

## INVITATION FOR NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS

### Supply of Labor and Materials for the Construction of Elevator Shafts of Passenger Elevators for PCED Buildings

1. The Philippine Center for Economic Development (PCED) intends to procure *Supply of Labor and Materials for the Construction of Elevator Shafts of Passenger Elevators for PCED Buildings* with an Approved Budget for the Contract (ABC) of *Five Million Six Hundred Thousand Pesos (Php5,600,000.00)*.
2. The PCED Bids and Awards Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
3. The Procurement procedure for this requirement is Negotiated Procurement for Two-Failed Bidding pursuant to Section 35.1 of the Approved Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline to the BAC and which would meet the minimum passing rate on the Quality item. The Most Economically Advantageous Responsive Bid (MEARB) will be used as award criteria. The following table shows the MEARB Criteria and Weight to be used:

Item	Criteria	Criteria Weight	TOTAL WEIGHT
<b>QUALITY</b>			<b>65%</b>
<i>Passing rate: 40%</i>	Technical competence and credible track record	<i>20%</i>	
	Approach and Methodology	<i>15%</i>	
	Tools and Equipment	<i>10%</i>	
	Organization, qualification, and experience of employees or staff assigned to perform the contract	<i>10%</i>	
	Delivery period and delivery process	<i>5%</i>	
	Warranty and After Sales Service and Technical Assistance	<i>5%</i>	
<b>PRICE</b>			<b>35%</b>
	<b>TOTAL</b>		<b>100%</b>

4. Interested bidders may obtain further information from the BAC Secretariat at the address given below from **June 18, 2025 to June 25, 2025**, Monday to Friday, from **8:00 am to 4:00 pm**.
5. The PCED will hold the Negotiation Meeting on **June 23, 2025 at 10:00 AM, Monday**, at **Madrigal Room, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila** and/or through videoconferencing/webcasting *via Zoom*, which shall be open to prospective bidders. Please contact the BAC Secretariat Head, Ms. Gerlie Paloma, for more details.
6. Two (2) copies of the proposals (one original and one copy) must be submitted to the BAC which must be duly received by the BAC Secretariat through manual submission at **Ground Floor, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila** on or before 10:00 AM of **June 25, 2025 (Wednesday)**. Late submission shall not be accepted.
7. Interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Procurement for Two-Failed Biddings”, with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the BAC.

#### **A. Eligibility and Technical Documents**

- a. Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es;
- b. PCAB license with **License Classification on General Building** at least **Category C or D or better**. The Bidder must also be a registered contractor for government projects with Size Range at least **Small B or better** or Special PCAB license in case of Joint Ventures;
- c. Statement of Bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to General Building with experience in Elevator Shaft or in vertical construction works of building which shall be completed at least within the last 5 years prior to the date of submission of the best and final offer;
- d. Bid Security in any of the following form:
  - i. In case of cash, Manager’s Check, Bank Guarantee (2% of the ABC or **Php112,000.00**);
  - ii. In case if Surety Bond, submit also a certification issued by the Insurance Commission or Original Copy Notarized Bid Securing Declaration (5% of the ABC or **Php280,000.00**);
  - iii. Bid Securing Declaration.
- e. Conformity with the Technical Specifications (Annex A);
- f. Conformity with the Bill of Quantities (Annex B);
- g. Certificate of Site Inspection;
- h. 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, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data;

Key Personnel	General Experience	Relevant Experience
<b>Project Manager</b> Must be a licensed Civil Engineer or Architect	With at least 8-years' experience in vertical construction of commercial, institutional, and industrial building.	Must have managed / supervised a completed project involving works as described above costing at least 50% of the ABC.
<b>Project Engineer</b> Must be a licensed Civil Engineer	With at least 5-years' experience in vertical construction of commercial, institutional, and industrial building.	Must have managed / supervised a completed project involving works as described above costing at least 50% of the ABC.
<b>Draftsman/Autocadd Operator</b> Must be at least graduate of drafting technology or Autocadd drafting course.	With at least 1-year experience as Draftsman. Knows how to prepare detailed drawings.	
<b>Project Foreman</b> Must be a licensed Civil Engineering / Architecture undergraduate or Vocation graduate or CE Technology or Construction	With at least 3-years' experience in vertical construction of commercial, institutional and industrial building.	Must have managed / supervised a completed project involving works as described above costing at least 50% of the ABC.
<b>Project Leadman</b> Engineering / Architecture undergraduate or Vocational graduate of CE Technology or Structural Erection	With at least 3-years' experience in vertical construction of commercial, institutional and industrial building.	Must have managed / supervised a completed project involving works as described above costing at least 50% of the ABC.
<b>Safety Officer</b>	Must have at least two (2) – years' work experience as Safety Officer and completed at least forty (40) hours training of Construction Occupational Safety and Health (COSH) by DOLE) or any DOLE-accredited training centers.	

