



**Bureau of Soils and Water Management
PHILIPPINE BIDDING DOCUMENTS**

**Negotiated Procurement- Two
Failed Biddings- Design and Build
of R4D Building Construction of
NSWRRDC HighPEZ R4D Research
Facility at Dalwangan, Malaybalay
City, Bukidnon**

IB NO: BSWM-NP-2025-07-005

**Date issued
July 2025**

DATE OF OPENING OF TECHNICAL PROPOSALS: AUGUST 05, 2025

DATE OF OPENING OF FINANCIAL PROPOSALS: AUGUST 07, 2025

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*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, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

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.



Republic of the Philippines
 Department of Agriculture
BUREAU OF SOILS AND WATER MANAGEMENT
 SRDC Bldg., Elliptical Road corner Visayas Avenue,
 Diliman, Quezon City 1101

Negotiated Procurement- Two Failed Bidding

Design and Build of R4D Building Construction of NSWRRDC HighPEZ R4D Research Facility at Dalwangan, Malaybalay City, Bukidnon - IB No. BSWM-NP-2025-07-005

1. The *Bureau of Soils and Water Management*, through the *Trust-BAR Funded for CY 2024* intends to apply the sum of **Three Million Pesos (PhP 3,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for *Design and Build of R4D Building Construction of NSWRRDC HighPEZ R4D Research Facility at Dalwangan, Malaybalay City, Bukidnon - IB No. BSWM NP-2025-07-005*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The following schedule of activities shall be observed:

ACTIVITIES	SCHEDULE	DETAIL
Issuance of Bidding Document	Until August 04, 2025, 3:00PM	You may also download at PhilGEPS- https://notices.philgeps.gov.ph/ BSWM Website- www.bswm.gov.ph BSWM Procurement Service Facebook Page- https://www.facebook.com/bswmpms
Negotiation Meeting	<u>July 24, 2025, 9:30AM at BSWM Convention Hall</u>	BSWM Convention Hall and Though ZOOM-videoconferencing Note: All interested bidders can participate through videoconferencing. Please coordinate with the BAC Secretariat at least a day before the meeting at bac@bswm.da.gov.ph .
Submission of Bids	August 05, 2025, 9:00AM	Manual Submission: THRU: MS. FRANCE JOSEPHINE C. BAUTISTA Bids and Awards Committee Secretariat's Office 2nd Floor, SRDC Bldg., Visayas Ave. Cor. Elliptical Road, Diliman, Quezon City Note: Late bids shall not be accepted.

Opening of Eligibility (Technical Proposal)	August 05, 2025, 9:30AM at BSWM Convention Hall	BSWM Convention Hall 2nd Floor, SRDC Bldg., Visayas Ave. Cor. Elliptical Road, Diliman, Quezon City
Opening of Financial Proposal	August 07 2025, 1:30PM at BSWM Convention Hall	BSWM Convention Hall 2nd Floor, SRDC Bldg., Visayas Ave. Cor. Elliptical Road, Diliman, Quezon City

2. The **Bureau of Soils and Water Management** now invites bids for the above Procurement Project. Completion of the Works **is required within 90 Calendar days upon receipt of Notice to Proceed**. 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. Prospective Bidders should be (1) registered with and classified by the Philippine Contractors Accreditation Board (PCAB) with **PCAB LICENSE**:
 - (i) Classification: General Building
 - (ii) License Category: at least C and D (less than 15 Million)
4. 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.
5. Interested bidders may obtain further information from the **Bureau of Soils and Water Management** and inspect the Bidding Documents at the address given below from *Mondays-Fridays 8:00-5:00PM (Office hours)*.
6. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
7. The BSWM strictly adheres to the policies stated under the Data Privacy Act 10173 of 2021.
8. The **Bureau of Soils and Water Management** 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.

9. For further information, please refer to:

FRANCE JOSEPHINE C. BAUTISTA
BAC SECRETARIAT
BIDS AND AWARDS COMMITTEE SECRETARIAT'S OFFICE
2ND FLOOR, SRDC BLDG.,
VISAYAS AVE. COR. ELLIPTICAL ROAD, DILIMAN, QUEZON
CITY TELEFAX NUMBER: +63-2-8273-2474 Loc 3218
EMAIL ADDRESS: bac@bswm.da.gov.ph WEBSITE:
www.bswm.gov.ph FB Page: <https://www.facebook.com/bswmpms>

10. You may visit the following websites: For downloading of Bidding Documents: PhilGEPS-
<https://notices.philgeps.gov.ph/> , BSWM Website- www.bswm.gov.ph or BSWM
Procurement Service Facebook Page- <https://www.facebook.com/bswmpms>

DENISE A. SOLANO
BAC Chairperson



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.

