



Republic of the Philippines  
**DEPARTMENT OF HEALTH**  
**CENTER FOR HEALTH DEVELOPMENT**  
Cordillera Administrative Region



Tel. /Fax Nos. (074) 442-8097 to 98      BGHMC Compound, Baguio City 2600      TRUNK LINE #s: (074) 442-8096, 443-4858, 443-4859, 442-7591      www.car.doh.gov.ph

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of INFRASTRUCTURE PROJECTS UNDER HEALTH FACILITIES ENHANCEMENT PROGRAM (HFEP) for the REPAIR/IMPROVEMENT/UPGRADI NG/COMPLETION OF BAGONG BARANGAY HEALTH STATION For CY 2022 Requirements**

**DOH – Center for Health Development –  
CAR**

**Pre-bid Conference on May 12, 2022 @ 10:00A.M., Regional Training  
Center, DOH-CHD-CAR, BGHMC Compound, Baguio City**

**Submission of Bids must not be later than May 24, 2022 @ 9:30 A.M.**

**Opening of Bids on May 24, 2022 @ 10:00 A.M.**

**Total ABC: ₱ 850,000.00**

**IB No. 2022-24**



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## Preface

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

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract,



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Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

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



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## *Glossary of Terms, Abbreviations, and Acronyms*

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

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

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



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**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*

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





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**INVITATION TO BID FOR THE PROCUREMENT OF INFRASTRUCTURE  
 PROJECTS UNDER HFEP FOR THE  
 REPAIR/IMPROVEMENT/UPGRADING/COMPLETION OF BAGONG  
 BARANGAY HEALTH STATION FOR CY 2022 REQUIREMENTS**

1. The **Department of Health -Center for Health Development-Cordillera Administrative Region (DOH-CHD-CAR)**, through the *General Appropriations Act 2022 (SAA 2022-02-0530)* intends to apply the hereunder amounts being the Approved Budget for the Contract (ABC) to payment under the contracts for Procurement of Infrastructure Projects under Health Facility Enhancement Program (HFEP) for the Repair/Improvement/Upgrading/Completion of Bagong Barangay Health Station with Invitation to Bid (IB) No. 2022-24. Bids received in excess of the ABC shall be automatically rejected at bid opening:

| Name of Project   | Approved Budget for the Contract (ABC) in Php | Cost of Bid Bidding Documents in Php | Project Duration  |
|---|---|--------------------------------------|-------------------|
| Repair/Improvement/Upgrading/Completion of Bagong Barangay Health Station | 850,000.00                                    | 1,000.00                             | 120 calendar days |

2. The **Department of Health -Center for Health Development-Cordillera Administrative Region (DOH-CHD-CAR)** now invites bids for the above Procurement Projects. Completion of Works is required to be completed as indicated above. 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 a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested Bidders may obtain further information from **Department of Health -Center for Health Development-Cordillera Administrative Region (DOH-CHD-CAR) Office** and inspect the Bidding Documents at the address given below from Mondays to Fridays, 8:00am to 5:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *May 5-23, 2022 from 8:00am to 5:00pm, Mondays to Fridays and before 9:30A.M of May 24, 2022* from the given address and website below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
6. The **Department of Health -Center for Health Development-Cordillera Administrative Region (DOH-CHD-CAR)** will hold a Pre-Bid Conference on *May*



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12, 2022, 10:00 A.M. at *DOH-CHD-CAR Regional Training Center (RTC)* and/or through video conferencing or webcasting via *Cisco WebEx platform*, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through:
  - (i) manual submission at the office address indicated below, on or before *May 24, 2022, 9:30 A.M.* Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

*The bidder shall submit a Bid Securing Declaration, or Any form of Bid Security, in an amount not less than the required percentage of ABC in accordance with the following schedule:*

| <b>Form of Bid Security</b>   | <b>Amount of Bid Security<br/>(Not less than the<br/>required percentage of<br/>the ABC)</b> |
|---|--|
| a.) Cash or cashier's/manager's check issued by a Universal or Commercial Bank  | Two percent (2%)   |
| b.) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: <i>Provided, however</i> , that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. |  |
| c.) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security  | Five percent (5%)  |