- 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;
- i. Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary's Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

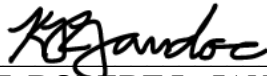
In case of Joint Venture, Special Power of Attorney shall be submitted by all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

- j. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## **B. Financial Documents**

- a. Bid Form;
  - b. Price Schedule
8. The General Conditions of the Contract and the Special Conditions of the Contract (Annex C) shall form part of the contract. Other conditions of the contract shall be governed by the Approved Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009 and other related and applicable laws.
  9. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accordance with the Approved Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

*Issued this 17<sup>th</sup> day of June 2025.*

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KARL ROBERT L. JANDOC, Ph.D.  
Chairperson  
PCED Bids and Awards Committee

## ***Section VI. Terms of Reference, General Conditions and Specifications***

### **PROJECT: SUPPLY OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF ELEVATOR SHAFTS OF PASSENGER ELEVATORS FOR PCED BUILDINGS**

#### **I. BACKGROUND**

The Philippine Center for Economic Development (PCED) located at the University of the Philippines School of Economics, Osmeña Avenue, Diliman, Quezon City aims to serve a facility for the students, faculty, staff, and others. The PCED buildings consist of four (4) floors each and is currently undergoing construction with structural utilities such as electrical and plumbing system partially completed.

The PCED needs the supply of labor and materials for the construction of elevator shafts for the passenger elevators for the PCED Buildings.

The shaft for each building will hold the elevator that will enable convenient and easy access to different floor levels of the building. This will benefit people with physical disability, elderly, transport of heavy materials, and goods, etc.

#### **II. DEFINITIONS**

1. By “CONTRACTOR” is meant the individual, firm, partnership, corporation or association that undertakes the execution of the work specified hereinafter.
2. By “PCED” is meant the Philippine Center for Economic Development or its duly authorized representative.

#### **III. GENERAL SCOPE OF WORKS**

The project is mainly for the provision of an access lift for the PCED Main Building and an access lift for the PCED Library Building. The general scope of work consists of the supply of labor and materials for the construction of bridgeway or elevator shafts connecting the lift and the upper floors for each building and provision of access from the upper bridgeway of the lifts for two (2) buildings of the PCED. Shaft for the PCED Main Building will be constructed for a regular passenger lift. Shaft for the PCED Library Building will be constructed for a rear scenic passenger lift. The supply, delivery, and installation of tempered glass for the shaft at this building will be provided by others.

#### IV. GENERAL REQUIREMENTS AND PRELIMINARIES TO BE PROVIDED BY THE CONTRACTOR

##### A. General

1. Bonds and Insurances
2. Utilities (communication, water and electricity)
3. As-Built Plan (Tracing paper – 1 set and Blueprint – 5 sets) signed and sealed by a licensed Professional
4. Project Billboard (Tarpaulin with wooden frame and post)

##### B. Mobilization

1. Manpower, tools, equipment and temfacil.
2. PCED will only provide the location of the temfacil, as needed or requested by the Contractor.
3. The CONTRACTOR must construct a temporary facility (if stated in the bill of quantities) on the PCED identified location that will serve as barracks for the workers and as a temporary storage facility for materials, equipment, waste materials and debris.
4. The CONTRACTOR shall install electric and water sub meter prior to start of work and shall be witnessed and approved by the concerned PCED authorized representatives.
5. The CONTRACTOR must maintain the cleanliness of the Temporary Facility at all times to prevent any untoward incident from happening.

##### C. Health and Safety Requirements

1. Personal Protective Equipment (PPE) for workers. The Contractor shall comply with the requirements under DPWH DO13 - Guidelines Governing Occupational Safety and Health in the Construction Industry.
2. Installation of safety signage, 22" x32".
3. Provision of board-up, (painted Corrugated GI Sheet and PE) to cover the construction area.
4. Provision of portable fire extinguishers (at least 2 units) and other fire extinguishing materials.
5. Provision of portalet for the whole duration of the project sufficient for the number of workers.
6. The Contractor shall submit an Occupational Safety and Health Program prepared by a Safety Officer, to include the Contractor's Accident Prevention Plan covering its Administrative Section, Accident reporting, prohibitions, sanitation, medical and first aid requirements, Personal Protection Apparel and Safety Equipment (protective headgear, safety shoes, high visibility vest, gloves and other PPEs), material handling, storage and disposal, housekeeping, waste material disposal, fire

prevention, fire protection, machinery and mechanized equipment, platforms and scaffolds.

