ten (10)</i> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>1% of the progress billing.</i>
13	The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment at One Hundred Seventy-Six Thousand One Hundred Seventy-Seven and 88/100 Pesos Only (P176,177.88) or below.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is within <i>ten (10)</i> days of delivery of the Notice of Award. The date by which "as built" drawings are required is within <i>ten (10)</i> days of delivery of the Notice of Award.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>10% of the final contract price.</i>

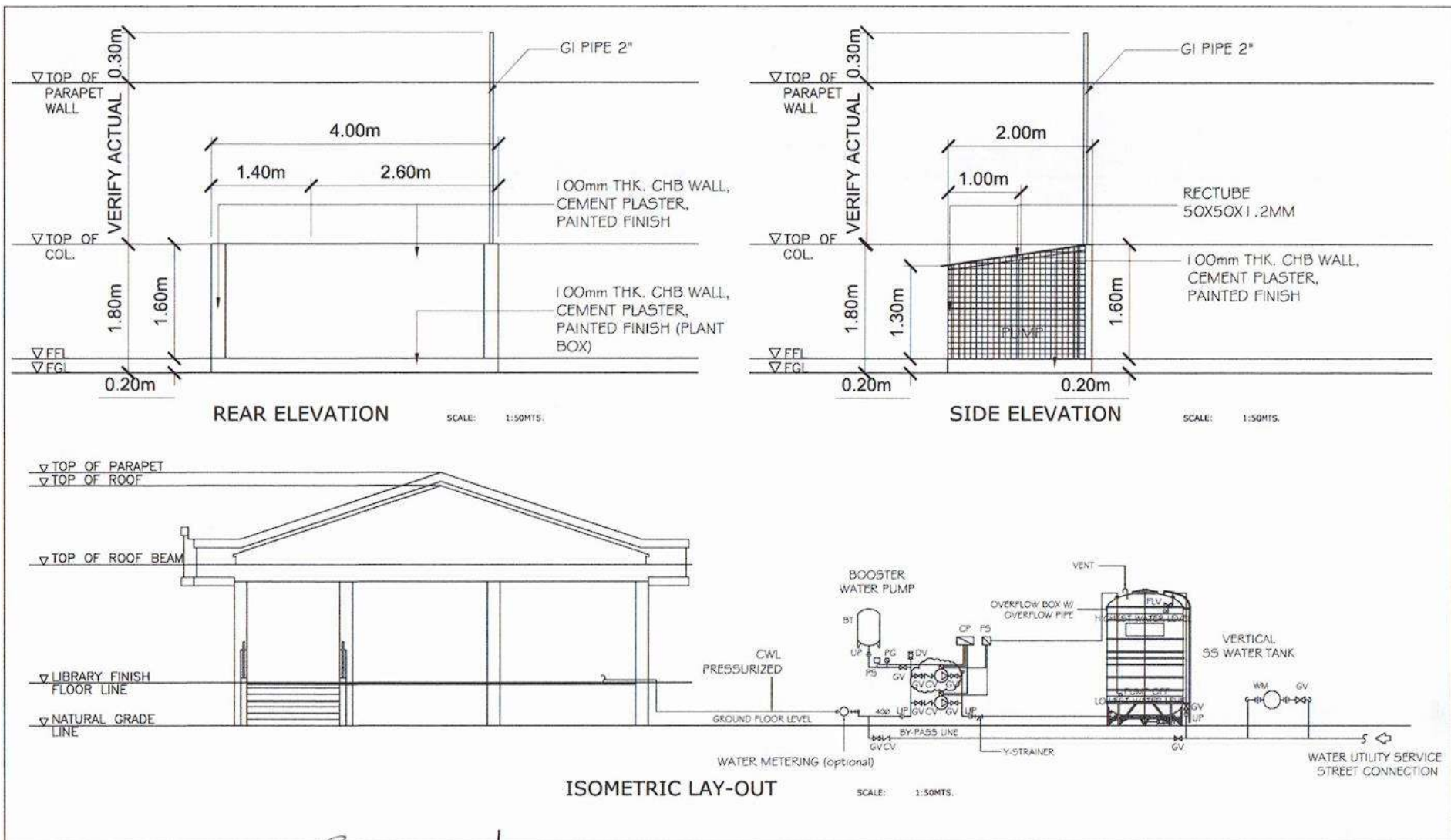
Section VI. Specifications

Note: Available upon request from the BAC Secretariat

Section VII. Drawings









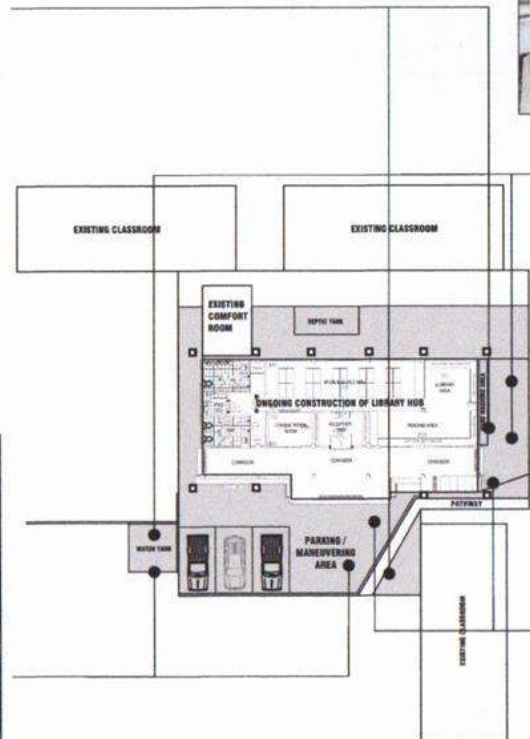
Cutting and Pruning of trees:



Demolition of Existing/Obstructing Structures:



Site perimeter Clearing including propose water tank area:

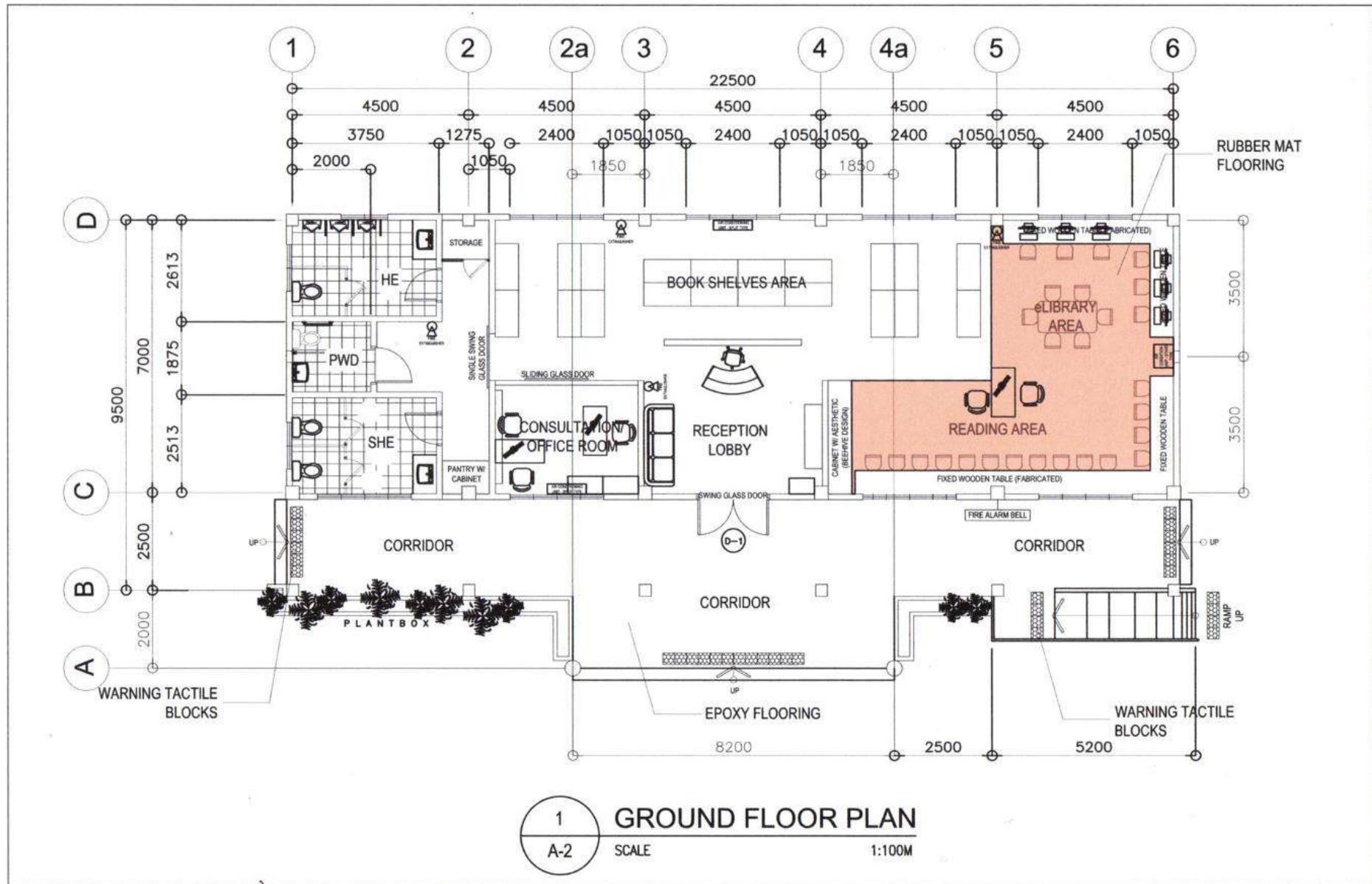


SITE DEVELOPMENT
SCOPE OF WORKS

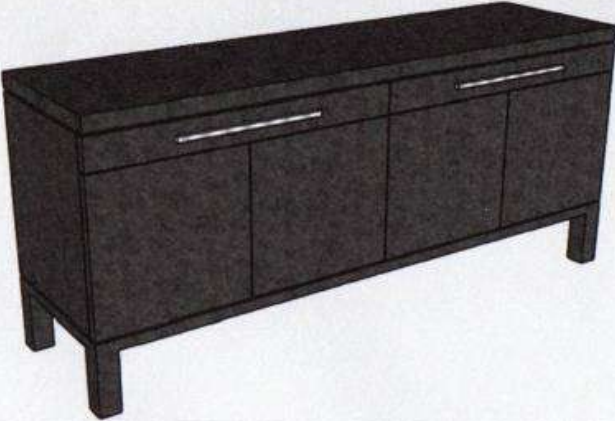
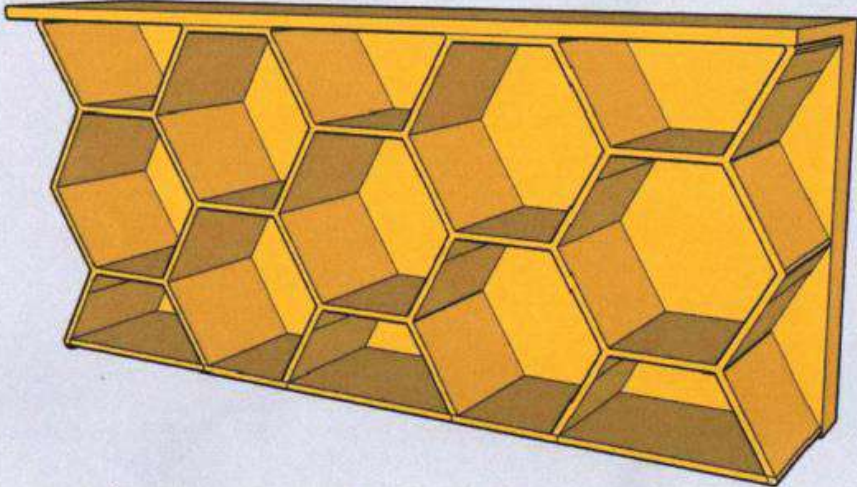
