

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of Contractor for the Renovation of Unit 18-N, Legaspi Towers 300, Roxas Boulevard, City of Manila**

**Procurement No.: PMO-02-2021**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

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# *Glossary of Terms, Abbreviations, and Acronyms*

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.

## ***Section I. Invitation to Bid***



Republic of the Philippines  
Department of Finance  
**PRIVATIZATION AND MANAGEMENT OFFICE**

104 Gamboa Street, Legaspi Village, Makati City

## **Invitation to Bid for the Procurement of Contractor for the Renovation of Unit 18-N, Legaspi Towers 300, Roxas Boulevard, City of Manila**

1. The **Custodianship Services Division (CSD) of the Privatization and Management Office (PMO)**, through the **PMO Retention Fund FY 2021** intends to apply the sum of **One Million Nine Hundred Fifty Thousand Pesos (Php1,950,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Renovation of Unit 18-N, Legaspi Towers 300, Roxas Boulevard, City of Manila**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **PMO, through the PMO Bids and Awards Committee (PMO-BAC)**, now invites bids for the above Procurement Project. Completion of the Works is required within a period of **sixty (60) working days**, Mondays to Fridays, except Holidays. 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. A complete set of Bidding Documents may be acquired by interested bidders starting on **13 January 2021, Wednesday from 7:00 A.M. to 2:00 P.M., Mondays to Fridays, except Wednesdays and holidays from the PMO-BAC Secretariat at the Privatization and Management Office, 104 Gamboa St., Legaspi Village, Makati City** and upon payment of **Five Thousand Pesos (Php5,000.00)**, pursuant to the latest Guidelines on the Sale of Bidding Documents issued by the GPPB. It can also be downloaded free of charge at the PhilGEPS and PMO websites, however, payment of Bidding Documents fee must be made before the deadline for submission and receipt of bids. The Bidder shall present its proof of payment during the scheduled bid opening.
5. The PMO-BAC will hold a Pre-Bid Conference on **21 January 2021, Thursday at 10:00 A.M.** through videoconferencing via Zoom. Zoom link shall be provided to prospective bidders.
6. Bids must be duly received by the PMO-BAC Secretariat through manual submission at the **Ground Floor of the Privatization and Management Office, 104 Gamboa St., Legaspi Village, Makati City** on or before **02 February 2021, Tuesday, 10:00 A.M.** Late bids shall not be accepted.



7. Each Bidder shall submit two (2) copies of the first and second components of its Bid sealed in one (1) envelope. A scanned copy of the Bids shall be presented by the Bidder, through screen sharing, during the scheduled opening of bids for verification purposes.
8. All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **02 February 2021, Tuesday, 10:00 A.M.** to be facilitated by the PMO-BAC Secretariat and Members of the PMO-Technical Working Group (PMO-TWG) at the **Privatization and Management Office, 104 Gamboa St., Legaspi Village, Makati City** and to be attended by the members of the PMO-BAC, End-User, and Observers through videoconferencing via Zoom. Bids will be opened in the presence of the bidders' representative/s duly authorized to attend the activity also through Zoom Videoconference. Zoom link shall be provided to the Bidders upon receipt of their Bid.
10. The PMO-BAC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. Interested bidders may obtain further information from the PMO-BAC, through the PMO-BAC Secretariat, at telephone number 8893-7096 or through **BAC@pmo.gov.ph**, during office hours from 7:00 A.M. to 2:00 P.M., Mondays to Fridays, except Wednesdays.

Issued this 12<sup>th</sup> day of January 2021.

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**MELINDA B. CORTEZ**  
Chairperson, PMO-BAC

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, **Privatization and Management Office Bids and Awards Committee (PMO-BAC)** invites Bids for the Supply of Labor and Materials for the Renovation of Unit 18-N, Legaspi Towers 300, Roxas Boulevard, City of Manila, with Project Identification Number **PMO-02-2021**.

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

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for **FY 2021** in the amount of **One Million Nine Hundred Fifty Thousand Pesos (Php1,950,000.00)**.

2.2. The source of funding is:

- a. PMO Revolving/Retention Fund.

### **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. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.1. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible

for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through Zoom videoconferencing as indicated in paragraph 5 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents Comprising the Bid: Eligibility and Technical Components**

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

## **11. Documents Comprising the Bid: Financial Component**

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

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

## **15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **February 28, 2021**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 16. Sealing and Marking of Bids

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

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

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

## 17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and at its physical address as indicated in paragraph 6 of the **IB**.

## 18. Opening and Preliminary Examination of Bids

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

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

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

## 19. Detailed Evaluation and Comparison of Bids

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

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

ITB Clause																									
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>Interior Fit-out Works</p> <p>Tile Installation – Installation of floor and wall tiles as per project requirements.                      Plumbing Works – Installation and correction of sanitary and plumbing pipe lines.                      Painting Works – Application of various paints and sundries as per project requirements.                      Utility Works – Installation and laying of electrical lines relative to the project as per construction standards.                      Drywall Construction – Installation and assembly of drywall partitions as per construction standards.</p> <p>Assembly and Installation of Furniture</p>																								
7.1	<p>Glass fabrication and Installation – 100% of the work to be subcontracted                      Waterproofing Application – 100% of the work to be subcontracted                      Electrical Works – 100% of the work to be subcontracted                      Sanitary and Plumbing – 100% of the work to be subcontracted                      Equipment Supply and Installation – 100% of the work to be subcontracted</p>																								
10.3	No further instruction.																								
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Technical Supervisor</td> <td>Engineer/ Architect</td> <td style="text-align: center;">5 Years</td> </tr> <tr> <td>Foreman</td> <td>Fitout and Construction Works</td> <td style="text-align: center;">10 Years</td> </tr> <tr> <td>Painter</td> <td>Fitout and Construction Works</td> <td style="text-align: center;">5 Years</td> </tr> <tr> <td>Electrician</td> <td>Fitout and Construction Works</td> <td style="text-align: center;">5 Years</td> </tr> <tr> <td>Mason</td> <td>Fitout and Construction Works</td> <td style="text-align: center;">5 Years</td> </tr> <tr> <td>Carpenter</td> <td>Fitout and Construction Works</td> <td style="text-align: center;">5 Years</td> </tr> <tr> <td>Plumber</td> <td>Fitout and Construction Works</td> <td style="text-align: center;">5 Years</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Technical Supervisor	Engineer/ Architect	5 Years	Foreman	Fitout and Construction Works	10 Years	Painter	Fitout and Construction Works	5 Years	Electrician	Fitout and Construction Works	5 Years	Mason	Fitout and Construction Works	5 Years	Carpenter	Fitout and Construction Works	5 Years	Plumber	Fitout and Construction Works	5 Years
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">4" Angle Grinder</td> <td style="text-align: center;">670 watts</td> <td style="text-align: center;">2 units</td> </tr> <tr> <td style="text-align: center;">Air compressor</td> <td style="text-align: center;">0.5 hp</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td style="text-align: center;">Drill</td> <td style="text-align: center;">600 watts</td> <td style="text-align: center;">2 units</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	4" Angle Grinder	670 watts	2 units	Air compressor	0.5 hp	1 unit	Drill	600 watts	2 units												
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15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:																								



	<p>a. The amount of not less than <b>Php 39,000.00</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <b>Php 97,500.00</b>, if bid security is in Surety Bond.</p>
19.2	Partial bids are not allowed.
20	Company Profile
21	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*

<b>GCC Clause</b>	
2	Not Applicable.
3.1	Upon receipt of the Notice to Proceed (NtP).
6	Not Applicable.
7.2	One (1) year.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within seven (7) calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is Five Hundred Pesos (Php 500.00) per day for every day of delay.
13	The amount of the advance payment shall not exceed 15% of the total contract price.
14	No further instructions.
15.1	The date by which operating and maintenance manuals are required is within one (1) week after project turnover.  The date by which "as built" drawings are required is within two (2) weeks after project turnover.
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 Five Hundred Pesos (Php 500.00) per day for every day of delay.