1. Scope of Bid

The Procuring Entity, *Bureau of Soils and Water Management* invites Bids for the *Negotiated Procurement - Two Failed Bidding - Design and Build of R4D Building Construction of NSWRRDC HighPEZ R4D Research Facility at Dalwangan, Malaybalay City, Bukidnon- IB No. BSWM NP 2025-07-005.*

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 the *Trust-BAR Funded for CY 2024* in the amount of **Three Million Pesos (Php 3,000,000.00).**

2.2. The source of funding is:

~~*[If an early procurement activity, select one and delete others:]*~~

~~a. NGA, the National Expenditure Program.~~

~~b. GOCC and GFIs, the proposed Corporate Operating Budget.~~

~~c. LGUs, the proposed Local Expenditure Program.~~

~~*[If not an early procurement activity, select one and delete others:]*~~

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

~~b. GOCC and GFIs, the Corporate Operating Budget.~~

~~c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.~~

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

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

5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

~~The Procuring Entity has prescribed that:
[Select one, delete other/s]~~

a. **Subcontracting is allowed. The portions of the 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.**

~~b. Subcontracting is not allowed.~~

~~7.1. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] 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.~~

~~7.2. [If subcontracting is allowed during the contract implementation stage, state:] 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.~~

~~7.3. 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 and either at its physical address and/or through videoconferencing/webcasting} 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. 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 special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS.**
- 10.4. 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:*

[Select one, delete other/s]

a. Philippine Pesos.

~~b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]*~~

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 *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

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.

Bid Data Sheet

ITB Clause	
5.1	<p>Eligible Bidders</p> <p>The eligibility requirements for Design and Build infrastructure projects shall comply with the applicable provisions of Sections 23 to 24 of IRR.</p> <p>The prospective bidder <u>shall submit</u> all the required Class “A” and Class “B” documents for infrastructure projects and the following:</p> <p>I. Class “A” Documents (Legal, Technical and Financial Documents) and Class “B” Documents</p> <p>a) relevant statements of all on-going, completed, awarded but not yet started design/design and build related contracts, curriculum vitae of key staff, partners or principal officers; and</p> <p>b) valid licenses issued by the Professional Regulatory Commission (PRC) for design professionals of the largest contract/latest submitted project</p> <p>II. Eligibility Criteria</p> <p>a) The eligibility of design and build contractors shall be based on the legal, technical and financial requirements abovementioned. In the technical requirements, the design and build contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirement under the IRR of R.A. 9184, where one of the parties (in a joint venture/consortia) should have at least one similar project, both in design and construction, with at least 50% of the cost of the ABC.</p> <p>b) If the bidder has no experience in design and build projects on its own it may enter into subcontracting, partnerships, or joint venture with design or engineering firms for the design portion of the contract.</p> <p>c) The relevant provisions under Section 23.4.2 of the IRR of R.A, 9184 on eligibility requirements shall be observed, with exceptions.</p> <p>NOTE: Please refer to Annex G of RA 9184</p>
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work.</p> <ul style="list-style-type: none"> ● <u>Contracts on Design and Build or Build of Office Building</u> ● 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. <ul style="list-style-type: none"> ○ SLCC shall be supported by any of the following: <ul style="list-style-type: none"> ● Constructor’s Performance Evaluation System (CPES) (if applicable); or ● Final Acceptance (with at least satisfactory performance rating to be presented/verified during Post Qualification process

<p>7.1</p>	<p><i>Subcontracting is allowed.</i></p> <p>which shall not exceed fifty percent (50%) of the contracted Works. Portion for subcontracting- Design</p> <p>If the bidder has no experience in design and build projects on its own it may enter into subcontracting, partnerships, or joint ventures with design or engineering firms for the design portion of the contract.</p>
<p>10</p>	<p>a. Documents Comprising the Bid: Eligibility and Technical Components</p> <p>In the submission of bids, the first envelope (Technical Proposal) shall contain all the required documents for infrastructure projects under Section 25.2(b) of the IRR of R.A 9184 and the following additional documents per Annex G of the 2016 Revised IRR:</p> <p><u>Section 25. Submission and Receipt of Bids</u> Section 25.2. The first envelope shall contain the following technical information/documents, at the least:</p> <p>b) For the procurement of Infrastructure Projects:</p> <ul style="list-style-type: none"> i. PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of this IRR. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.(a) ii. PCAB License and Registration, in case of JV;65 iii. Statement of all Ongoing Government and Private Contracts; and <ul style="list-style-type: none"> a. relevant statements of all on-going, completed, awarded but not yet started design/design and build related contracts, curriculum vitae of key staff, partners or principal officers; iv. Statement of SLCC; v. NFCC Computation; vi. JVA, if applicable; vii. Bid security in the prescribed form, amount and validity period; viii. Project Requirements, which shall include the following: <ul style="list-style-type: none"> a. (1) Organizational chart for the contract to be bid; b. (2) List of contractor’s 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. (3) 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 <p>The following additional documents per Item 10 of Annex G of the 2016 Revised IRR:</p> <ul style="list-style-type: none"> a. Preliminary Conceptual Design Plans