D. Demobilization

5. Manpower, tools, equipment, temfacil, including hauling-out of construction debris and cleaning.

V. SPECIFIC SCOPE OF WORK

The scope of work shall include but is not limited to the following:

A. Site Development Works

1. Site Development Works shall include site clearing, earthworks, necessary safety signage including identification and directional markers to give notice to the public, temporary closure of the site using GI Sheets and opaque PE sheets, white color, and other necessary site development works.
2. Building Works (Architectural and Structural Works) (Please refer to plan)
  - 1.1 Site clearing
  - 1.2 Pit excavations
  - 1.3 Chipping and demolition
  - 1.4 Repair and restoration
  - 1.5 Structural foundations, and other works necessary for the completion of the building foundation works.
  - 1.6 Structural members, columns, beams, walls, slab and other structural elements
  - 2.5 Concreting works
  - 2.6 Structural steel work.
  - 2.7 Waterproofing works.
  - 2.8 Architectural finishes.

Electrical Works

1. Wiring system receptacles, switches, conduits, panel boards, junction/outlet boxes, circuit breakers, lightings and other electrical works necessary to complete the project.

Non-Provision of Tempered Glass for the Shaft of the PCED Library Building

1. Supply, delivery, and installation of tempered glass for the PCED Library Building passenger elevator shaft will be provided by the elevator lift supplier.

Miscellaneous Items

1. All other items not specified herein but are necessary to complete the work.

VI. GENERAL CONDITIONS

A. Interpretation

- a. The Contract Documents, Specifications and Drawings are mutually complimentary. What is noted in one although not shown in other shall be considered contained in all, in case of conflict. The Specifications shall prevail over the Drawings. The documents forming the Contract shall be interpreted in the following order of priority:
  - i. Contract/Construction Agreement
  - ii. Letter of Acceptance
  - iii. Contractor's Bid
  - iv. Special Conditions of the Contract
  - v. Specifications
  - vi. Drawings
  - vii. Bill of Quantities
  - viii. Any other document listed in the Special Conditions of the Contract as forming part of the Contract.

B. Inspection and tapping/use of utilities:

- a. The BIDDER shall perform ocular inspection of the site where the work will be performed; that he has informed himself fully as to the conditions which might affect the nature, extent and cost of the work required; that PCED shall in no way be responsible for any additional costs or expenses which may develop on account of failure of the BIDDER to make accurate cost estimates and future factors attendant to the execution and construction of the aforesaid project.
- b. Tapping of equipment and other related works shall be properly coordinated with PCED Representative for provision of electrical power. For this purpose, the CONTRACTOR shall provide a sub-meter for power consumptions and shall be billed accordingly to the total kilowatt hour utilized.
- c. The PCED shall allow the CONTRACTOR to tap from the existing water connections to be used in the construction of the elevator shafts of the passenger elevators. For this purpose, the CONTRACTOR shall provide a sub-meter, with the supervision of PCED in the installation works. The sub-meter will determine the total water consumed and shall be billed accordingly.

C. Contractor's Obligation

- a. The CONTRACTOR shall perform all works necessary to fully accomplish the project.
- b. A joint inspection must be conducted by the CONTRACTOR and PCED Representative on the specific works to be done on the construction of the elevator shafts of the passenger elevators.
- c. The CONTRACTOR is required to inspect and examine the site and the surroundings of the proposed project to arrive at a reasonable estimate of the labor, materials, equipment, facilities and services necessary to carry out the works.
- d. The CONTRACTOR shall conduct a pre-inspection on the project location and contiguous areas on which this work is, in any way,



dependent for perfect workmanship according to the intent of the scope of work and specifications. The CONTRACTOR shall report on any conditions which will prevent it from performing the work according to requirements.