# *Section VI. Specifications*

## **SCOPE OF WORKS AND PARAMETERS**

### **I. GENERAL PROJECT DESCRIPTION**

The project site is studio apartment located at Unit 18N, Legaspi Towers 300, 2600 Roxas Blvd. corner P. Ocampo Street, Malate, Manila, 1004 Metro Manila. It has a floor area of approximately 77.85 sq. m. Actual photos of the property are attached as Annex “A”.

The PMO shall renovate the studio apartment with the intention to lease. In view of this, the services of a contractor are needed to do the following:

1. Supply labor and materials for the implementation of the approved plans (Annex “B”, “B1” to “B12”) and General Requirements (Annex “C”);
2. Supervise construction works to ensure adherence to the approved plans and Detailed Specifications (Annex “D”) and all applicable laws, code and standards;
3. Comply with necessary building codes in relation with the construction of necessary building materials, installation and testing of utility systems and components required by the project;
4. Supply, delivery and installation of furniture and fixture as per specifications.
5. Supply, delivery and installation of equipment and appliances as per specifications.
6. Strictly observe the Renovation/Repair Guidelines of Legaspi Tower 300 attached as Annex “E”.
  - The contractor shall coordinate with the building administration upon award of the project to verify and confirm building administration rules and guidelines for consideration before renovation.
  - The contractor shall closely coordinate with the administration for compliance with the building rules and guidelines.
  - Additional requirements by the building administration pertinent to the present pandemic (unless/ otherwise inessential to the building administration due to quarantine restrictions) such as, but not limited to:
    - All construction workers are subject for swab testing (COVID 19 RT-PCR) 1 week prior to start of renovation and results are to be submitted to building administration office.
    - All workers are not allowed to leave the work site during the course of the renovation.
    - A limit of 3 work personnel are only allowed during the renovation.

### **II. SCOPE OF WORKS**

A. Process and secure permits and insurance

The Contractor shall secure, do all the necessary legwork and pay for all pertinent permits, licenses, clearances, building administration cash bond and insurances needed for the implementation of the project, which shall include but not limited to building permits, Contractor's All Risk Insurance (CARI), and other permits and insurances required by the building administrator and the local government unit (LGU). All related documents shall be submitted to the PMO before the implementation of the construction.

#### B. Site investigation

The Contractor shall conduct thorough inspection of the existing job site conditions and accept site as is. A site investigation and site work plan and survey report should be submitted to PMO.

#### C. Site Work

The following works shall be included:

1. Site clearing – removal of existing structures, if any, which is necessary to permit construction and other work as indicated, with the approval from PMO;
2. Site safety requirements – the Contractor shall provide site safety requirements such as temporary board-up, security and other protective requirements to ensure safety of workers and the general public in the project area throughout the duration of the contract.
3. Temporary power and water supply during construction - the Contractor shall also provide, at his own expense, all temporary lighting, power, water supply, and all necessary facilities sufficient enough for the simultaneous use of all possible field works to complete the project.
4. Storage and filing of materials – the Contractor shall designate a space for the storage of materials. Storage shall be maintained properly by designated personnel of the Contractor.

#### D. Supply and delivery of supplies and materials

The contractor shall submit at least 2 material proposals for approval for every item required for the project by the client or the consultant.

The Contractor shall notify the PMO of the schedule of delivery of supplies and materials. A PMO representative shall always be present during the scheduled date of delivery.

The Contractor shall be solely responsible in ensuring that all supplies and materials are delivered on site in good quality and condition and are as specified in the approved Bill of Quantities. A time and delivery record shall be maintained by the Contractor.



## E. Project implementation

The contractor shall demolish and dismantle all necessary existing items as per the demolition plan and architectural specifications, some items but not limited to are stated below:

- a. All existing CHB walls subject for demolition. Verify demolition plan for reference.
- b. All existing wall tiles inside the toilet and bath are subject for dismantling.
- c. All toilet and bath fixtures are subject for dismantling.
- d. All kitchen cabinets and fixtures are subject for dismantling.
- e. All electrical materials that are not subject for reuse are subject for dismantling.
- f. Existing floor tiles at balcony area subject for dismantling.
- g. Existing wall tiles at balcony zocallo subject for dismantling.
- h. Existing combination window and sliding door subject for dismantling.
- i. Existing ducting works subject for dismantling.

The Contractor shall construct all architectural and engineering works in accordance with the approved Plans and Specifications. Two (2) sets of clean plans and specifications shall always be kept on site to be available to PMO or their representative upon request during construction.

No alteration or addition shall be allowed without the consent and proper documentation approved by PMO, even such change is ordered by PMO. Changes may be presented to the PMO in the form of shop drawing showing information on all working dimensions, arrangement and sectional views, connections and materials.

The contractor shall coordinate with the client and consultant regarding material approval and/or concerns regarding the design that will affect the project.

The Contractor shall not work without proper instruction or detailed plans approved by PMO, otherwise he shall be responsible for the unacceptance of the work done without details. In such case, the Contractor shall make good the work at his own expense.

The contractor shall be responsible with the dismantling and the repair of all adjacent unit's walls, ceiling and etc. as required for the installation and replacement of utility works relative to the project.

The contractor shall coordinate with the client and building administration officials regarding hauling and disposal of debris and dismantled items.

## F. Project completion

The Contractor shall notify PMO, through a Notice of Completion together with a punch-list of the remaining works, once the project reaches an accomplishment of ninety-five percent (95%) of the total contract amount.

PMO or his representative, together with the Contractor, shall make preliminary inspection of the project and provide the latter with a punch-list of minor defects discovered, if any. The Contractor shall complete the remaining works and make the necessary corrections as enumerated in the punch-list within the approved remaining contract time.

The Contractor shall clean and clear the project site prior to PMO's final inspection and acceptance. Rubbish shall be legally and properly disposed of.

#### G. Project turn-over

The contractor shall conduct necessary testing required for the project (e.g. flood testing for waterproofing, meagre testing for electrical wirings, etc.) and shall document all tests and submit certification that the project test results are acceptable based on building standards.

The contractor shall coordinate with the building administrators, owner's representative and consultant prior to testing and request for witnessing of the tests.

The contractor shall employ a professional cleaning company to conduct housekeeping for the project prior to turn-over.

The Contractor shall prepare and submit as-built plans duly signed and sealed by duly licensed and registered professionals in the same size and scale as the original drawings in two (2) reproducible copies. Electronic copies shall also be submitted in AutoCAD and PDF formats.

The Contractor shall post a Warranty Security in accordance with the schedule as specified in Section IX of this TOR.

### III. REQUIREMENTS AND QUALIFICATIONS

Interested bidders must meet the minimum requirements as enumerated below to be considered eligible to participate in this bidding.

The Contractor must:

1. Be a member of the Philippine Contractors Accreditation Board (PCAB);
2. Have an experience of at least five (5) years in the construction business with at least one (1) contract that is similar to this Project;
3. Submit a certification of at least Satisfactory service from two (2) companies for similar projects completed in the last two (2) years

### IV. APPROVED BUDGET FOR THE CONTRACT (ABC) AND PROJECT DURATION

The approved Budget for the Contract is **One Million Nine Hundred Fifty Thousand Pesos (P 1,950,000.00)**, with the corresponding cost inclusive of all applicable government taxes; fees and other incidental expenses.