	<p>b. Design and construction methods</p> <p>c. List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data</p> <p>d. Value engineering analysis of design and construction method;</p> <p><u>Additional requirement of the BSWM:</u></p> <p>a. <u>Certificate of Site Inspection</u> Site Inspection Schedule: until August 1, 2025, 2:00PM at the BSWM NSWRRDC-HIGHPEZ.</p> <p>Important note: <i>Certificate of Site Inspection issued from the previous bidding will be accepted.</i></p>														
10.3	A valid special PCAB License in case of Joint Ventures														
10.4	<p>The <u>key personnel</u> must meet the required minimum years of experience set below:</p> <table border="1"> <thead> <tr> <th>Key Personnel</th> <th>Description</th> <th>Years of experience required (in the role)</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Designer (2)</td> <td>1 Licensed Architect</td> <td>at least Three (3) years</td> </tr> <tr> <td>1 Civil Engineer</td> <td>at least Three (3) years</td> </tr> <tr> <td>Project Manager (1)</td> <td>Must be a Licensed Architect or Civil Engineer</td> <td>at least Three (3) years</td> </tr> <tr> <td>Site Engineer (1)</td> <td>Must be a Licensed Civil Engineer</td> <td>at least Three (3) years</td> </tr> </tbody> </table> <p>NOTE: Prospective bidders shall <u>attach/submit the resume of the above professional key personnel</u>. Said key personnel shall possess and submit together with their <u>resume, their valid license</u> for the practice of engineering issued by the Professional Regulations Commission (PRC).</p>	Key Personnel	Description	Years of experience required (in the role)	Designer (2)	1 Licensed Architect	at least Three (3) years	1 Civil Engineer	at least Three (3) years	Project Manager (1)	Must be a Licensed Architect or Civil Engineer	at least Three (3) years	Site Engineer (1)	Must be a Licensed Civil Engineer	at least Three (3) years
Key Personnel	Description	Years of experience required (in the role)													
Designer (2)	1 Licensed Architect	at least Three (3) years													
	1 Civil Engineer	at least Three (3) years													
Project Manager (1)	Must be a Licensed Architect or Civil Engineer	at least Three (3) years													
Site Engineer (1)	Must be a Licensed Civil Engineer	at least Three (3) years													
10.5	<p>The list of equipment which is owned, leased, and/or purchased agreement to be utilized for the project shall be, and to be supported with proof of ownership, purchase agreement and certification of availability from the equipment lessor/vendor for the duration of the project:</p> <ul style="list-style-type: none"> ● Concrete Mixer ● Backhoe or Loader ● Welding Machine ● Generator Set 														
11	<p>a. Documents Comprising the Bid: Financial Component</p> <p>The second envelope (Financial Proposal) shall contain all the required documents for infrastructure projects under Section 25.3 of the IRR of R.A 9184 and the following additional documents:</p>														

	<p>I. Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form;</p> <p>II. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and</p> <p>III. Cash flow by the quarter and payments schedule.</p>
12	N/A
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less <i>(2%) of ABC</i>, 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 <i>(5%) of ABC</i> if bid security is in Surety Bond.</p> <p><i>NOTE: Bidders SHALL use the ATTACHED BSWM template of Bid Securing Declaration.</i></p> <p><i>Other forms of Bid Securing Declaration will NOT BE ACCEPTED and SHALL BE RATED "FAILED".</i></p>
19	<p><u>Detailed Evaluation and Comparison of Bids</u></p> <p>For the detailed evaluation of the design and build proposals a <u>two-step procedure</u> shall be adopted by the BAC, which may be undertaken with the assistance of the Design and Build Committee</p> <p><u>First-Step Procedure:</u></p> <p>The first step of the evaluation shall involve the review of the preliminary conceptual designs and track record submitted by the contractor as indicated in the Bidding Documents using a nondiscretionary "pass/fail" criteria that involve compliance with the following requirements:</p> <p>a) Adherence of preliminary design plans to the required performance specifications and parameters and degree of details;</p> <p>b) Concept of approach and methodology for detailed engineering, design and construction with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions;</p> <p>c) Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff;</p> <p><u>Second-Step Procedure:</u></p> <p>Only those bids that passed the above criteria shall be subjected to the second step of evaluation. The BAC shall open the financial proposal of each "passed" bidder and shall evaluate it using non-discretionary criteria - including arithmetical corrections</p>

	<p>for computational errors - as stated in the Bidding Documents, and thus determine the correct total calculated bid prices.</p> <p>The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC. The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest total calculated bid price shall be identified as the Lowest Calculated Bid (LCB).</p>
<p>20</p>	<p><u>Post Qualification</u></p> <p>Within five (5) calendar days from receipt by the bidder of the notice from the BAC that the bidder has the Lowest Calculated Bid or Highest Rated Bid, the bidder shall submit to the BAC its <u>latest Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</u>.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award.</p> <ul style="list-style-type: none"> ● Verification of PCAB License
<p>21</p>	<p><i>Refer to Section 97.3 of RA 9184</i></p>

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.