- e. The CONTRACTOR shall submit sample of materials and MSDS of materials, as required, for approval before delivery/works can be started / installed.
- f. The CONTRACTOR shall commence execution of the works on the Start Date and shall carry out the works in accordance with the program of work submitted by the CONTRACTOR, as updated with the approval of PCED Representative and complete them by the intended completion date.
- g. The CONTRACTOR shall provide all supervision, labor, materials, plant and Contractor's equipment, which may be required.
- h. The CONTRACTOR shall be liable to all fire and accident claims and other related claims arising from the injuries and damages, which occurred in the vicinity.
- i. The CONTRACTOR shall comply with all pertinent safety rules and regulations which are not limited to enclosures, shielding, coverings, warning devices, off-limits signs, and other safety measures.
- j. The CONTRACTOR shall free the PCED and its personnel from and against all liability for damages arising from injuries or liabilities to persons or damages to property by any act of omission of the contractor including any and all expenses which may be incurred by PCED and its personnel in the defense of any claim, action or suit.
- k. Any work that may affect the operation, security and image of the Center shall be coordinated properly with PCED Representative and shall be done in accordance with the Center's approved schedule.
- l. Cost of rework and restoration or replacement of all damaged properties due to CONTRACTOR'S poor workmanship or negligence shall be borne by the Contractor.
- m. The CONTRACTOR must submit the list of personnel assigned to the project including their NBI and Barangay clearances before commencing the above scope of works.
- n. The CONTRACTOR's personnel/workers must wear at all times their company uniform, company ID while working inside the Center.
- o. All payment and fees as part of testing and commissioning (includes rental of diesel generator, as needed) prior to the final acceptance, including fees assessed by the local government unit and other regulating agency/bureau for the clearances and permit, shall be on account of the CONTRACTOR.
- p. For the purpose of monitoring the actual progress of the work, three (3) sets of monthly and weekly technical accomplishment reports on the project must be submitted by the CONTRACTOR, with respect to the time schedule and cost for the actual utilization of materials, labor, and equipment including safety measures implemented on the site/project. The reports must be supported by photographs. The reports/document shall serve as basis for the progress billing for approval of the PCED.

- q. Post-installation documents such as Certificate of Completion, Final Inspection and other related documents as may be required by local government units and/or regulating agencies shall be submitted within thirty (30) working days from the completion of the project.

D. Prohibitions

- a. Smoking shall not be allowed inside the PCED premises.
- b. Drinking liquor of any kind shall not be allowed.
- c. Gambling of any type is strictly prohibited.
- d. Carrying of firearms, knives, blades and other such instruments is strictly prohibited.
- e. Workers are not allowed to stay-in / sleep inside the PCED premises. Contractor will provide the temfacil for workers to stay-in.
- f. No welding works or any similar activities shall be done without approved Hot Work Permit. The Hot Work Permit shall be prepared and signed by the Safety Officer of the Contractor and approved by the authorized representative of PCED.

E. Workmanship

The work throughout shall be executed in the best and most thorough manner to the satisfaction of PCED and its engineers and supervisors who will jointly interpret the meaning of the scope of work and its conditions and shall have the power to reject any work, method of accomplishing every part of work and material used which in their judgment are not in full accordance therewith and are disadvantageous to PCED.

F. Liquidated Damages

In case of delay in the completion period inclusive of duly granted time extensions, if any, the Contractor shall be liable for damages and shall pay PCED for liquidated damages in an amount equivalent to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed services for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the procuring entity shall rescind the award without prejudice to other courses of action and remedies open to it.

G. Warranty

The warranty shall be based on prescribed warranty provisions of the Approved IRR of RA No. 12009.

- 1. From the time project construction commenced up to final acceptance, the CONTRACTOR shall assume full responsibility for the following:
  - a. Any damage or destruction of the works except those occasioned by force majeure; and
  - b. Safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his construction work.

2. After the completion of the project, there shall be one (1) year warranty/retention or defects liability period for the rectification works by the CONTRACTOR.
  - a. The CONTRACTOR shall undertake the repair works, at his own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time the Head of Procuring Entity (HoPE) has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
3. The warranty against Structural Defects and Failures shall cover the following periods from final acceptance, except those occasioned by force majeure:
  - a. Permanent Structures: Fifteen (15) years
  - b. Semi-Permanent Structures: Five (5) years
  - c. Other Structures: Two (2) years

#### VII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget Cost for the Contract (ABC) is ***Five Million Six Hundred Thousand Pesos (Php5,600,000.00)***, inclusive of applicable taxes and out of pocket expenses.

Note: Inclusive of 12% of VAT and all other charges.

#### VIII. CONTRACT COMPLETION TIME

The contract completion time is ***one hundred twenty (120) calendar days*** upon receipt of the Notice to Proceed.