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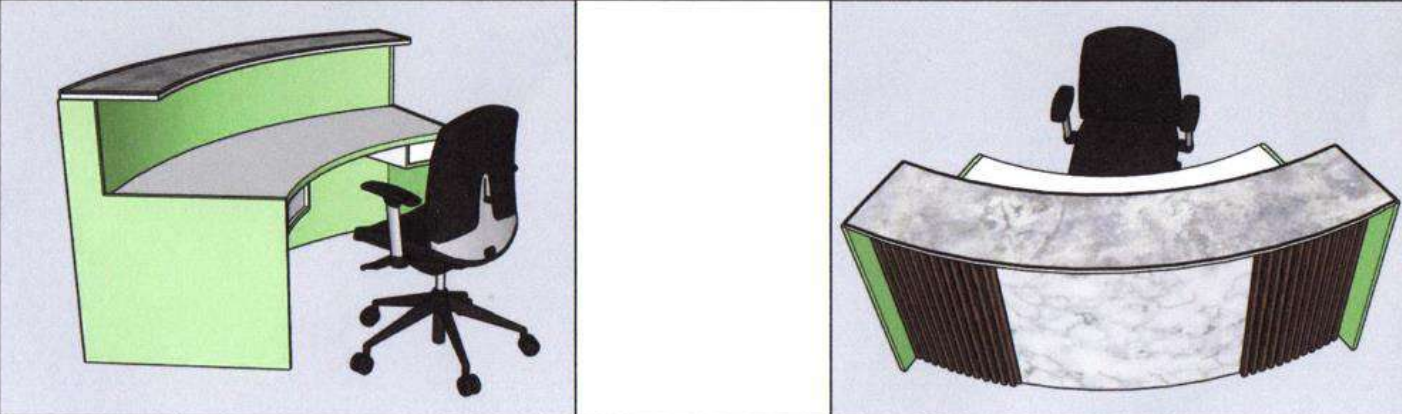


Relocation of Electrical Post
and Guy Wire Pole Support:



DESCRIPTION OFFICE TABLE (60cmx120cmx75cm-H)	QUANTITY 3 PIECES	DESCRIPTION READING CHAIR (MONOBLOCK) Can carry up to 200kg, Rust resistant, Strong solid plastic, UV protectant and Anti slip foot pads.			QUANTITY 40 PIECES
 250-OF V2 (120x60) Desk (White+Maple)					
DESCRIPTION STEEL CABINET (SLIDING TYPE) 90cm width x 40cm depth x 185cm-High	QUANTITY 1 PIECE	DESCRIPTION ERGONOMIC CHAIR Black PU Leather Seat and Backrest.	QUANTITY 3 PIECES	DESCRIPTION 3-SEATER SOFA CHAIR (Fabric or Synthetic Leather) 210cmx90cmx85cm-H	QUANTITY 1 PIECE
					

DESCRIPTION STEEL CABINET (4 DRAWER LATERAL TYPE) 90cm width x 45cm depth x 133cm-High	QUANTITY 1 PIECE	DESCRIPTION LAMINATED LOW CABINET (CLOSED TYPE) 165cm width x 40cm depth x 185cm-High	QUANTITY 1 PIECE	DESCRIPTION LAMINATED STANDING CABINET (OPEN TYPE) 65cm width x 40cm depth x 185cm-High	QUANTITY 1 PIECE
					
DESCRIPTION BEEHIVE DESIGN CABINET (CUSTOMIZED-OPEN TYPE) 256cm width x 40cm depth x 120cm-High	QUANTITY 1 PIECE				

DESCRIPTION RECEPTION LOBBY TABLE (CUSTOMIZED CURVED TYPE WITH TABLE TOP, DRAWERS & AESTHETIC DESIGN) 90cm width x 45cm depth x 133cm-High	QUANTITY 1 PIECE
	
DESCRIPTION ACCENT WALL AT RECEPTION / LOBBY AREA with UV Marble Board, Fluted PVC Wall Panels and Acrylic Signage SDO Logo with 3-Head adjustable LED track light	QUANTITY 1 PIECE
	

Section VIII. Bill of Quantities

Note: Available upon request from the BAC Secretariat

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

PBD-2025-10-138: Proposed Site Development and Improvement of One (1) Storey Library Hub Building

Name of Bidder: _____

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; **Or**
- ☐ (b) Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as required in the BDS; **And**
- ☐ (c) Mayor’s permit issued by the City or Municipality where the principal place of business of the prospective bidder is located; **And**
- ☐ (d) Tax Clearance per E.O. No. 398, series 2005, as finally reviewed and approved by the BIR;

Technical Documents

- ☐ a) 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; (Include copies of the Contract, NOA, NTP); **and**
- ☐ b) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**

The two (2) statements (Technical a and b) required shall indicate for each contract the following:

- i. Name of the contract
- ii. Date of the contract;
- iii. Contract duration;
- iv. Owner’s name and address;
- v. Nature of work;
- vi. Contractor’s role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- vii. Total contract value at award;
- viii. Date of completion or estimated completion time;
- ix. Total contract value at completion, if applicable;

- x. Percentages of planned and actual accomplishments, if applicable; and
- xi. Value of outstanding works, if applicable.
- xii. Copies of the contract and certificate of final acceptance.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

- ☐ c) Philippine Contractors Accreditation Board (PCAB) license – Small B **and** registration for the type and cost of the Contractor for this project;

or

Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**

- ☐ d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or original copy of Notarized Bid Securing Declaration; **and**

- ☐ e) Project Requirements, which shall include the following:
- i. Organizational chart for the contract to be bid;
 - ii. 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;
 - iii. 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**

- ☐ f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; **and**

- ☐ g) Latest income and business tax returns in the following form: Printed copies of the electronically filed latest Income Tax and Business Tax Returns with a copy of their respective Payment Confirmation forms for the immediate preceding calendar/tax year from the authorized agent bank;

Financial Documents

- ☐ a) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- ☐ b) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ a) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- ☐ b) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ c) 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**
- ☐ d) Cash Flow by Quarter.
- ☐ e) Original duly signed and priced Program of Works
- ☐ f) Soft copy in USB flash drive of the duly priced Bill of Quantities and Program of Works using Microsoft Excel

REMARKS:

☐	passed/complying
☐	failed/non-complying

Signature Over Printed Name of BAC Member/Chairperson

Date: _____

Time: _____

Venue: Conference Room, DepEd Digos City, Roxas corner Lopez Jaena Streets, Digos City

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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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 Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines² 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;

² currently based on GPPB Resolution No. 09-2020

- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

[Jurat]

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

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

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

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

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 **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

- a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
- b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 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]