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

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.

Special Conditions of Contract

GCC Clause	
1	<p><u>Scope of the Contract</u></p> <ol style="list-style-type: none"> 1. No works shall commence unless the contractor has submitted the required documentary requirements and the procuring entity has given written approval. Work execution shall be in accordance with reviewed and approved documents. 2. The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the procuring entity to meet all regulatory approvals as specified in the contract documents. 3. The Contractor shall submit a <u>detailed program of work within fourteen (14) calendar days</u> after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others: <ol style="list-style-type: none"> i. The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction; ii. Periods for review of specific outputs and any other submissions and approvals; iii. Sequence of timing for inspections and tests as specified in the contract documents; iv. General description of the design and construction methods to be adopted; v. Number and names of personnel to be assigned for each stage of the work; vi. List of equipment required on site for each major stage of the work; and vii. Description of the quality control system to be utilized for the project. 4. Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the Contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the contractor shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes. 5. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract

	documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders
2	<i>[If different dates are specified for completion of the Works by section, i.e. "sectional completion," these dates should be listed here.]</i>
4.1	<p>Possession of Site</p> <p>3.1 <i>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.</i></p> <p>3.2 <i>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.</i></p> <p>The contractor shall secure full possession of the site from the Site Owner through the Procuring Entity after final approval of design.</p>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	<p>Warranty against Structural Defects/Failures</p> <p>All design and build projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Article 1723 of the New Civil Code of the Philippines</p> <p>Fifteen (15) years.</p>
10	<p><i>[Select one, delete the other:]</i></p> <p>a. Dayworks are applicable at the rate shown in the Contractor's original Bid.</p> <p>b. No dayworks are applicable to the contract.</p>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 14 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 1% of the Contract Price
13	The amount of the advance payment is 15% of the total contract price.

14	<p>Materials and equipment delivered on the site but not completely put in place shall be included for payment.</p> <p>Progress payment is allowed upon submission of Work accomplished. Materials and equipment delivered on the site but not completely put in place shall not be included for payment</p>
15.1	<p>Operating and Maintenance Manuals</p> <p><i>If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the SCC.</i></p> <p><i>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.</i></p> <p>The date by which operating and maintenance manuals are required shall <u>be submitted prior to final payment.</u></p> <p>The date by which “as built” drawings are required is <i>[date]</i>.</p> <p><u>“As built” drawings shall be submitted 15 calendar days after 100% Completion of Works.</u></p>
15.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> <u>1% of the Contract Price</u></p>

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

TERMS OF REFERENCE AND CONDITIONS

Design and Build of NSWRRDC-HighPEZ R4D Facility at Dalwangan, Malaybalay City, Bukidnon

I. PROJECT DESCRIPTION

The establishment of the NSWRRDC-HIGHPEZ R4D Facility in Dalwangan, Malaybalay City, Bukidnon, is a project of the Bureau of Soils and Water Management, funded by the DA-Bureau of Agricultural Research. The project aims to establish an R4D Facility that will provide the best possible services to its clients. The building will be a single-story structure with a floor area of approximately 150 square meters, and the project period allotment is **ninety (90) Calendar Days**.

The project shall be executed through a Design and Build scheme, wherein the winning bidder will conduct a comprehensive study, Detailed Engineering Design, and a bill of materials for implementation. Professional services are being sought in connection with the project. These services will include designs in the following disciplines: Architectural, Civil/Structural, Mechanical, Electrical/Electronics, Plumbing and Sanitary, and Fire Protection. These are preliminary requirements prior to the bidding of the actual building construction, following the existing government procurement law.

II. CONCEPTUAL DESIGN

The following are the broad ideas for the establishment of the R4D project:

- a. **Floor** area of 150 square meters;
- b. **Entrance:** provided with PWD ramp and handrails compliant to Office of Building Officials of Malaybalay City, in accordance with accessibility standards.
- c. **Main Door:** Double glass door with butterfly-type mechanism; facing to west;
- d. **Exit Door:** Single wooden door; facing to north;
- e. **Comfort Room Door:** Made of PVC Bathroom door with door knob set and latch pad lock set;
- f. **Interior Divisions:** Constructed with concrete, especially in the comfort room, kitchen, and designated room for the center chief, including the comfort room inside;
- g. **Pantry:** Installed with stainless sink (double-bowl) with tile and a single-lever faucet, connected to the water supply and drainage system; with exhaust; with window;
- h. **Flooring:** glaze floor tile with grout applied;
- i. **Ceiling:** Built to standard height or at least 10 ft/3 meters and smoothly finished with insulation at least 30 cm from roof;
- j. **Roof:** Double howe truss equipped with gutters connected to a downspout going to catch-basin;

