

PHILIPPINE BIDDING DOCUMENTS

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

**NEGOTIATED PROCUREMENT OF
PROVISION OF LABOR, MATERIALS,
EQUIPMENT RENTAL AND OTHER
INCIDENTALS NEEDED FOR THE REPAIR
AND MAINTENANCE OF DUPLEX
BUILDING AT DA-INREC, DINGRAS,
ILOCOS NORTE**

IB No.: DA-RFO 1-2025-INFRA-018-N

**Sixth Edition
July 2020**

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office No. 1
Aguila Road, Sevilla, City of San Fernando, La Union
Telephone No. (072) 242 1045/1046



INVITATION TO BID FOR THE NEGOTIATED PROCUREMENT OF PROVISION OF LABOR, MATERIALS, EQUIPMENT RENTAL AND OTHER INCIDENTALS NEEDED FOR THE REPAIR AND MAINTENANCE OF DUPLEX BUILDING AT DA-INREC, DINGRAS, ILOCOS NORTE

1. The Department of Agriculture - Regional Field Office 1 (DA-RFO 1), through the GAA FY 2025 intends to apply the sum of **One Million Three Hundred Eighty-Five Thousand Sixty-Nine Pesos (PhP1,385,069.00)** being the Approved Budget for the Contract (ABC) to payment under the contract for the **NEGOTIATED PROCUREMENT OF PROVISION OF LABOR, MATERIALS, EQUIPMENT RENTAL AND OTHER INCIDENTALS NEEDED FOR THE REPAIR AND MAINTENANCE OF DUPLEX BUILDING AT DA-INREC, DINGRAS, ILOCOS NORTE** with project identification number **DA RFO-1-2025-INFRA-018-N**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DA-RFO 1 now invites bids for the above procurement project with the following details and specifications:

DETAILS AND SPECIFICATIONS		
Project Location: DA-INREC, Dingras, Ilocos Norte		
Project Description: Installation of doors and windows, carpentry works, tinsmithry works, electrical works, painting works, tile works and auxiliary works		
Scope of work:		
Description	Qty	Unit
I. Doors and Windows	38.68	sq.m.
II. Carpentry Works	200.40	sq.m.
III. Tinsmithry Works	153.00	sq.m.
IV. Electrical Works	114.00	outlet
V. Painting Works	763.43	sq.m.
VI. Tile Works	350.00	sq.m.
VII. Auxiliary Works	10.00	sets
MINIMUM TECHNICAL PERSONNEL REQUIRED:		
<ul style="list-style-type: none">• 1 Project Engineer• 1 Foreman• 4 Skilled Workers• 5 Unskilled Workers		
MINIMUM EQUIPMENT REQUIRED:		
<ul style="list-style-type: none">• 1 Concrete Mixer• 1 Concrete Vibrator• Set of tools		

Completion of the Works is within **sixty-five (65) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least seventy-five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. Prospective bidders may obtain further information from and inspect the Bidding Documents at the address given below during **office hours at 8:00 AM to 5:00 PM, Monday to Friday**.

Department of Agriculture - Regional Field Office 1
Aguila Rd., Sevilla, City of San Fernando, La Union

5. A complete set of Bidding Documents may be acquired by interested Bidders from **May 5-20, 2025** from the address given and websites below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **PhP5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The **DA-RFO 1** will hold a Preliminary Conference on **09 May 2025, 2:00 PM** at DA-RFO 1, 5th Floor Conference Room, Aguila Road, Sevilla, City of San Fernando, La Union, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated above on or before **20 May 2025, 3:00 PM. Late bids shall not be accepted.**
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. **Bid opening** shall be on **20 May 2025, 3:00 PM** at DA-RFO 1, 5th Floor Conference Room, Aguila Road, Sevilla, City of San Fernando, La Union. Bids will be opened in the presence of the bidders or their authorized representatives.
10. **ADDITIONAL INSTRUCTIONS TO BIDDERS:**
 - a. The bidders or their duly authorized representatives may attend the bid opening;
 - b. In case a representative will be attending the Bid Opening, a Special Power of Attorney (SPA), Secretary's Certificate, Board Resolution or any other forms of authorization (notarized), as the case may be, together with the Company-issued Identification Card or any valid ID must be presented upon submission of the bid proposal at the BAC Secretariat. The name/title of the project must be indicated in the authorization or SPA.
 - c. Each Bidder shall submit one copy of the first and second components of its Bid. Bidders shall submit their bids with proper index tabbing using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously;