#### IX. TERMS OF PAYMENT

4. The CONTRACTOR, upon issuance of Notice to Proceed or subsequently upon approval of their written request with a Surety Bond, may be provided with an advance payment as mobilization of the project in an amount equivalent to fifteen (15%), by phase (progress billing), of the total contract price, less VAT and applicable withholding taxes. The following supporting documents must be submitted:
  - a. Copy of PERT/CPM
  - b. Copy of Construction Schedule
  - c. Copy of S-Curve
  - d. Copy of Manpower Schedule
  - e. Copy of Equipment Utilization Schedule
  - f. Copy of Site Inspection Report

- g. Copy of Preliminary Design Drawings
  - h. Copy of Construction Methods
  - i. Copy of Construction Safety and Health Program (Approved by DOLE)
  - j. Copy of all Risk Insurance
5. The CONTRACTOR shall collect payment on progress billings based on the percentage work accomplishment together with the submission of all the required documents, subject for review and evaluation by the PCED within a reasonable time. Moreover, the payment shall be subjected to the required Expanded Tax (EWT) or Withholding VAT of twelve percent (12%), a ten percent (10%) retention fund and recoupment of advance payment in the progress billing.
  6. The retention fund shall be released only upon issuance of all the Final Inspection and Acceptance Certificate issued by PCED and submission if required Post Construction Documents by the CONTRACTOR.
  7. In case the CONTRACTOR incurred liquidated damages, it shall be deducted from the ten percent (10%) retention fund. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract the PCED, end-user any rescind or terminate the contract.

#### X. DELIVERABLES

The pertinent documents to be submitted shall be certified true copy, signed and sealed by a licensed Professional (if applicable), but not limited to the following:

- As-Built Plans (size 20" x 30"), duly signed and sealed by professional engineers (7 copies)
  - Electronic file of as-built drawings placed on a USB flash drive (dwg and pdf format)
- Certificate of warranty

#### XI. ADDITIONAL NOTES

1. Any clarifications on any part of the General Conditions must be addressed in writing. The response from PCED and its subsequent responses, if any, shall be a part of the General Conditions until the completion of the project or if until otherwise revoked.
2. In case of COVID 19, the CONTRACTOR must follow the minimum public health standard issued by the IATF and DOH. Other guidelines such as DPWH Department Order No. 39 series of 2020 are also in effect. Any updates and guidelines issued by the other government agencies should be closely monitored and the CONTRACTOR should continuously coordinate with PCED for the updates of the released guidelines and the implementation of these guidelines on the project site.
3. If the PCED asks the CONTRACTOR to remove a member of its staff or workforce, for justifiable cause, the CONTRACTOR shall ensure that the person leaves the within seven (7) days and has no further connection with the works in the contract.

4. The CONTRACTOR shall cooperate and share the site with other CONTRACTORS, public authorities, utilities and the PCED between the dates given in the schedule of CONTRACTORS particularly when they shall require access to the site. The CONTRACTOR shall also provide facilities and services for them during this period. The PCED may modify the schedule of other CONTRACTORS and shall notify the CONTRACTOR of any such modifications thereto.