The approved period to complete the project is sixty (60) working days (Monday to Friday except holidays) to commence within five (5) calendar days from the receipt of the Contractor of the Notice to Proceed (NtP):

	Scope of Works	No. of days
1.	Processing of Permits and Insurances	12 working days
2.	Project Implementation	48 working days

#### V. TIMELINES AND DELIVERABLES

	SCOPE OF WORKS	DELIVERABLES	SCHEDULE OF SUBMISSION
1.	Processing of Permits and Insurances	Permits and Insurances	within 1 to 2 weeks from receipt of Notice to Proceed (NtP)
2.	Site Investigation	Site Investigation Report, site work plan and survey report	within seven (7) calendar days from receipt of NtP
3.	Supply and Delivery of Materials	Delivery report	Per approved schedule of delivery
4.	Project Implementation	Progress report  Shop drawings for alterations or changes to the approved plans and specifications, if any	Weekly – progress reports  Shop drawings – as the need arises
6.	Project Completion	Notice of Completion and punch-list of remaining works	Upon accomplishment of 95% of the total contract amount
7.	Project Turn-over	As-built plans duly signed and sealed by a licensed and registered professional	within fifteen (15) calendar days from receipt of Notice of Final Inspection and

		Warranty including furniture and equipment warranties	Security material, equipment	Acceptance of the project
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**VI. PAYMENT SCHEME AND SCHEDULE**

The Contractor shall be paid for the corresponding percentage of work completed to be scheduled as follows:

<b>Payment Due</b>	<b>% of Work</b>	<b>% of Payment</b>
1 <sup>st</sup> Payment	30%	30%
2 <sup>nd</sup> progress payment	50%	20%
3 <sup>rd</sup> progress payment	75%	25%
Final Payment	Shall be paid within fifteen (15) to thirty (30) calendar days after Final Inspection and Acceptance of the Project.	25%

The Contractor shall submit a statement of work accomplished (SWA) and corresponding request for progress payment for work accomplished together with the deliverables stated in Section V of this TOR and other documentary requirements to support the processing of payments. The SWA should show the amounts which the Contractor considers itself to be entitled to up to the end of the month, to cover the cumulative value of the works it executed to date, based on the items in the Bill of Quantities supported by progress photos.

Progress payments are subject to retention of ten percent (10%) referred to as the “retention money”. The total “retention money” shall be due for release upon final acceptance of the works and upon submission of the Contractor of the Warranty Security including material, furniture and equipment warranties.

**VII. DUTIES AND RESPONSIBILITIES**

**A. Contractor**

1. During Bidding

1.1 The Contractor shall be responsible for taking the necessary steps to carefully examine all documents provided by PMO. It also rests upon the Contractor to check all the numbers and units as indicated in the Bill of Quantities. The Contractor is enjoined to confer with the PMO on items for clarification before submitting his bid. No excuses shall be entertained for misinterpretation of the plans and specifications after the award of contract.

1.2 It is also the sole responsibility of the Contractor to determine and acknowledge all conditions and other factors that may affect the cost, duration and execution of the work. By submitting his proposal, the Contractor acknowledges that he has inspected the site and determined the general characteristic of the project. Failure to do so shall be at the Contractor's risk.

## 2. During Project Implementation

2.1 Guarantee that all supplies delivered are as specified in the Bill of Quantities, free from defects and are not of inferior quality;

2.2 Guarantee that all works shall be performed by experienced and skilled craftsmen to assure that the works are of first class quality, appearance and durability;

2.3 Execute all the works under the contract in strict accord with standard engineering methodology and procedures and shall be responsible for maintaining cleanliness and orderliness, health and safety of workers and general public in the project area throughout the duration of the contract;

2.4 Secure its own water and electrical supply for temporary use during the construction period. The contractor shall pay for expenses for the acquisition of the water and power connection to the local utility/building administration;

2.5 Secure necessary all-risk insurance coverage at his/her own expense. The Contractor shall be solely responsible for (a) death or injury to the contractor or any of his employees or laborers; and (b) any damage to contractor's equipment or materials.

2.6 Pay the cash bond requirement of the homeowners association based on Annex "E" – Legaspi Towers 300 Corporation, Inc. Renovation/Repair Guidelines;

All violation/damages referring to Renovation/Repair Guidelines of Legaspi Tower 300 shall be deducted to the contractor's issued cash bond to the building administration.

2.7 Always be present in the project in the event of meetings and ocular inspections by the client and/ or consultant. In the event of the contractor's

absence, he/ she must employ a technical engineer to attend and assist the client and/ or consultant during the said meetings and inspections.

## **B. Privatization Management Office (PMO)**

### **1. During Bidding**

1.1 Provide approved plans, specifications and Bill of Quantities. The plans and specifications shall be interpreted by PMO and/or his authorized representative.

### **2. During Project Implementation**

2.1 Immediate action on items requiring approval of PMO before implementation of Contractor;

2.2 Assist the Contractor, if necessary, in securing the pertinent permits, clearances and utilities needed for the execution of the project. It is the responsibility of the Contractor to pay for any and all expenses necessary for the acquisition of such documents and to make representations and follow-ups to expedite the release of the same; and

2.3 Ensure timely payment of fees due to the Contractor on a monthly basis provided that the Contractor submitted complete supporting documents for the processing of such fees.

## **VIII. LIQUIDATED DAMAGES**

Liquidated damages shall be imposed upon the Contractor in the amount equivalent to one-tenth of one percent (0.001) of the cost of the unperformed portion of the works for every day of delay, where the Contractor refuses or fails to satisfactorily complete the project within sixty (60) working days from receipt of Notice to Proceed, plus any time extension granted.

In no case however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be taken over by PMO and the erring Contractor's performance security shall be forfeited.

## **IX. WARRANTY**

The Contractor warrants that the completed work is free from defects within one (1) year from date of issuance of Certificate of Completion and Final Acceptance by PMO. Defects shall mean faults attributable to improper construction, use of inferior/substandard materials, and any violation of the contract plans and specifications.

The Contractor shall undertake the repair works of defects, at his own expense, within ninety (90) calendar days to commence within seven (7) calendar days from receipt of order to undertake repair from PMO.

To guarantee that the Contractor shall perform his responsibilities for defects, it shall be required to post a Warranty Security in accordance with the following schedule:

Form of Warranty Security	Amount of Warranty Security (Not less than the required percentage of the Total Contract Price)
a) Cash or Letter of Credit issued by a Universal or Commercial Bank: Provided, however, that the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five percent (5%)
b) Bank guarantee confirmed by a Universal or Commercial Bank.	Ten percent (10%)
c) Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

The contractor shall compile all material, furniture and equipment warranties and issue to the PMO upon completion of the project. All subcontractor warranties (e.g., waterproofing warranty) shall be directly addressed and accredited to PMO.

## *Section VII. Drawings*

Please see attached:

- a) Annex “B”
- b) Annex “B1”
- c) Annex “B2”
- d) Annex “B3”
- e) Annex “B4”
- f) Annex “B5”
- g) Annex “B6”
- h) Annex “B7”
- i) Annex “B8”
- j) Annex “B9”



## ***Section VIII. Bill of Quantities***

Please see attached:

- a) Annex “B10”**
- b) Annex “B11”**
- c) Annex “B12”**

Note: The authorized representative of the Bidder shall affix his signature at the bottom of each page of the Bill of Quantities. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

# ***Section IX. Checklist of Technical and Financial Documents***

## **I. TECHNICAL COMPONENT ENVELOPE**

### ***Class “A” Documents***

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**Or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;  
**And**
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**And**
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (Form1); **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form 2), except under conditions provided under the rules; **and**
- (h) Philippine Contractors Accreditation Board (PCAB) License;  
**or**  
Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **and**
- (i) 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 (Form 3); **and**
- (j) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid (Form 4);
  - b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (Form 5);
  - c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership (Form 6) or certification of availability of equipment from the

equipment lessor/vendor for the duration of the project (Form 7), as the case may be; **and**

- (k) Original duly signed Omnibus Sworn Statement (OSS) (Form 8); **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.