9. Bid opening shall be on *May 24, 2022, 10:00 A.M.*, at *DOH-CHD-CAR Regional Training Center (RTC)*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Department of Health -Center for Health Development-Cordillera Administrative Region (DOH-CHD-CAR)** 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**CHRISTINE K. DIRIGE**  
 Administrative Officer V/Head, BAC Secretariat  
 Department of Health-Center for Health Development-CAR  
 BGHMC Compound, Baguio City  
 Email Address: bacsec.regular20@gmail.com



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Department of Health-Center for Health Development-CAR  
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Email Address: bacsec.regular20@gmail.com  
Trunk line (074) 442-8096(local 143)  
Tel./Fax (074) 442-8098  
Website: caro.doh.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: *philgeps.gov.ph* or *caro.doh.gov.ph*

Issued this 4<sup>th</sup> day of May, 2022.

  
ATTY. VERONICA ZANDRA L. DE JESUS-SOWAKEN  
BAC Chairperson ✓



The round metal gong of the Cordillera known locally as “*gangsá*” is a symbol of the upland people’s culture that has been passed on from generations to another.  
The profile of a person blowing a “*tangguyub*” represents a community being called for an important matter or action.  
The lines that shape the mountains, the rice terraces, clouds and rivers symbolize the connectivity and flow of human interaction in a geographic area such as the Cordillera.  
All the symbols combined represent unity and harmony of its people with culture and environment in beating the gong for Self-determination.





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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.



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## 1. Scope of Bid

The Procuring Entity, **Department of Health -Center for Health Development-Cordillera Administrative Region (DOH-CHD-CAR)**, with Identification Number IB 2022-24.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of **₱ 850,000.00**

2.2. The source of funding is the General Appropriations Act (*Sub-Allotment Advice No. 22-02-0530*).

## 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.





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

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

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

## 6. **Origin of Associated Goods**

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

## 7. **Subcontracts**

- 7.1. The Bidder is not allowed to subcontract portions or all of the Project.

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

The Procuring Entity will hold a pre-bid conference for this Project at *DOH-CHD-CAR Regional Training Center (RTC)* as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. Eligibility requirements or statements, the bids, and all other documents for submission to the BAC should be in English or Filipino



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- 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 by the prospective bidder. 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.

## **12. Alternative Bids**

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.a *Payment of the contract price shall be made in **Philippine Pesos**.*

## **15. Bid Security**



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15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid *for 120 calendar days after opening of bids*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 16. Sealing and Marking of Bids

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

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

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

## 17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 7 of the **IB**.

## 18. Opening and Preliminary Examination of Bids

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

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

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

## 19. Detailed Evaluation and Comparison of Bids

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





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19.2. Partial bids shall not be allowed. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the packages 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***