## *Section VII. Drawings (on a separate sheet)*

## **ANNEX B**

## *Section VIII. Bill of Quantities*

PART A - FACILITIES FOR THE ENGINEER					
Pay Item (Number)	Description	Unit Of Measure	Quantity	Rate	Amount
A.1.1 (1)	Construction of Combined Field Office, Laboratory and Living Quarters Building for the Engineer	Lump Sum			-
A.1.1 (3)	Construction of Field Office for the Engineer	Lump Sum			-
A.1.3 (2)	Provision of Survey Equipment for the Assistance to the Engineer	Lump Sum			-
A.1.3 (3)	Provision of Survey Personnel for the Assistance to the Engineer	Months			-
A.1.4 (1)	Provision of Progress Photographs	Months			-
A.1.5 (1)	Provision of Communication Facility/Equipment for the Engineer	Lump Sum			-
SUB-TOTAL PART A - FACILITIES FOR THE ENGINEER					-
PART B - OTHER GENERAL REQUIREMENTS					
Pay Item (Number)	Description	Unit Of Measure	Quantities		
B.3 (1)	Permits and Clearances	Lump Sum			-
B.4 (7)	Grade finishing stakes	Lump Sum			-
B.7 (1)	Occupational Safety and Health	Lump Sum			-
B.9 (1)	Mobilization/Demobilization	Lump Sum			-
B.15 (2)	Restoration	Lump sum			-
B.19 (3)	Sampling, Testing and Reports	Lump Sum			-
B.22 (1)	Support Equipment	Lump Sum			-
B.24 (1)	General scaffolding and shoring and Netting	Lump Sum			-
B.26 (11)	Signages	Lump Sum			-
SUB-TOTAL PART B - OTHER GENERAL REQUIREMENTS					-
DIVISION I – GENERAL					
PART C - EARTHWORK					
ITEM 800 – CLEARING AND GRUBBING					
Pay Item (Number)	Description	Unit Of Measure	Quantities	Rate	Amount
800 (1)	Enabling Works	Square Meter			-
ITEM 803 – STRUCTURE EXCAVATION					
Pay Item (Number)	Description	Unit Of Measure	Quantities	Rate	Amount
803 (1)	Structure Excavation	Cubic Meter			-
803 (6)	Disposal	Cubic Meter			-
ITEM 902 - REINFORCING STEEL					
Pay Item (Number)	Description	Unit Of Measure	Quantities	Rate	Amount
902 (1)	Reinforcing Steel (Deformed)				
	Grade 40				
	to columns				
	Links				
902 (1)	10mm diameter	Kilogram			-
902 (1)	Reinforcing Steel (Deformed)				
	Grade 60				
	to foundation				
902 (1)	12mm diameter	Kilogram			-
	to columns				
902 (1)	12mm diameter	Kilogram			-
	to walls				
902 (1)	20mm diameter	Kilogram			-
	to suspended slabs				
902 (1)	16mm diameter	Kilogram			-
ITEM 903 – FORMWORKS AND FALSEWORKS					
Pay Item (Number)	Description	Unit Of Measure	Quantities	Rate	Amount
	Formworks and Falseworks				
903 (2)	to foundation	Square Meter			-
903 (2)	to columns	Square Meter			-
903 (2)	to walls	Square Meter			-
903 (2)	to suspended slabs	Square Meter			-
SUB-TOTAL - PART D – REINFORCED CONCRETE					-

DIVISION II – BUILDINGS					
PART E – FINISHING AND OTHER CIVIL WORKS					
ITEM 1047 – METAL STRUCTURES					
Pay Item (Number)	Description	Unit Of Measure	Quantities		
	Metal Structure Accessories				
1047 (6)	Structural Steel				
	Column				
1047 (6)	W10 x 49	Kilogram			-
	Beams				
1047 (6)	W12 x 30	Kilogram			-
	base plate				
1047 (6)	400mm x 400mm x 16mm thk	Kilogram			-
	stiffener plate				
1047 (6)	250mm x 250mm x 10mm thk	Kilogram			-
1047 (6)	200mm x 100mm x 12mm thk	Kilogram			-
1047 (6)	200mm x 300mm x 12mm thk	Kilogram			-
	anchor bolts				
1047 (6)	20mm dia x 400mm diameter long	Piece			-
	expansion bolts				
1047 (6)	16mm diameter x 150mm diameter long	Piece			-
SUB-TOTAL - PART E – FINISHING AND OTHER CIVIL WORKS					-
ITEM 1050 – NON-SHRINK GROUT					
*Non-shrink grout shall not be measured and paid for separately, but the cost thereof shall be considered as included in the contract unit price of the items where called for.					

SUMMARY					
	SUB-TOTAL PART A - FACILITIES FOR THE ENGINEER				-
	SUB-TOTAL PART B - OTHER GENERAL REQUIREMENTS				-
	SUB-TOTAL PART C - EARTHWORKS				-
	SUB-TOTAL - PART D – REINFORCED CONCRETE				-
	SUB-TOTAL - PART E – FINISHING AND OTHER CIVIL WORKS				-

## ***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. 12009 and its Approved 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 112.1 and 112.2 of the Approved IRR of RA No. 12009 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. Sectional Completion of Works**

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 68 of the Approved IRR of RA 12009.
- 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**

- 7.2. In case the Contractor fails to undertake the repair works under Section 90.2.2 of the Approved IRR of RA No. 12009, 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.
- 7.3. 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**

11.2. 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.