Financial Documents

- (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (Form 9).

**Class "B" Documents**

- (n) 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**

- (o) Original of duly signed and accomplished Financial Bid Form (Form 10); **and**

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities (Form 11 to 13); **and**
- (q) 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**
- (r) Cash Flow by Quarter.

***Section X. Required Forms to be Submitted by  
Bidders***

**STATEMENT OF ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

Business Name:

Business Address:

Name of Contract and Amount of Contract	a. Owner Name b. Address	Contract Duration	Date of Contract	Date of Delivery	Kinds of Goods	% of Accomplishment		Value of Outstanding Works/Uncompleted Portion
						Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Continue in a separate sheet if necessary

Note: This procurement shall be supported with (whichever is available)

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishment signed by the owner or authorized representative

Submitted by:

Printed Name and Signature  
 Designation  
 Date

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID**

Business Name:

Business Address:

Name of Contract	a. Date of the Contract b. Date Started c. Date of Completion	a. Contract Duration b. Address c. Telephone Nos.	Kinds of Goods Sold	Amount of Completed Contracts	Date Delivery	End-user's Acceptance/Official Receipt/Sales Invoice issued

\_\_\_\_\_  
Name and Signature Authorized Representative

\_\_\_\_\_  
Date

Instructions:

1. Cut-off date as of:
  - a. **Up to the day before the deadline of** submission of bids.
2. Largest Contracts to be submitted must be a part of the list.
3. **In the column under "Dates", indicate the dates of delivery/End-user's Acceptance and Official Receipt.**
4. **"Name of Contracts". Indicated here the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.**

**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]*

**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 Key Personnel.

Attach the required Proposed Organizational Chart for the Contract as stated above

- 1. This organization chart should represent the “Contractor’s Organization” required for the Project, and not the organizational chart of the entire firm.*
- 2. All these are required to be in the Technical Envelope of the Bidder.*



**List of Contractor’s Key Personnel Proposed to be Assigned to the Contract**

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

	<b>Technical Supervisor</b>	<b>Foreman</b>	<b>Painter</b>	<b>Electrician</b>	<b>Mason</b>	<b>Carpenter</b>	<b>Plumber</b>
1. Name							
2. Address							
3. Date of Birth							
4. Employed since							
5. Experience							
6. Previous Employment							
7. Education							
8. PRC License							

Minimum Requirements : Technical Supervisor  
: Foreman  
: Painter  
: Electrician

Note : Attach individual resume and a copy of PRC License of the (professional) personnel

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

Designation : \_\_\_\_\_

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

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor’s key personnel (viz., Technical Supervisor, Foreman, Painter, Electrician, Mason, Carpenter and Plumber), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel’s signed written commitment to work for the project once awarded the contract).

**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
A. Owned							
i.							
ii.							
iii.							
iv.							
v.							
B. Leased							
i.							
ii.							
iii.							
iv.							
v.							
C. Under Purchase Agreements							
i.							
ii.							
iii.							
iv.							
v.							

List of minimum equipment required for the project :  
 Submitted by :

\_\_\_\_\_  
 (Printed Name & Signature)

Designation :

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

\_\_\_\_\_

One of the requirements from the bidder to be included in its Technical Envelope is the list of its equipment units pledged for the contract to be bid, which are owned (supported by proof/s of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.

## Certification of Availability of Equipment

(Date of Issuance)

Name of the Head of the Procuring Entity

Position of the Head of the Procuring Entity

(Name of Procuring Entity)

(Address of Procuring Entity)

Attention : The Chairperson  
Bids and Awards Committee

Dear Sir / Madame:

In compliance with the requirements of the (Name of the Procuring Entity) BAC for the bidding of the (Name of the Contract), we certify that (Name of the Bidder) has leased the following equipment from our company:

- a.
- b.
- c.
- d.
- e.

Further, we likewise certify the availability of the above listed equipment for the duration for the construction contract.

Very truly yours,

(Name of Lessor/Vendor)

(Position)

**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

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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 or authorized representative of [Name of Bidder] with office address at [address of Bidder];

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

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

**Computation of Net Financial Contracting Capacity (NFCC)**

A. Summary of the Bidder’s assets and liabilities on the basis of the attached Audited Financial Statements stamped “RECEIVED” by the Bureau of Internal Revenue (BIR) or its authorized collecting agent, for the immediately preceding year.

	Year
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Net Worth (1-3)	
6. Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

**NFCC**=K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started.

Where:

K = 15

NFCC=P\_\_\_\_\_

Attached are certified true copies of the Audited Financial Statements stamped “RECEIVED” by the BIR for the years \_\_\_\_\_ and \_\_\_\_\_, including the Auditor’s /Accountant’s Certificate.

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

Submitted by:

Authorized Signature  
Name & Title of Authorized Signatory  
Name of Bidder-Agency  
Bidder’s Address

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

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**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:

- b. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- c. We offer to execute the Works for this Contract in accordance with the PBDs;
- d. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- e. The discounts offered and the methodology for their application are: *[insert information]*;
- f. 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,
- g. 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;
- h. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>1</sup> for this purpose;
- i. 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;
- j. 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

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

- k. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
  
- l. 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].
  