### **Notes on the Bid Data Sheet (BDS)**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.



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## Bid Data Sheet

| ITB Clause      |   |                 |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
|-----------------|---|-----------------|----------|-----------------|--------------|------------|-----------|-----------------|---|-----------|------------|---|-----------|------------|---|-----------|------------|---|-----------|
| 5.2             | For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:<br><i>a. Construction of any vertical structure such as private residences or government offices</i>  |                 |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| 7.1             | Subcontracting is not allowed.  |                 |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| 10.3            | PCAB license, small A and small B as appropriate is required. No other license or permit is required.   |                 |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| 10.4            | The key personnel must meet the required minimum years of experience set below: (indicated in the Program of Work (POW) of each project)<br><u>Key Personnel – Relevant Experience</u> <ol style="list-style-type: none"> <li>1. Project Engineer – must be a licensed Civil Engineer with at least 2 years of experience in the construction industry</li> <li>2. Construction Safety and Health Officer – must be accredited by the Department of Labor and Employment (DOLE) as construction safety officer and must have at least 2 years’ experience as a Safety Officer in the construction industry</li> <li>3. General Foreman – any discipline with at least 5 years of experience in construction work</li> </ol>   |                 |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| 10.5            | 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, which must include the following equipment:<br><table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Equipment</th> <th>Capacity</th> <th>Number of Units</th> </tr> </thead> <tbody> <tr> <td>Bagger Mixer</td> <td>One Bagger</td> <td>1 or more</td> </tr> <tr> <td>Welding Machine</td> <td>-</td> <td>1 or more</td> </tr> <tr> <td>Bar Cutter</td> <td>-</td> <td>1 or more</td> </tr> <tr> <td>Bar Bender</td> <td>-</td> <td>1 or more</td> </tr> <tr> <td>Hand Tools</td> <td>-</td> <td>1 or more</td> </tr> </tbody> </table> | Equipment       | Capacity | Number of Units | Bagger Mixer | One Bagger | 1 or more | Welding Machine | - | 1 or more | Bar Cutter | - | 1 or more | Bar Bender | - | 1 or more | Hand Tools | - | 1 or more |
| Equipment       | Capacity  | Number of Units |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| Bagger Mixer    | One Bagger  | 1 or more       |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| Welding Machine | -   | 1 or more       |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| Bar Cutter      | -   | 1 or more       |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| Bar Bender      | -   | 1 or more       |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| Hand Tools      | -   | 1 or more       |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| 12              | Alternative bids shall not be accepted  |                 |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| 15.1            | The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ol style="list-style-type: none"> <li>a. The amount of not less than <b>two percent (2%) of the ABC</b>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>five percent (5%) of the ABC</b> if bid security is in Surety Bond.</li> </ol>   |                 |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |
| 16              | <b>INSTRUCTIONS TO BIDDERS ON SEALING, MARKING AND PAYMENT OF BIDDING DOCUMENTS</b><br><br><b>1. Pay for the bidding documents</b>  |                 |          |                 |              |            |           |                 |   |           |            |   |           |            |   |           |            |   |           |



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|      |  |
|------|--|
|      | <ol style="list-style-type: none"> <li>a. Cheque payment to the Department of Health-CHD and send the cheque through the Express mail Services (LBC, JRS, DHL, etc.) to the DOH CHD CAR Office with billing address: Department of Health-CAR, BGHMC Compound, Kennon Road, Baguio City</li> <li>b. Direct Cash or Cheque Deposit to the Land Bank Account of the DOH-CHD-CAR with the Savings Account Number 0222-0190-28. Certified copy of the deposit slip will be sent to DOHCHDCAR Office address</li> <li>c. Online Bank Fund Transfer to the above DOHCHDCAR Land Bank Savings Account. Screenshot of the proof of payment shall be sent to the DOHCHDCAR BAC Secretariat email address</li> <li>d. Personal Cash payment to the Cashiers office of the DOHCHDCAR</li> </ol> <p><b>2. Preparation and Submission of Bidding Documents</b></p> <ol style="list-style-type: none"> <li>1. Place Eligibility and Technical Components in one envelope. Seal the envelope and initial the envelope. Label the envelope as illustrated in page 43</li> <li>2. Place Financial Components in another envelope. Seal the envelope and initial the envelope. Label the envelope as illustrated in page 43</li> <li>3. Put the sealed and marked envelopes in a mother envelope. Seal, initial and label the mother envelope as illustrated in page 43</li> <li>4. Submit the mother envelope/s to DOH-CHD-CAR BAC Sec. Office at DOH-CHD-CAR Office, BGHMC Compound, Baguio City.</li> </ol> |
| 19.2 | Partial bids are not allowed.  |
| 20   | Building Permit – upon receipt of Notice of Award (NOA), the contractor shall secure a Building Permit from the local Engineering Office in the municipality where the project is to be implemented  |
| 21   | Additional contract documents relevant to the Project that may be required: <ol style="list-style-type: none"> <li>1. Construction schedule and S-curve,</li> <li>2. Manpower schedule,</li> <li>3. Construction methods,</li> <li>4. Equipment utilization schedule,</li> <li>5. Construction safety and health program approved by the DOLE</li> </ol>   |



## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.



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## 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

None specified.

## 3. Possession of Site

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

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

## 4. The Contractor's Obligations

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

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

## 5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.



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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. Day works

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 Day works 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,





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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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.