11.3. 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**

- 15.2. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the SCC.
- 15.3. 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*

GCC Clause	
2	<p>The schedule of Completion is within <i>one hundred twenty (120) calendar days</i> after the receipt of the Notice to Proceed.</p> <p>NOTE: Delays due to work stoppage ordered by PCED shall not be counted against the set completion date.</p>
3.1	No further instructions.
4	<p>The Contractor shall employ the following <b>Key Personnel</b>:</p> <p><i>[List key personnel by name and designation and qualification]</i></p>
5	<p>Within seven (7) calendar days from the receipt of the Notice of Award, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 68 of the Approved IRR of RA No. 12009 or a Performance Securing Declaration.</p>
6	<p>A Site Inspection is required to prospective bidders. A Certificate of Site Inspection shall be issued by the PCED and will form part of Eligibility Requirements.</p>
7.2	<p>Warranty:</p> <p>The warranty shall be based on prescribed warranty provisions of the Approved IRR of RA No. 12009.</p> <ol style="list-style-type: none"> <li>1. From the time project construction commenced up to final acceptance, the contractor shall assume full responsibility for the following: <ol style="list-style-type: none"> <li>a) Any damage or destruction of the works except those occasioned by force majeure; and</li> <li>b) Safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his construction work.</li> </ol> </li> <li>2. One (1) year from project completion up to final acceptance or the defects liability period.</li> </ol> <p>The contractor shall undertake the repair works, at this own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time the HoPE has issued an order to undertake the repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.</p>

	The warranty against Structural Defects and Failures shall be covered for Five (5) years from final acceptance, except those occasioned by force majeure.
10	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 <b>five (5) days</b> of delivery of the Notice of Award.
11.2	<p>The period between Program of Work updates should not be longer than <b>ten (10) days</b>.</p> <p>The amount to be withheld for late submission of an updated Program of Work is <b>Twenty Thousand Pesos (Php20,000.00)</b>.</p>
13	The amount of the advance payment shall not exceed fifteen percent (15%) of the total contract price. Payment shall be made upon the completion and approval of the Final Drawings, Specifications and other relevant documents.
14	<p>An advance payment as mobilization of the project in an amount equivalent to fifteen percent (15%), by phase (progress billing), of the total contract price, less VAT and applicable withholding taxes.</p> <p>Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</p> <p>(1) Advance payment of fifteen percent (15%) of the total contract price shall be released upon submission and acceptance 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 PCED.</p> <p>(2) The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.</p> <p>(3) Progress payments</p> <p>b. The CONTRACTOR must submit a statement of work accomplished (SWA) or progress billing and corresponding request for progress payments for work accomplished. The SWA should show the amounts which the contractor considers itself to be entitled to up to the end of the month, to cover (i) the cumulative value of the works it executed to date, based in</p>

	<p>the items in the Bill of Quantities and (ii) adjustments for approved variation orders executed.</p> <p>c. The PCED representative shall check the contractor's monthly SWA and certify the amount to be paid to the contractor as progress payments. Materials and equipment delivered on site but not completely put in place shall not be included for payment.</p> <p>d. The CONTRACTOR must also submit the following to process the progress payments:</p> <ul style="list-style-type: none"> <li>• Photographs of work accomplished;</li> <li>• Key plan highlighting work accomplished;</li> <li>• Invoice.</li> </ul> <p>e. The PCED shall deduct the following from the certified gross amount to be paid to the contractor's progress payments:</p> <ul style="list-style-type: none"> <li>• Cumulative value of the works previously certified and paid for;</li> <li>• Portion of the advance payment to be recouped for the month;</li> <li>• Retention money;</li> <li>• Amount to cover the third-party liabilities;</li> <li>• Amount to cover the uncorrected discovered defects in the works.</li> </ul> <p>f. Final payment shall be made after full accomplishment of the project. Payment shall be processed upon submission of the deliverables.</p> <p>g. PCED shall pay the CONTRACTOR the amounts certified by PCED's Representative within twenty-eight (28) calendar days from the date request for payment was received. No payment interest shall be made for the delayed payments and adjustments.</p>
15.1	<p>The Contractor shall submit construction plans, showing the detailed drawing plans design prior to construction commencement.</p> <p>The Contractor shall submit as-built drawings after project completion.</p>
15.2	<p>The Final Payment shall be withheld for failing to produce "as-built" drawings.</p> <p>Approved "as-built" drawings shall be attached to the final billing. The signed and sealed as-built plans/drawings shall be floor plans, longitudinal and cross-section evaluation and electrical plans, in A3 size.</p>

**List of all Ongoing Government & Private Contracts including contracts awarded but not yet started**

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

Name of Contract/ Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Note: This statement shall be supported with:

- 1 Notice of Award and/or Contract; or
- 2 Notice to Proceed issued by the owner

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

Statement of Single Largest Completed Contracts (SLCC) in the last five (5) years

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

Name of Contract	d. Owner Name e. Address f. Telephone Nos.	Nature of Work	Contractor's Role		d. Amount at Award e. Amount at Completion f. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:  
1 End-user's Acceptance; or  
2 Official Receipt(s) issued for the Contract

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.  
X-----X

**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) from the receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Section 52.1(b), 63.2, 69.1 and 92 of the Approved IRR of RA No. 12009, without prejudice to other legal action the government may undertake.
1. 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 as the bidder with the Lowest Calculated and 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'S  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant***

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



### **Contractor's Organizational Chart for the Contract**

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman and other Key Engineering Personnel.