- m. 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: \_\_\_\_\_




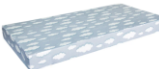







# Form 11


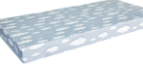








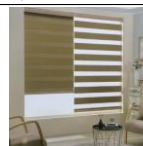
Privatization and Management Office														
PROJECT TITLE :		LT300 Unit 18N Condominium Unit Renovation												
PROJECT LOCATION :		Unit 18N, Legaspi Tower 300, 2600 Ocampo St., Malate, Manila, 1004 Metro Manila												
SUBJECT :		Civil Works Bid Form												
CONTRACTOR :														
ITEM NO.	DESCRIPTION	QTY.	UNIT	ESTIMATED DIRECT COST			MARK-UPS IN PERCENT		TOTAL MARK-UPS		VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
				MATERIAL UNIT COST	LABOR UNIT COST	TOTAL MATERIAL COST	TOTAL LABOR COST	TOTAL LABOR AND MATERIAL COST	OCM	PROFIT				
<b>I. GENERAL REQUIREMENTS</b>														
1.1	Mobilization	1.00	lot						0%	0%	0%			
1.2	Demobilization, hauling and final cleaning prior to turnover	1.00	lot						0%	0%	0%			
1.3	Delivery and Tools & Equipment	1.00	lot						15%	10%	25%			
1.4	Water & Power consumption during construction	1.00	lot						15%	10%	25%			
1.5	Regular cleaning of jobsite during renovation	1.00	lot						15%	10%	25%			
1.6	As-Built Plan	1.00	lot						15%	10%	25%			
1.7	Securing and payment of all necessary permits including building permit, clearances, insurances and bonds necessary for the project	1.00	lot						15%	10%	25%			
1.8	Personnel swab testing and other necessary medical tests and certification as required by the building management	1.00	lot						15%	10%	25%			
1.9	Building administration facilities and utilities	1.00	lot						15%	10%	25%			
1.10	Roughing-in works and repair works for neighboring units as required for the construction	1.00	lot						15%	10%	25%			
1.10	Others													
		<b>SUBTOTAL COST:</b>												
<b>II. SITE CONSTRUCTION</b>														
2.1	Demolition of existing concrete walls	12.00	sq.m.						15%	10%	25%			
2.2	Dismantling of existing wall and floor tiles at toilet and balcony	50.00	sq.m.						15%	10%	25%			
2.3	Dismantling of existing ductworks, doors and windows not subject for reuse	1.00	lot						15%	10%	25%			
2.4	Dismantling of existing kitchen & toilet and bath fixtures, counter tops, grease traps, utility lines and all other items not subject for reuse.	1.00	lot						15%	10%	25%			
2.5	Site clearing and disposal of dismantled and demolished debris	1.00	lot						15%	10%	25%			
2.6	Others													
		<b>SUBTOTAL COST:</b>												
<b>III. MASONRY WORKS</b>														
3.1	Construction of 100mm concrete hollow blocks complete with mortar and 10mm diameter reinforcing bars spaced every 600mm on center both ways.	7.25	sq.m.						15%	10%	25%			
3.2	25mm thick cement plaster	14.50	sq.m.						15%	10%	25%			
3.3	18mm thick salt and pepper granite counter top for kitchen counter and lavatory counter complete with fascia and splashboard. Contractor to apply necessary sealers and verify corner profile termination to designer. Submit sample for approval.	1.00	slabs						15%	10%	25%			
3.4	Others													
		<b>SUBTOTAL COST:</b>												
<b>IV. THERMAL AND MOISTURE PROTECTION</b>														
7.1	Supply delivery and application of cementitious waterproofing as per manufacturer's standards at toilet & bath and balcony. Apply to flooring and walls up to 300mm from floor.	22.00	sq.m.						15%	10%	25%			
7.2	Others													
		<b>SUBTOTAL COST:</b>												
<b>VIII. DOORS AND WINDOWS</b>														
8.1	Existing entrance door to be retained and refurbished. All hardware subject for replacement with new equivalent quality (Heavy duty entrance double handle set, 4 sets stainless steel ball bearing butterfly hinges, single cylinder deadbolt, door viewer). Install new set stainless steel chain bolt, door seal with brush and door stopper. Contractor to present sample hardware and accessories for approval. Existing door panel and jamb subject for surface repair and repainting using quick drying enamel as per manufacturer's standards. Submit sample for approval.	1.00	set						15%	10%	25%			
8.2	Supply, delivery and installation of new set flush door 900mm x 2100mm with 50mm x 100mm solid kiln dried door jamb. Flush door shall be equipped with solid wood frame and 6mm thick marine plywood at both faces. Door panel and jamb shall be painted using quick drying enamel as per manufacturer's standards. Install stainless steel hardware (entrance lever type lockset, 4 sets stainless steel ball bearing butterfly hinges and door stopper). Submit sample for approval.	2.00	sets						15%	10%	25%			









8.3	Supply delivery and installation of new set flush door 700mm x 2100mm with 50mm x 100mm solid kiln dried door jamb. Flush door shall be equipped with solid wood frame and 6mm thick marine plywood at both faces and 500mm (H) x 500mm (W) louvers with 50mm x 50mm wood frame and wood louvers. Door panel and jamb shall be painted using quick drying enamel as per manufacturer's standards. Install stainless steel hardware (privacy/lever type lockset, 4 sets stainless steel ball bearing butterfly hinges and door stopper). Submit sample for approval.	1.00	set																15%	10%	25%
8.4	Supply delivery and installation of new set flush door 600mm x 2100mm with 50mm x 100mm solid kiln dried door jamb. Flush door shall be equipped with solid wood frame and 6mm thick marine plywood at both faces and 500mm (H) x 400mm (W) louvers with 50mm x 50mm wood frame and wood louvers. Door panel and jamb shall be painted using quick drying enamel as per manufacturer's standards. Install stainless steel hardware (privacy/lever type lockset, 4 sets stainless steel ball bearing butterfly hinges and door stopper). Submit sample for approval.	2.00	sets																15%	10%	25%
8.5	Supply delivery and installation of combination of 2 sets 875mm x 1180mm fixed windows with 6mm thick tempered glass on powder coated aluminum frame complete with gaskets and sealants; and sliding glass door (opening dimensions of 1750mm x 2120mm) panel using 6mm thick tempered glass on powder coated aluminum frame complete gaskets and sealants, with insect screen as per manufacturer's standards. Provide built-in sliding door lock as per manufacturer's standards. Submit switches for powder coating and aluminum frame section for approval.	1.00	set																15%	10%	25%
8.6	Supply delivery and installation of combination of 600mmW x 400mmH awning glass window using 3mm thick tempered glass with powder coated aluminum frame complete with necessary gaskets, sealants and hardware as per manufacturer's standards. Submit switches for powder coating and aluminum frame section and hardware for approval.	4.00	sets																15%	10%	25%
8.7	Supply delivery and installation of combination of 600mmW x 400mmH awning glass window using 6mm thick tempered glass with powder coated aluminum frame complete with necessary gaskets, sealants and hardware as per manufacturer's standards. Submit switches for powder coating and aluminum frame section and hardware for approval.	2.00	sets																15%	10%	25%
8.8	Others																		15%	10%	
<b>SUBTOTAL COST:</b>																			15%	10%	
<b>IX. FINISHES</b>																					
9.1	Supply delivery and construction of drwall using 9mm thick fiber cement board with 0.5mm x 75mm metal stud and tracks framing spaced every 400mm on center both ways complete with necessary accessories such as aluminum corner beads, rivets, etc.	53.00	sq.m.																15%	10%	25%
9.2	Supply delivery and construction of ceiling using 9mm thick gypsum board with 0.5mm x 19mm x 50mm double furring channel spaced every 600mm on center, both ways complete with necessary fasteners and accessories as per manufacturer's standards. Contractor to provide 12mm x 12mm Z bead shadow line moulding at wall and ceiling perimeter.	72.80	sq.m.																15%	10%	25%
9.3	Existing interior wall surfaces and drwall surfaces subject for surface preparation and painting using odorless latex paint as per manufacturer's standards. Submit paint switches for approval.	205.76	sq.m.																15%	10%	25%
9.4	Ceiling surfaces subject for surface preparation and painting using odorless flat latex paint as per manufacturer's standards. Submit paint switches for approval.	72.80	sq.m.																15%	10%	25%
9.5	Exterior wall surfaces subject for surface preparation and painting using elastomeric painting as per manufacturer's standards.	24.00	sq.m.																15%	10%	25%
9.6	Supply delivery and installation of 400mm x 400mm non-skid ceramic floor tiles complete with tile adhesive and anti-bacterial grout. Contractor to present switches for approval.	67.00	sq.m.																15%	10%	25%
9.7	Supply delivery and installation of 300mm x 300mm non-skid ceramic floor tiles complete with tile adhesive and anti-bacterial grout for toilet and bath. Contractor to present switches for approval.	6.20	sq.m.																15%	10%	25%
9.8	Supply delivery and installation of 300mm x 300mm glazed ceramic wall tiles complete with tile adhesive and anti-bacterial grout for toilet and bath. Contractor to present switches for approval.	13.10	sq.m.																15%	10%	25%
9.10	Supply delivery and installation of 10mm x 10mm square section PVC tile trim	14.60	l.m.																15%	10%	25%
9.11	Supply delivery and installation of 300mm x 300mm glazed ceramic wall tiles complete with tile adhesive and anti-bacterial grout for kitchen splash board. Contractor to present switches for approval.	1.20	sq.m.																15%	10%	25%
9.12	Others																				
<b>SUBTOTAL COST:</b>																					