The first component which is the Technical Eligibility requirements must be soft-bound, marked with the **name of the contract** and its **IB No., name and address of the bidder**, and enclosed in an envelope, sealed with signature and marked with the **name of the contract, name and address of the bidder**, addressed to the **BIDS AND AWARDS COMMITTEE (BAC) DA RFO-1 CITY OF SAN FERNANDO, LA UNION**, the **specific Identification No.** and the warning **“DO NOT OPEN BEFORE...”** the date and time for the bid opening.

The second component being the Financial requirements may be soft-bound/fastened in a folder, marked with the **name of the contract** and its **IB No., name and address of the bidder**, and enclosed in an envelope, sealed with signature and marked with the **name of the contract, name and address of the bidder**, addressed to the **BIDS AND AWARDS COMMITTEE (BAC) DA RFO-1 CITY OF SAN FERNANDO, LA UNION**, the **specific Identification No.** and the warning **“DO NOT OPEN BEFORE...”** the date and time for the bid opening.

The Technical and Financial Requirement each in separate envelopes, shall be enclosed in a mother envelope with the same sealing and markings.

Non-compliance with index tabbings shall not be a ground for outright disqualification or declaration of ineligibility. The improper index tabbings must be duly acknowledged by the bidder/representative and be subject to the bid evaluation and post-qualification of the Technical Working Group (TWG) as to their substance.

- d. All **documents** in the **Financial Requirements envelope** must be **duly signed and/or initialed**, as needed, by the bidder/authorized representative on **EACH AND EVERY PAGE** thereof.
11. The **DA-RFO 1** 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 Section 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:
DENNIS I. TACTAC, ABE
Chairperson, Bids and Awards Committee
Department of Agriculture - Regional Field Office 1
Aguila Road, Sevilla, City of San Fernando, La Union
Tel. No.:(072) 242/1045-46, Ext. 07
E-mail add: bacsec@ilocos.da.gov.ph
13. For downloading of Bidding Documents, you may visit the following websites:
DA-RFO1 Website: <https://ilocos.da.gov.ph/>
PhilGEPS Website: <https://www.philgeps.gov.ph/>

May 2, 2025

Approved by:

(Sgd.) GILBERT D. RABARA, DVM
Vice-Chairperson, Bids and Awards Committee

Invitation to Bid Identification No. DA-RFO 1-2025-INFRA-018-N

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Agriculture - Regional Field Office 1 (DA-RFO 1)** invites Bids for the **NEGOTIATED PROCUREMENT OF PROVISION OF LABOR, MATERIALS, EQUIPMENT RENTAL AND OTHER INCIDENTALS NEEDED FOR THE REPAIR AND MAINTENANCE OF DUPLEX BUILDING AT DA-INREC, DINGRAS, ILOCOS NORTE** with Project Identification Number **DA-RFO 1-2025-INFRA-018-N**.

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 **GAA FY 2025** in the amount of **One Million Three Hundred Eighty-Five Thousand Sixty-Nine Pesos (PhP1,385,069.00)**.

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 subcontracting is not allowed:

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, **5th Floor Conference Room, Aguila Road, Sevilla, City of San Fernando, La Union** 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 PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

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

15.2. The Bid and bid security shall be valid until **September 17, 2025**. 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