- k. Comfort Rooms (Male and Female):** Must follow standard measurements as required by the Office of the Building Officials of Malaybalay City. Equipped with PWD-standard handrails;
- l. Comfort Room Flooring:** Installed with non-slip tiles;
- m. Comfort Room Walls:** finished with smooth tiles up to at least 1.5 meters in height;
- n. Comfort Room Fixtures:** Equipped with single-lever faucet, toilet bowl, urinal for male and fittings connected to a septic tank. Lavatories and drainage pipes installed separately from the toilet bowls. Three comfort rooms; *(i.e. 1 for Male, 1 for Female and 1 for Center Chief Room)*
- o. Pathway:** Measurements follow the standards of the Office of the Building Official (OBO), with smooth flooring.
- p. Windows:** Tinted sliding glass window with grills.
- q. Plant Box** - outside, side by side of the building.
- r.** Building construction must comply with the building standards set by the Office of the Building Officials (OBO) of Malaybalay City, Bukidnon.
- s. Concept Design** with reference to attached Design.
- t. Proposed Method of Building Construction**

1. Concrete and Reinforced Concrete Works

- a. Formwork Installation: Setting up forms or frameworks to shape and support the concrete until it sets and gains strength.
- b. Concrete Mixing and Pouring: Combining cement, aggregates, and water to create concrete, which is then poured into the formwork.
- c. Reinforcement Placement: Positioning steel bars or mesh within the formwork to provide additional strength and support to the concrete.
- d. Finishing: Smoothing and finishing the surface of the concrete after it has been poured and set to achieve the desired texture and appearance.
- e. Curing: Ensuring proper hydration and temperature control of the concrete to promote optimal strength development and prevent cracking.

2. Masonry Works

- b. Materials: Utilizing locally sourced materials such as concrete hollow blocks (CHB) and appropriate cement mortar
- c. Erection: Precisely laying and aligning concrete hollow blocks (CHB) with cement mortar to construct walls, partitions, and structural elements, ensuring compliance with engineering specifications and local building codes.
- d. Scaffolding: Erecting stable and secure scaffolding to facilitate safe and efficient access to higher work areas and ensure worker safety during masonry operations.

III. PERFORMANCE SPECIFICATIONS AND PARAMETERS

- **Scope of works**

- ☒ **Architectural Design**

- a. Site inspection, measurement, and verification of utilities to be reflected on plans;
- b. Site Survey and Documentation
 - i. Conduct a comprehensive site survey on May 26-30, 2025, to obtain accurate measurements and detailed documentation of all existing buildings within the BSWM NSWRRDC-HIGHPEZ.
- c. Structural Analysis for Design of Main Structure and Foundation (Assuming isolated footing or mat foundation is to be used);
- d. Site survey duly signed by licensed Geodetic Engineer;
- e. Preparation of Engineering Design (Structural, Electrical, Electronics, Mechanical, Plumbing, and Fire Protection,) with Detailed Cost Estimate and Program of Works;
- f. Preparation of Architectural Design: 3D model/views of building, sections/interior spaces (2 views per room at most);
- g. Updated/Revised Construction plans (2 sets each) if there will be revisions per End User, City Hall/LGU, and/or DPWH review and comments;
- h. Preparation of documents regarding design for Building Permit Application (e.g., Signed and Sealed Architectural & Engineering Design).

- ☒ **Processing of Necessary Plans and Permits**

- a. The contractor shall also process the necessary permits and coordinate with relevant agencies to obtain approvals in a timely manner.
- b. Develop the necessary as-built plan in the following disciplines, as required for the processing of building and occupancy permits. All plans shall be duly signed and sealed by licensed professionals per the Professional Regulation Commission (PRC), and may include but are not limited to:

3.1.1 Architectural Plan

3.1.2 Civil/Structural Plan

3.1.3 Electrical Plan

3.1.4 Plumbing/Sanitary Plan

3.1.5 Mechanical Plan

3.1.6 Electronics Plan

3.1.7 Geodetic Plan

- c. Ensure that all plans are in accordance with the standards set by the National Building Code of the Philippines and the Malaybalay City government.

3.1.8 Processing of Building Permit and Certificate of Occupancy

3.1.9 Prepare all necessary forms and documents required for the permit application.

3.1.10 Submit plans and documents to the Malaybalay City Office of the Building Official (OBO).

3.1.11 Coordinate with concerned agencies and ensure timely compliance with regulatory requirements.

- d. Secure the following documents:

3.1.12 Building Permit

3.1.13 All permits must be supported by signed and sealed plans by licensed professionals under the **Professional Regulation Commission (PRC)**.

3.1.14 Fire Safety Inspection Certificate from the Bureau of Fire Protection

3.1.15 Certificate of Occupancy

3.1.16 The Contractor shall provide regular updates and progress reports to BSWM, documenting the status of each permit application, submission timelines, agency feedback, and expected approval schedules.