X. SPECIALTIES													
10.1	Supply delivery and installation of kitchen base cabinet and shelves using 18mm thick melamine white stipple laminated faces on marine plywood substrate for carcass and doors using 18mm thick melamine wood grain laminate for exterior face and melamine white stipple interior face on marine plywood substrate complete with open shelving using 18mm thick melamine wood grain laminated faces on marine plywood substrate. Provide 6mm thick melamine white stipple laminate on one face on marine plywood substrate. All exposed edges to be provided with 1mm thick x 23mm PVC edgeband. All laminates and edgebands shall be machine applied. Provide ABS plastic plinth foot, 3 sets concealed stainless steel 304 per door leaf, continuous aluminum handle and shelf support. Contractor to submit swatches and hardware samples for approval. Provide 18mm thick melamine white stipple laminated on one face marine plywood for granite countertop substrate with laminated face exposed at cabinet interior.	1.00	set							15%	10%	25%	
10.2	Others												
		SUBTOTAL COST:											
XIII. SPECIAL CONSTRUCTION													
13.1	Supply delivery and installation of brass pendant type sprinkler head complete with escucheon and necessary accessories as per manufacturer's standards.	9.00	set							15%	10%	25%	
13.2	Supply and installation of Black Iron Pipes, Schedule 40 or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system												
13.2.1	50mm diameter	9.00	l.m.							15%	10%	25%	
13.2.2	25mm diameter	19.50	l.m.							15%	10%	25%	
13.3	Others												
		SUBTOTAL COST:											
XVI. MECHANICAL													
SANITARY AND PLUMBING													
15.1	Sanitary line Installation. Installation of Polyvinyl Chloride (PVC) pipes, Series 1000 II or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system												
15.1.1	50mm diameter	25.00	l.m.							15%	10%	25%	
15.1.2	75mm diameter	25.00	l.m.							15%	10%	25%	
15.1.3	100mm diameter	25.00	l.m.							15%	10%	25%	
15.1.4	Supply delivery and installation of 100mm diameter wall cleanout for lavatory drain tapping point.	1.00	set							15%	10%	25%	
15.1.5	Supply delivery and installation of 50mm diameter wall cleanout for lavatory drain tapping point.	1.00	set							15%	10%	25%	
15.2	Vent line Installation. Installation of owner supplied Polyvinyl Chloride (PVC) pipes, Series 1000 II or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system												
15.2.1	50mm diameter	6.00	l.m.							15%	10%	25%	
15.3	Supply delivery and installation of stainless steel 304 grease trap 4GPM complete with necessary strainers and accessories.	1.00	set							15%	10%	25%	
15.4	Cold water supply (roughing-in). Installation of High Density Polypropylene Random Copolymer (PPR) pipes, Class PN-20 including fittings, painting, sleeves, support, hangers, and other miscellaneous items as shown and as required to complete the system.												
15.4.1	32mm diameter	3.00	l.m.							15%	10%	25%	
15.4.2	20mm diameter	15.00	l.m.							15%	10%	25%	
15.4.3	32mm diameter gate valve	2.00	sets							15%	10%	25%	
15.5	Toilet and bath fixtures (Supply, delivery and installation)									15%	10%		
15.5.1	364mm x 743mm x 764mm. Top flush dual flush for 3RL water closet complete with soft-close and anti-bacterial seat cover. Contractor to provide angle valve, wax flange, flexible hose and fixation set.	1.00	set							15%	10%	25%	
15.5.2	Wall hung porcelain lavatory basin 560 x 475mm with nano coating with half pedestal, complete with necessary accessories and p traps as per manufacturer's standards	1.00	set							15%	10%	25%	
15.5.3	Brass wall mounted tap with hose connector for shower complete with escucheon and accessories as per manufacturer's standards.	1.00	set							15%	10%	25%	
15.5.4	Stainless steel faucet pillar with brass fittings complete with flexible hose and accessories as per manufacturer's standards.	1.00	set							15%	10%	25%	
15.5.5	Stainless steel shower bidet with brass fittings complete with flexible hose, holder and accessories as per manufacturer's standards.	1.00	set							15%	10%	25%	
15.5.6	Stainless steel floor drain with strainer complete with insect proofing (100mm x 100mm)	2.00	sets							15%	10%	25%	
15.6	Kitchen fixtures (Supply, delivery and installation)									15%	10%		
15.6.1	620mm x 430mm x 150mmD bright satin stainless steel 304 kitchen sink with wash tray complete with p traps, drains and accessories as per manufacturer's standards.	1.00	set							15%	10%	25%	
15.6.2	Stainless steel kitchen faucet cold water line only complete with flexible hose and accessories.	1.00	set							15%	10%	25%	
MECHANICAL													
15.7	Toilet exhaust fan												
15.7.1	300mm x 300mm ceiling exhaust fan complete with plastic diffuser grilles with exhaust flap, 230V/60Hz/26W/8.2 cu.m./minute 48dB	2.00	sets							15%	10%	25%	
15.7.2	300mm x 300mm ceiling exhaust air vent complete with plastic diffuser grille cover with insect screen.	1.00	set							15%	10%	25%	
15.7.3	Exhaust vent line. Installation of 75mm diameter Polyvinyl Chloride (PVC) pipes, Series 1000 II or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system	6.00	l.m.							15%	10%	25%	
15.8	Others												
		SUBTOTAL COST:											

XII. ELECTRICAL												
16.1	Wires, conduits and roughing-ins											
16.1.1	Panel board - 10 - 2 pole bolt on	1.00	set					15%	10%	25%		
16.1.2	Main CB 90AT, 100AF, 1P, 230V	1.00	set					15%	10%	25%		
16.1.3	30 AT Circuit Breaker	6.00	set					15%	10%	25%		
16.1.4	20 AT Circuit Breaker	4.00	set					15%	10%	25%		
16.1.5	15mm diameter EMT pipe	36.00	lengths					15%	10%	25%		
16.1.6	32mm diameter EMT pipe	4.00	lengths					15%	10%	25%		
16.1.7	32mmØ EMT Coupling	10.00	pcs					15%	10%	25%		
16.1.8	32mmØ EMT Connector	10.00	pcs					15%	10%	25%		
16.1.9	15mm diameter flexible metal conduit	29.20	l.m.					15%	10%	25%		
16.1.10	15mmØ EMT Coupling	100.00	pcs					15%	10%	25%		
16.1.11	15mmØ EMT Connector	80.00	pcs					15%	10%	25%		
16.1.12	15mmØ Flexible Metal Adaptor & Locknut	120.00	pcs					15%	10%	25%		
16.1.13	4" x 4" x 2" Octagonal Box, Gauge 16, Zinc-Chromate with Cover	47.00	sets					15%	10%	25%		
16.1.14	2" x 4" Utility Box, Gauge 16, Zinc-Chromate	28.00	sets					15%	10%	25%		
16.1.15	22mm <sup>2</sup> THHN Wire	30.00	l.m.					15%	10%	25%		
16.1.16	55mm <sup>2</sup> THHN Wire	100.00	l.m.					15%	10%	25%		
16.1.17	35mm <sup>2</sup> THHN Wire	450.00	l.m.					15%	10%	25%		
16.1.18	Electrical tape	20.00	rolls					15%	10%	25%		
16.1.19	Telephone cable	10.00	l.m.					15%	10%	25%		
16.2	Fixtures and plates							15%	10%	25%		
16.2.1	9W LED daylight slim type downlight lighting fixture panel (Owner Supplied Material)	27.00	sets					15%	10%	25%		
16.2.2	6W LED warm white slim type downlight lighting fixture panel	14.00	sets					15%	10%	25%		
16.2.3	2 gang wide series single-way switch with cover	5.00	sets					15%	10%	25%		
16.2.4	1 gang wide series single-way switch with cover	4.00	sets					15%	10%	25%		
16.2.5	Duplex Convenience Outlet	14.00	sets					15%	10%	25%		
16.2.6	Single Convenience Outlet	3.00	sets					15%	10%	25%		
16.2.7	Weather proof duplex outlet	1.00	sets					15%	10%	25%		
16.2.8	Telephone outlet	1.00	sets					15%	10%	25%		
16.2.9	Tandem Outlet for Special Purpose Usage	6.00	sets					15%	10%	25%		
16.2.10	Heavy duty emergency light fixture	3.00	sets					15%	10%	25%		
<b>SUBTOTAL COST:</b>												
<b>GRAND TOTAL COST:</b>												
<b>NOTE:</b>												
1.0 All utility systems are subject for testing such as megger testing for electrical system, pressure test for water lines, leak test for water lines, flood testing for waterproofed areas, etc.												
2.0 All test to be done on the site shall be care of the contractor. The contractor shall issue a notice to the owner or designer to witness testing and shall issue a certificate of completion for every tests.												
3.0 All materials and equipment manuals are to be compiled and turnedover to the end user upon project completion.												
4.0 The contractor shall coordinate with the building administration to verify guidelines and considerations pertaining to the renovation project.												
5.0 Upon closing of walls and ceilings, the contractor shall inform the client or the designer to inspect all utilities to be hidden within the said cavities.												
Submitted by:												