Attached the required Proposed Organizational Chart for the contract as stated above

**KEY PERSONNEL  
(FORMAT OF BIO-DATA)**

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

- Authorized Managing Officer / Representative
- Sustained Technical Employee

1. Name : \_\_\_\_\_
2. Date of Birth : \_\_\_\_\_
3. Nationality : \_\_\_\_\_
4. Education and Degrees : \_\_\_\_\_
5. Specialty : \_\_\_\_\_
6. Registration : \_\_\_\_\_
7. Length of Service with the Firm : \_\_\_\_\_ Year from \_\_\_\_\_ (months) \_\_\_\_\_ (year)  
To \_\_\_\_\_ (months) \_\_\_\_\_ (year)

8. Years of Experience : \_\_\_\_\_
9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s), if necessary:

<u>Name and Address of Employer</u>	<u>Length of Service</u>
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____

10. Experience:  
This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

1. Name : \_\_\_\_\_
2. Name and Address of Owner : \_\_\_\_\_
3. Name and Address of the Owner's Engineer (Consultant) : \_\_\_\_\_
4. Indicate the Features of Project (particulars of the project components and any other particular interest connected with the project): \_\_\_\_\_

5. Contract Amount Expressed in Philippine Currency : \_\_\_\_\_
6. Position : \_\_\_\_\_
7. Structures for which the employee was responsible : \_\_\_\_\_
8. Assignment Period : from \_\_\_\_\_(months) \_\_\_\_\_(years)  
: to \_\_\_\_\_(months) \_\_\_\_\_(years)

\_\_\_\_\_  
Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

\_\_\_\_\_  
(Place and Date)

\_\_\_\_\_  
(The Authorized Representative)

### List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract

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

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

List of minimum equipment required for the project:

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

## Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES       )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

*If a sole proprietorship:* I am the sole proprietor 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:* I am 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]

**AUTHORITY OF SIGNATORY**

**SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_, a duly elected and qualified Corporate Secretary of \_\_\_\_\_ (Name of the Bidder), a corporation duly organized and existing under and by virtue of the law of the \_\_\_\_\_, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ at which meeting a quorum was present and acting throughout, the

following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that \_\_\_\_\_ (Name of the Bidder) be, as it hereby is, authorized to participate in the bidding of \_\_\_\_\_ (Name of the Contract) by the \_\_\_\_\_ (Name of the Procuring Entity); and that if

awarded the Contract shall enter into a contract with the \_\_\_\_\_ (Name of the Procuring Entity); and in connection therewith hereby appoints \_\_\_\_\_ (Name of Representative), acting as duly authorized and designated representatives of \_\_\_\_\_ (Name of the Bidder), and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ (Name of the Bidder) in the bidding as fully and effectively as the \_\_\_\_\_ (Name of the Bidder) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the Board hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the \_\_\_\_\_ (Name of the Bidder) hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the \_\_\_\_\_ (Name of the Bidder) shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this Contract to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this \_\_\_\_\_.

\_\_\_\_\_  
(Corporate Secretary)

## ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 December 20\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_



**AUTHORITY OF SIGNATORY**

**SPECIAL POWER OF ATTORNEY**

I, \_\_\_\_\_, President of \_\_\_\_\_, a corporation incorporated under the laws of \_\_\_\_\_ with its registered office at \_\_\_\_\_, by virtue of Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, has made, constituted and appointed \_\_\_\_\_ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent \_\_\_\_\_ in the bidding of \_\_\_\_\_ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.

Signed in the Presence of:

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY )SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of \_\_\_\_\_ ( ) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he 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 \_\_\_\_\_

Notary Public  
Until 31 December 20\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

## Bid Form

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

Project Identification No: \_\_\_\_\_

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

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 examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[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 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 allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines for this purpose;
- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (i) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (j) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (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: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

***Section VII. Drawings (on a separate sheet)***