- e. Compliance with the following:

3.1.17 Safety Compliance: All electrical components and installations must adhere to the Philippine Electrical Code (PEC) standards for the single-story building.

3.1.18 Structural Compliance: The construction materials, installation of water supply and drainage pipes must comply with the National Building Code of the

Philippines and the Structural Code of the Philippines to ensure stability and durability.

3.1.19 Fire and Electrical Safety: The system must meet the safety requirements of NFPA 70 (National Electrical Code), the Revised Fire Code of the Philippines (RA 9514), and the Philippine Electrical Code (PEC) to mitigate fire and electrical hazards.

- **GENERAL REQUIREMENTS**

- a. Professionals

- i. The contractor shall provide Key Personnel (Designer, Project Manager, and Site Engineer) with the following required:

Key Personnel	Description	Years of experience required
Designer (1)	Must be a Licensed Architect or Civil Engineer	at least 3 years
Project Manager (1)	Must be a Licensed Architect or Civil Engineer	at least 3 years
Site Engineer (1)	Must be a Licensed Civil Engineer	at least 3 years

- b. The Contractor shall provide the materials, tools, safety equipment, labor and other necessary services capable of producing the required quality and quantity of work to complete the project.

- i. The contractor shall be responsible for the security of all materials and equipment before and during project implementation. Materials shall be carefully handled, properly stored, and defective items shall be replaced without additional cost to Bureau of Soils and Water Management.

- ii. All workmanship shall be of good quality and performed in accordance with industry standards.

- c. The contractor shall provide necessary plans, schedules, and drawings needed for the completion of the project.

- d. The contractor shall assign personnel to attend all project meetings and prepare project status reports. The personnel to be assigned must be professional with the necessary technical skills and experience such as site Engineer or project Engineer.

- e. Project status reports shall contain the following documents: (1) site photos (before and after construction); (2) work around/ alternative solution or variation of scope recommendations (if necessary); and (3) any other requested relevant information required to report the progress of performance.

- f. The contractor shall always keep the work area free from the accumulation of construction debris/scraps/waste materials. Ensure that all the areas covered in

the statement of work shall be left in a condition that is acceptable to the NSWRRDC-HIGHPEZ personnel.

- g. The contractor shall not conduct any work that is beyond this statement of work unless directed or approved in writing by the BSWM director. Any work done by the contractor beyond this statement of work and specifications without direction from the authorities will be at the contractor's own risk and at no cost to the BSWM-HIGHPEZ.
- h. The BSWM-HIGHPEZ may, at any time, make changes to the project scope by altering, adding to, or deducting from the work based on written instructions and approved Variation Orders without invalidating the contract and in accordance with government procurement guidelines and accounting rules.
- i. The contractor shall submit the final as-built plans after the completion of the project.
- j. The contractor shall provide a licensed Civil Engineer other than the hired Civil Engineer for this project to inspect the work accomplished by the contractor for the processing of payment.

IV. PRELIMINARY SURVEY AND MAPPING

The BSWM, NSWRRDC-HIGHPEZ, designated a lot of no less than 150 square meters for the establishment of the R4D facility building. The contractor is required to conduct a site survey to verify the current condition of the site and identify potential issues that may affect project implementation.

V. PRELIMINARY INVESTIGATION

- a. Site Clearing: Removing vegetation, debris, and any existing structures to prepare the site for construction activities.
- b. Excavation: Digging and moving earth to create foundations, trenches, and other necessary landforms. iii. Grading: Leveling and shaping the ground to ensure proper drainage and a stable base for construction.
- c. Site Access and Safety: Creating and maintaining access routes, safety barriers, and signage to facilitate safe and efficient construction operations.

VI. UTILITY LOCATIONS

Use of Utilities

- The site is equipped with essential utilities for use during the construction of the building, including temporary housing, water supply, and access road. Electricity is also available; however, while all other utilities are provided at no additional cost, the contractor is responsible for covering the cost of electricity consumption throughout the construction period. The contractor is also required to provide their own temporary or portable comfort room (CR).

VII. APPROVED BUDGET FOR THE CONTRACT

The total approved budget for the contract (“ABC”) for this procurement is **Three Million Pesos (Php 3,000,000.00)**.

• TERMS OF PAYMENT

The BSWM shall pay the contracted service provider after the completion of the actual services rendered and upon receipt of the billing statement, Statement of Work Accomplished (SWA), and other documents required for processing the payment. Progress billing may be allowed upon the contractor's request, subject to government procurement and accounting rules.