Privatization and Management Office														
PROJECT TITLE : <b>LT300 Unit 18N Condominium Unit Renovation</b>														
PROJECT LOCATION : Unit 18N, Legaspi Tower 300, 2600 Ocampo St., Malate, Manila, 1004 Metro Manila														
SUBJECT : <b>Furniture and Fixtures Bid Form</b>														
CONTRACTOR :														
DATE :														
ITEM NO.	IMAGE REFERENCE	DESCRIPTION	QTY.	UNIT	UNIT COST	ESTIMATED DIRECT COST	MARK-UPS IN PERCENT		TOTAL MARK-UPS		VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
							OCM	PROFIT	%	VALUE				
<b>I. DORMITORY ROOM</b>														
1.1		Mandauefoam Ryan Double Deck Metal Bed Overall dimensions: L199.5 x W99 x H159cm Mattress Size: 36" x 75" Headboard and footboard: 50mm dia. round metal tube post with 25mm and 16mm diameter round metal tube in black powder coated finish frames and supports. Side Rail: 25mm x 50mm x 1.0mm thick rectangular metal tube black powder coated finish. Bed Base: 25mm x 25mm x 1.0mm thick rectangular metal tube mesh frame with 3.8mm diameter solid wire mesh in black powder coated finish. Net weight: 36.6 kgs	3.00	sets			12%	12%	24%					
1.2		Mandauefoam Flex Foam Mattress Overall Dimensions: Single 3' x 36" x 75" Polyurethane foam with a density of 31 kg/cu.m. Comes with 80 gsm brushed poly cotton cover with flex foam print 10 year warranty against sagging and production defects	6.00	pcs			12%	12%	24%					
1.3		Mandauefoam Sydney 1 Door Dresser Overall Dimensions: W48 x D47 x H180cm Color: Walnut (7007-11) 15mm thick particle board laminated with amino paper veneer with 3mm thick MDF back board and 16 inches metal drawer guide 19mm diameter steel tube hanger rod in powder coated 128mm plastic handle Net weight: 36.5 kgs	6.00	pcs			12%	12%	24%					
1.4		Mandauefoam Gemina Nightstand Overall dimensions: W39.5 x D32 x H50cm Color: Walnut with Black powder coated metal 15mm thick E2 grade particle board laminated with paper veneer with 3mm thick MDF backboard Metal mesh door in 20x10mm hole size and 20 x 20 x 0.7mm thick metal leg in powder coated finish Net weight: 9 kgs	3.00	pcs			12%	12%	24%					
1.5		Mandauefoam Samar Desk - Dark Walnut Overall dimensions: W74 x D48 x H146.5cm Desktop height: 76cm Color: Shelf panels - Dark walnut (6515) and metal members - powder coated black 15mm thick particle board laminated with PVC vinyl shelf panels. 30 x 20 x 0.6mm thick rectangular metal tube in powder coated finish frames Normal drawer side mechanism Net weight: 17 kgs	3.00	pcs			12%	12%	24%					
1.6		Mandauefoam Colt Chair Overall dimension: W46.5 x D50.5 x H83cm Seat Height: 44cm Material: Plastic: White (90290) or Black (3010) Wood: Natural Polypropylene (Pp) plastic seat and backrest in injection molding process 10mm diameter solid iron leg support in powder coated finish Net weight: 3.7 kgs	3.00	pcs			12%	12%	24%					
<b>II. LIVING AND DINING AREA</b>														
2.1		Mandauefoam Ghost 6-8 Extension Table Overall dimensions: Close - W150 x D90 x H75cm Overall dimensions: Open - W195 x D90 x H75cm Walnut 18mm thick E2 grade MDF board laminated with walnut veneer 50 x 60 x 730mm solid rubber wood leg in AC lacquered finish. Net weight: 43 kgs	1.00	pc			12%	12%	24%					
2.2		Mandauefoam Britta Chair Overall dimensions: 36.5cm W x 40cm D x 91cm H Seat Height: 46.8cm Wood: Walnut Fabric: Light Grey 52mm thick new foam covered with polyester fabric seat and AC rubberwood frame and legs Net weight: 10.4 kgs	7.00	sets			12%	12%	24%					
1.1		Mandauefoam Aramis Shoe Cabinet - PA14 Brown Overall dimensions: W68 x D32 x H100cm Color: Brown (PA14) Carcass: 16mm thick particle board laminated with paper veneer Door: 16mm x 50mm MDF board as frame with 5mm thick slats décor laminated with paper veneer Handle: 96mm x 12mm PVC plastic Net weight: 22 kgs	1.00	set			12%	12%	24%					

III. EXECUTIVE ROOM												
3.1		Mandauefoam Bronx Semi-double bed 48 x 75 Overall size: 1275mmW x 1965mmD x 815mmH Mattress Size: 48" x 75" Color: Dark Cappuccino Primary Material: Rubberwood and MDF with Veneer	1.00	sets					12%	12%	24%	
3.2		Mandauefoam Flex Foam Mattress Overall Dimensions: Single 6' x 48" x 7.5" Polyurethane foam with a density of 31 kg/cu.m. Comes with 80 gm brushed poly cotton cover with flex foam print 10 year warranty against sagging and production defects	1.00	pcs					12%	12%	24%	
3.3		Mandauefoam Farid Office Desk Overall dimensions: W100 x D48 x H75cm Panels: Walnut (G188) and Black Combination Metal Frame: Black 15mm thick particle board laminated with melamine, desktop and storage panels Full extension drawer slide mechanism 20 x 20 x 0.8mm thick square metal tube in powder coating finish frames Net weight: 18.2 kgs	1.00	pc					12%	12%	24%	
3.4		Mandauefoam Noah Chair Overall dimension: W48.5 x D53.5 x H83cm Seat Height: 45.5cm Material: Plastic and seat cushion: Light grey Wood: Natural Polypropylene (Pp) plastic seat and backrest in injection molding process 25mm newfoam covered with PU faux leather fabric fixed seat cushion 38 x 60mm tapered beechwood leg in natural finish Net weight: 4.7 kgs	1.00	pc					12%	12%	24%	
3.5		Mandauefoam Selene 6 Chest of Drawer Overall dimension: W119cm x D40cm x H77cm Color: Light Wenge (VC-1C046) Material: 15mm thick particle board laminated with amino paper veneer with 3mm thick MDF back board and 14 inches metal drawer guide 39 kgs. Assembly required	1.00	pc					12%	12%	24%	
3.6		Mandauefoam Callaway 2 Door Wardrobe Overall dimension: W80cm x D47cm x H190cm Color: Light Wenge (VC-1C046) Material: 15mm thick particle board laminated with amino paper veneer with 3mm thick MDF back board and 16 inches metal drawer guide and 1 piece normal lock 790 x 290mm normal mirror 19mm diameter steel tube hanger rod in powder coated 128mm plastic handle 62 kgs. Assembly required	1.00	pc					12%	12%	24%	
IV. KITCHEN												
4.1		Mandauefoam Cabello Hanging Cabinet 90 cm Overall dimensions: W900mm x D330mm x H720mm Panels: Melamine	1.00	pc					12%	12%	24%	
V. TOILET AND BATH												
5.1		Mandauefoam 4327-AA-WI 55x70cm White Frame PS Frame 2mm flat mirror, MDF board backing, hangers, corner protectors, shrinking wrap, master carton	1.00	pc					12%	12%	24%	
5.2		Stainless steel towel rack with extra bar or equivalent SUS 304	1.00	pc					12%	12%	24%	
5.3		Stainless steel tissue roll holder wall mounted or equivalent SUS 304	1.00	pc					12%	12%	24%	
VI. OTHERS												
6.1		Korean combination blinds (clear and blackout) 100% polyester material complete with necessary hardware and accessories with 1 month warranty	65.00	sq.ft.					12%	12%	24%	
<b>TOTAL COST:</b>												
<b>NOTES:</b> 1.0 The above mentioned costing are inclusive of delivery cost from shop or warehouse to project site. 2.0 The above mentioned costing are inclusive of assembly and labor cost at site. 3.0 All furniture are to be removed and subject to inspection prior to acceptance. In the event of damages and unacceptable quality, the owner has the right to demand a replacement for the said furniture and fixtures.												
Submitted by:												
Submitted by:												