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## Special Conditions of Contract

| GCC Clause |  |
|------------|--|
| 2          | The intended completion date of the project will be based on the duration of the project as stated in the contract.<br>Completion date=NTP+7CD+Project Duration  |
| 4.1        | The Procuring Entity shall give possession of all parts of the site to the Contractor upon issuance of the Notice to Proceed (NTP). The NTP shall be deemed to be automatically received by the contractor 14 calendar days after notification through the provided e-mail address of the contractor or, in case or registered mail, within 7 calendar days from date of mailing to the official address provided by the contractor. |
| 6          | The site investigation report is the Notarized Affidavit of Site Inspection undertaken by the Contractor   |
| 7.2        | Fifteen (15) years   |
| 10         | Day works are applicable at the rate shown in the Contractor's original Bid.   |
| 11.1       | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <b>5 working</b> days from receipt of the Notice of Award.   |
| 11.2       | The amount to be withheld for late submission of an updated Program of Work is <b>Php 200.00 for every day of delay.</b>   |
| 13         | The amount of the advance payment shall not exceed 15% of the total contract price to be made in lump-sum.   |
| 14         | Advance payment shall not exceed fifteen percent (15%) of the total contract price.<br>Materials and equipment delivered on the site but not completely put in place shall be included for the computation for advance payment.<br><br>Progress payments shall be calculated based on the percentage of completion of the project. Materials or equipment not put in place shall not be included for payment.                        |
| 15.1       | The date by which "as built" drawings are required is <b>upon acceptance of the end-user of the facility.</b><br><br>As built drawings shall be submitted by the contractor to the Local Chief Executive of the beneficiary LGU, the chief of Hospital and Provincial Engineer and to DOH-CHD-CAR HFDEU if there are revisions/variations made during implementation.  |
| 15.2       | The amount to be withheld for failing to produce "as built" drawings by the date required is <b>Php 200.00 for every day of delay.</b>   |



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## *Section VI. Specifications*

The DPWH Standard Specifications for Public Works and Highways (“Blue Book”) shall be the main basis for the standards and codes to be met by the goods and materials to be furnished and work performed or tested for the Contract.

In particular, **Volume III** of the Blue Book shall be used if the Contract pertains to Buildings, Flood Control and Drainage, or Water Supply.

The Blue Book incorporates standards of the American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and American Concrete Institute (ACI), among others, pertaining to construction.

The Procuring Entity shall use the Standard Pay Items in the Project and Contract Management Application (PCMA) in drawing up the Specifications.

Modifications of and additions to standards and codes as stated in the DPWH Standard Specifications for Public Works and Highways, if any, shall be included in the enclosed Supplemental Specifications, which is part of these Bidding Documents.



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## *Section VII. Drawings*

**The actual drawings, including site plans are annexed in a separate folder.**



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## *Section VIII. Bill of Quantities*

**The Bill of Quantities are annexed in a separate folder.**



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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.



## Checklist of Technical and Financial Documents

### I. TECHNICAL COMPONENT ENVELOPE

#### *Class "A" Documents*

##### Legal Documents

- 1) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

##### Technical Documents

- 2) 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; **and**
- 3) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- 4) 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**
- 5) 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 (template found on page 33); **and**
- 6) Project Requirements, which shall include the following:
- a. Organizational chart for the contract to be bid;
- b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- d. Notarized Affidavit of Site Inspection
- 7) Original duly signed Omnibus Sworn Statement (OSS) (template found on page 34);  
**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.



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Financial Documents

- 8) 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**
- 9) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

**Class "B" Documents**

- 10) 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**

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

Other documentary requirements under RA No. 9184

- 2) Original of duly signed Bid Prices in the Bill of Quantities (template found on page 36); **and**
- 3) 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**
- 4) Cash Flow by Quarter.





### **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]*



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**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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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;



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

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

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

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

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

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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



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**Bid Form for the Procurement of Infrastructure Projects**

*[shall be submitted with the Bid]*

**BID FORM**

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

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

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>1</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

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



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- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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



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

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

---

**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder’s conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**



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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]*





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**Performance Securing Declaration (Revised)**

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

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

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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





**SEALING AND MARKING**

I. Manual Submission of Bids