Payment	Requirement	Percentage to the Contract	Actual Amount
	☑ Mobilization Fee (Upon the issuance of the Notice to Proceed)	15%	PhP 450,000.00
First Payment/Down Payment	Accomplishment of approval: ☑ DED ☑ BOQ ☑ PERT-CPM; ☑ Bar Chart; ☑ S-Curve; ☑ Cash Flow Schedule;	15%	PhP 450,000.00
Progress Billing (2 nd Payment)	☑ Manpower and Equipment Utilization Schedule ☑ Upon Processing of the /building Permit ☑ Statement of Work Accomplishment Report ☑ Progress Report ☑ 40% Progress Completion	15%	PhP 450,000.00
Progress Billing (3 rd Payment)	☑ Statement of Work Accomplishment Report	30%	PhP 900,000.00

Payment	Requirement	Percentage to the Contract	Actual Amount
	<input checked="" type="checkbox"/> Progress Report <input checked="" type="checkbox"/> 75% Progress Completion		
Progress Billing (Last Payment)	<input checked="" type="checkbox"/> Statement of Work Accomplishment Report <input checked="" type="checkbox"/> Progress Report <input checked="" type="checkbox"/> 100% Progress Completion	15%	PhP 450,000.00
Progress Billing (Retention)	<input checked="" type="checkbox"/> Upon the Turn Over <input checked="" type="checkbox"/> Inspection and Acceptance by the End User	10%	PhP 300,000.00
TOTAL		100%	PhP 3,000,000.00

VIII. PROPOSED DESIGN AND CONSTRUCTION SCHEDULE

Activities	Duration
1. Design (DED, Detailed Cost Estimate, POW, construction schedule and S-curve, <i>PERT-CPM</i>) - Design per coordination with BSWM - May include meeting and revision of design	15 calendar days from receipt of NTP
2. Approval of Design by BSWM	10 calendar days
3. Pre-Construction Meeting and other activities prior to construction	5 calendar days from Approval of Design by BSWM
4. Construction	60 calendar days from Pre-Construction Meeting

IX. MINIMUM REQUIREMENTS FOR A CONSTRUCTION SAFETY AND HEALTH PROGRAM FOR THE PROJECT

- General Safety within Construction Premises
 - a. The provision for personal protective equipment, danger signs, barricades, and safety instructions for workers, employees, the public, and visitors.

☒ Personal Protective Equipment

- a. The Contractor shall provide adequate and approved type of protective equipment (hard hats, safety glasses with side shields, rubber boots). Workers within the construction project site shall be required to wear the necessary Personal Protective Equipment (PPE) at all times.
- b. Construction workers who are working from unguarded surfaces six (6) meters or more above grade, temporary or permanent floor platforms, scaffolds, or where they are exposed to the possibility of falls, hazardous to life or limb, must be provided with safety harnesses and lifelines.
- c. Specialty construction workers must be provided with special equipment, such as specialized goggles or respirators for welders and painters or paint applicators, and workers who worked in confined and enclosed spaces.
- d. All other persons who are either authorized or allowed to be at the construction site shall wear appropriate PPE.

X. RESPONSIBILITIES OF THE END-USER DURING THE PROJECT IMPLEMENTATION.

- i. The End-User Unit, in coordination with PMU or any duly authorized representative, shall inspect the compliance of the contractor with the materials and tools delivered in accordance with the specifications prior to implementation.
- ii. The End-User or any duly authorized representative shall supervise the implementation of the project to monitor the progress and compliance of the contractor with the specified methodologies and safety precautions.
- iii. The End-User Unit or its representative shall raise concerns to the contractor if there are found poor workmanship, non-compliance, or substandard practices are observed during implementation.
- iv. The End-User Unit or its representative shall provide assistance to the contractor throughout the implementation warranty period as the need arises.
- v. The End-User shall ensure timely feedback and decision-making on contractor submissions requiring review, such as variation orders, design changes, or material approvals.