Privatization and Management Office														
PROJECT TITLE: <b>LT300 Unit 18N Condominium Unit Renovation</b>														
PROJECT LOCATION: Unit 18N, Legaspi Tower 300, 2600 Ocampo St., Malate, Manila, 1004 Metro Manila														
SUBJECT: <b>Equipment and Appliances Bid Form</b>														
CONTRACTOR:														
DATE:														
ITEM NO.	IMAGE REFERENCE	DESCRIPTION	QTY.	UNIT	UNIT COST	ESTIMATED DIRECT COST	MARK-UPS IN PERCENT		TOTAL MARK-UPS		VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
							OCM	PROFIT	%	VALUE				
<b>I. DORMITORY ROOM</b>														
1.1		Samsung AR18TYYEYEWKNTC 2.0 hp Basic Inverter Wall Mounted Split-type ARS500T Basic Inverter S-Inverter Digital Inverter Boost Fast Cooling Mode Triple protector plus Durafin tm Quiet mode Single user mode R32 Refrigerant 1 year warranty on parts and labor, 10 years on comp.	1.00	set			12%	12%	24%					
1.2		Split-type installation and piping works inclusive of wires, pipes, insulations and other material requirements and consumables. Installation of outdoor unit complete with steel brackets as per manufacturer's standards. 1 year warranty on labor and installation	1.00	set			12%	12%	24%					
<b>II. LIVING AND DINING AREA</b>														
2.1		Samsung UA32N4300 32 inch, HD Ready, Smart TV 46.5cmH x 73.7cmL x 15.05cmW LED Display Panel Connect share movie Clean view, Game mode basic Digital TV ISDB-T Motion Rate: 60 1 year warranty	1.00	set			12%	12%	24%					
2.2		Perfect View NB SP500/P5 Full motion wall mounted screen bracket 6 swing arms	1.00	sets			12%	12%	24%					
<b>III. KITCHEN EQUIPMENT AND APPLIANCES</b>														
3.1		Sharp SJ-VL70BP-SL 6.6 cu.ft. two door inverter type refrigerator and freezer, manual defrost. Slim Durable LED lamp Deep freezer Uses R-600a refrigerant	1.00	sets			12%	12%	24%					
3.2		Hamden AD-PF S302X-E 30cm 2 Electric Hot Plate, Stainless Steel Hobbs Builtin stainless steel Hot plate 1 - 2.0kW Hot plate 2 - 1.5kW	1.00	set			12%	12%	24%					
3.3		Hamden AD-HSM101 (A-600mm) 60cm Rangehood 1 motor Wall mounted Stainless Steel Finish With filter screen	1.00	set			12%	12%	24%					
3.4		Whirlpool MWX 201 XEB 20 Liters, Microwave oven 27.9cmH x 31.8cmL x 45.7cmW Mechanical control Variable cooking levels Defrost function	1.00	pc			12%	12%	24%					
3.5		Kyowa KM 122S 10 cups, coffee maker 10 cups/ 1.2L capacity 900 watts 230 watts Anti-drip functions Long life permanent filter Heat resistant glass carafe Removable accessories for easy cleaning 1 year limited warranty on parts, lifetime on labor and service	1.00	pc			12%	12%	24%					

3.6		Kjowa KW-1500 Hot and cold water dispenser 550 watts Temperature selection Anti-slip faucet handles	1.00	pc					12%	12%	24%							
		Independent fire heat alarm & security horn 12VDC Heat alarm features Flash alarm indicator (Red) - self-test function - low battery signal and safety clip feature High stability and reliability - Loud 85dB alarm signal 12V power source; relative humidity - 10%-95% Operating Current: <100uA (Standby) and 10-15mA (Alarm working) Horn level: 95dB within 1 meter																
<b>IV. EXECUTIVE ROOM</b>																		
4.1		Samsung AR12T YHYEWKNTC 1.5 hp Basic Inverter Wall Mounted Split-type ARS001T Basic Inverter S-Inverter Digital Inverter Boost Fast Cooling Mode Triple protector plus DuraFin tm Quiet mode Single user mode R32 Refrigerant 1 year warranty on parts and labor, 10 years on comp.	1.00	set					12%	12%	24%							
4.2		Split-type installation and piping works inclusive of wires, pipes, insulations and other material requirements and consumables. Installation of outdoor unit complete with steel brackets as per manufacturer's standards. 1 year warranty on labor and installation	1.00	set					12%	12%	24%							
4.3		Samsung UA32N4300 32 inch, HD Ready, Smart TV 46.54cmH x 73.74cmL x 15.05cmW LED Display Panel Connect share movie Clean view, Game mode basic Digital TV ISDB-T Motion Rate: 60 1 year warranty	1.00	set					12%	12%	24%							
<b>V. BATHROOM</b>																		
5.1		Panasonic DH3HS2P Single point water heater with shower head 3.5KW Power control 3-way Anti-bacterial shower plate Single water mesh filter for easy maintenance Built-in ELCB Thermal cut-out water sensor Flow valve sensor heater automatically switches "off" when there's no water supply 1 year warranty	1.00	set					12%	12%	24%							
<b>VI. GENERAL</b>																		
6.1		Panasonic SH28453911 Noise level at 87dB at a distance of 1m Noise level at 94dB at a distance of 40m Battery life up to 10 years, 3V Lithium Sends an automatic alarm every 40 seconds when the battery is low	5.00	sets					12%	12%	24%							
<b>TOTAL COST:</b>																		
<b>NOTES:</b> 1.0 The above mentioned costing are inclusive of delivery cost from shop or warehouse to project site. 2.0 The above mentioned costing are inclusive of assembly and labor cost at site. 3.0 All equipment and appliances are to be turnover and subject to inspection prior to acceptance. In the event of damages and unacceptable quality, the owner has the right to demand a replacement for the said units. 4.0 The contractor shall turnover any warranty certificate and manual for the delivered equipment and appliances to the end user.																		
Submitted by:																		



**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]*

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**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 Procuring Entity]*

*[Insert Name of Supplier]*

**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]*

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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/manufacture/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]*