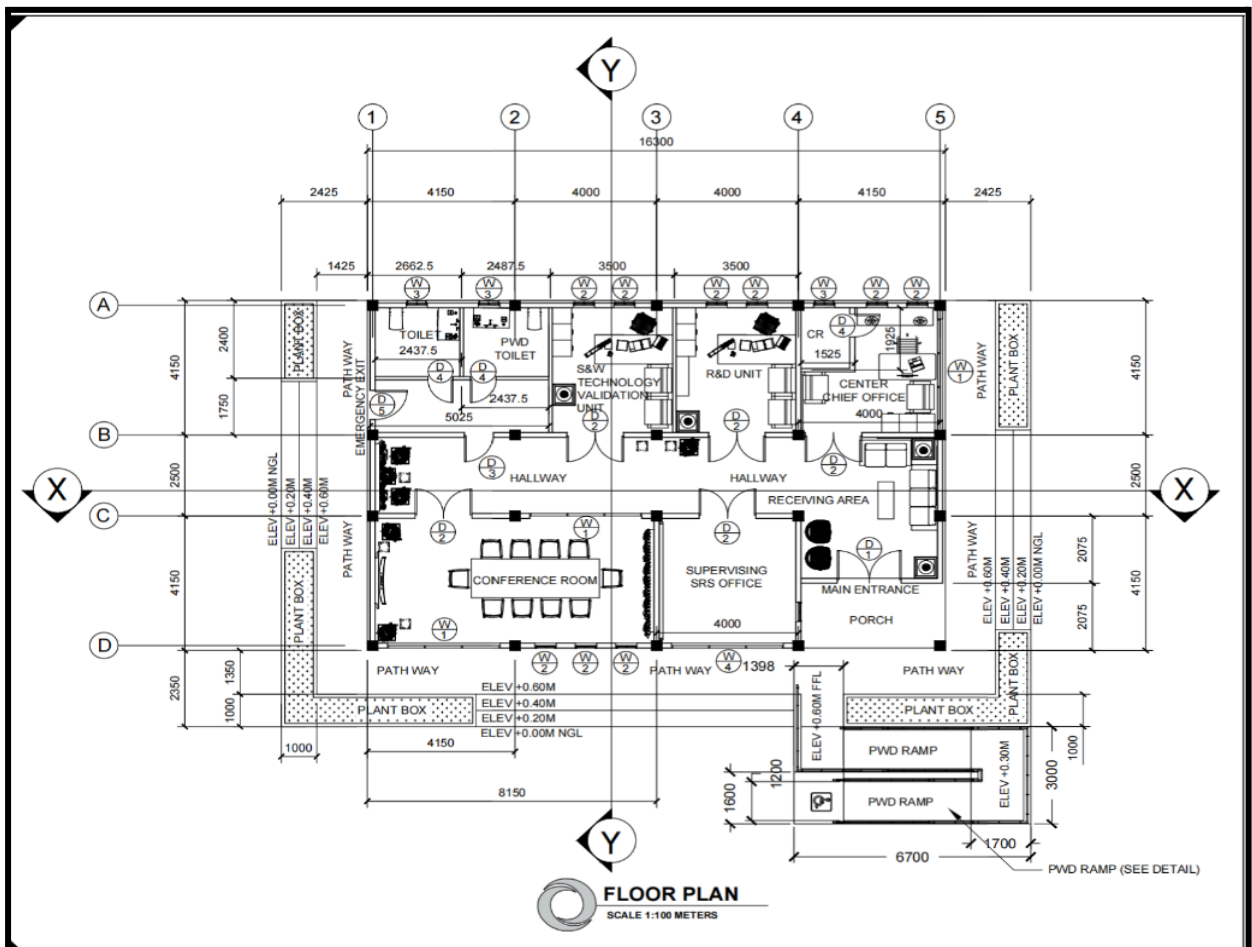
XI. CONFIDENTIALITY:

All relevant data, such as plans, diagrams, designs, and other supporting

records or materials prepared in the course of the design-and-build shall be the property of the Procuring Entity and shall not be used by the Designer/Contractor without the prior written approval. Print and electronic copies of such documents shall be turned over to the Procuring Entity. In addition, all data and information related to the project shall be treated with strict confidentiality, and in no instance shall be released or revealed to a third party without the written consent of the Procuring Entity.

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]



Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. 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.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

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	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	<p>(b) 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</p> <p style="padding-left: 20px;">a) relevant statements of all on-going, completed, awarded but not yet started design/design and build related contracts, curriculum vitae of key staff, partners or principal officers; and</p> <p style="padding-left: 20px;">b) valid licenses issued by the Professional Regulatory Commission (PRC) for design professionals. (a)</p> <p>(c) The eligibility of design and build contractors shall be based on the legal, technical and financial requirements abovementioned. In the technical requirements, the design and build contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirement under the IRR of R.A. 9184, where one of the parties (in a joint venture/consortia) should have at least one similar project, both in design and construction, with at least 50% of the cost of the ABC.</p> <p style="text-align: center;">or</p> <p>If the bidder has no experience in design and build projects on its own it may enter into subcontracting, partnerships, or joint venture with design or engineering firms for the design portion of the contract.</p>
<input type="checkbox"/>	(d) 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
<input type="checkbox"/>	(e) Special PCAB License in case of Joint Ventures and registration for the type and cost of the contract to be bid; and
<input type="checkbox"/>	(f) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or original copy of Notarized Bid Securing Declaration; and
<input type="checkbox"/>	(g) Project Requirements, which shall include the following:

<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	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;
<input type="checkbox"/>	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
	(h) Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity
	(i) Design and construction methods;
	(j) List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data; and
	(k) List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	(l) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<i>Financial Documents</i>	
<input type="checkbox"/>	(m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
<i>Class "B" Documents</i>	
<input type="checkbox"/>	(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	
<input type="checkbox"/>	(o) Original of duly signed and accomplished Financial Bid Form; and
<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	(p) Original of duly signed Bid Prices in the Bill of Quantities; and
<input type="checkbox"/>	(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
<input type="checkbox"/>	(r) Cash Flow by Quarter.

Annex A: 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 shall furnish the required performance security within ten (10) calendar days in/ Case of receipt of Notice of Award (pursuant to GPPB Circular No. 04-2020 and GPPB Resolution No. 16-2020).**
3. 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.
4. 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]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