Bid Data Sheet

ITB Clause													
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: CONSTRUCTION OF BUILDING												
7.1	N/A												
10.3	N/A												
10.4	The key personnel must meet the required minimum years of experience set below: <table><tr><th>Key Personnel</th><th>General Experience</th><th>Relevant Experience</th></tr><tr><td>Project Engineer</td><td>3 years</td><td>Construction Supervision</td></tr><tr><td>Foreman</td><td>2 years</td><td>Masonry/Carpentry</td></tr></table>	Key Personnel	General Experience	Relevant Experience	Project Engineer	3 years	Construction Supervision	Foreman	2 years	Masonry/Carpentry			
Key Personnel	General Experience	Relevant Experience											
Project Engineer	3 years	Construction Supervision											
Foreman	2 years	Masonry/Carpentry											
10.5	The minimum major equipment requirements are the following: <table><tr><th>Equipment</th><th>Capacity</th><th>No. of Units</th></tr><tr><td>Concrete Mixer</td><td></td><td>1</td></tr><tr><td>Concrete Vibrator</td><td></td><td>1</td></tr><tr><td>Set of Tools</td><td></td><td></td></tr></table>	Equipment	Capacity	No. of Units	Concrete Mixer		1	Concrete Vibrator		1	Set of Tools		
Equipment	Capacity	No. of Units											
Concrete Mixer		1											
Concrete Vibrator		1											
Set of Tools													
12	N/A												
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than Php27,701.38 bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than Php69,253.45 bid security is in Surety Bond.												
19.2	Partial bidis not allowed.												
20	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.												
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.												

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	N/A
4.1	Schedule of construction in full shall start within 7 calendar days from receipt of the Notice to Proceed
6	N/A
7.2	[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work (PERT-CPM, Construction Schedule, S-Curve and Construction Methods) to the Procuring Entity's Representative within 10 calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 10% of the 15% Advance Payment.
13	The amount of the advance payment is 15% of the Contract Price.
14	Materials and equipment delivered on the site but not completely put in place (Actual Accomplishment) shall not be included for payment.
15.1	The "as built" Drawings and/or operating and maintenance manuals shall be required prior to the final payment.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 10% of the final billing.

Section VI. Specifications

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

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (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**
- (c) 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**
- (d) Special PCAB License in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and**
- (e) 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**
- (f) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor’s key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (g) 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.

Financial Documents

- (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- (i) 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

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

Other documentary requirements under RA No. 9184

- (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (l) 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**
- (m) Cash Flow by Quarter.



DEPARTMENT OF AGRICULTURE-REGIONAL FIELD OFFICE 1

NAME OF PROCURING ENTITY _____

PROJECT REFERENCE NO.: _____

NAME OF PROJECT: _____

**STATEMENT OF ALL ON-GOING 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****CONTRACT TO BE BID:** _____**BUSINESS NAME:** _____**BUSINESS ADDRESS:** _____

Name of Contract/ Location Project Cost	a. Owner's Name b. Address c. Telephone Nos.	NATURE OF WORK	CONTRACTOR'S ROLE		a. Date Awarded b. Date Started c. Date Completion	% Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the Owner

Submitted by:

Name of Representative of BidderPosition

Date: _____

DEPARTMENT OF AGRICULTURE-REGIONAL FIELD OFFICE 1
NAME OF PROCURING ENTITY

Project Reference No.: _____
Name of the Project: _____
Location of the Project: _____

Statement identifying the Bidder's Single Largest Completed Contract (SLCC) similar in nature

Contract to be Bid: _____
Business Name: _____
Business Address: _____

Name of Client	a. Owner's Name b. Address c. Telephone Nos.	Title of the Project in the Contract	Nature of Work	a. Date Awarded b. Contract Effectivity c. Date Completed	Contractor's Role (whether sole contractor, subcontractor, or partner in a JV)		a. Total Contract Value at Award b. Total Contract Value at Completion c. Contract Duration
					Description	%	
<u>Government</u>							
<u>Private</u>							

Note: This statement shall be supported with:

1. Notice of Award
2. Notice to Proceed
3. Contract
4. Owner's Certificate of Acceptance OR Constructors Performance Evaluation Summary (CPES) Rating

Submitted by : _____
(Printed Name and Signature)
Designation : _____
Date : _____

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

To: **DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE 1
City of San Fernando, La Union**

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

DEPARTMENT OF AGRICULTURE-REGIONAL FIELD OFFICE 1

NAME OF PROCURING ENTITY

Standard Form Number: SF-INFR-48

Revised on: August 11, 2004

Contract Reference No.: _____

Name of the Contract: _____

Location of the Contract: _____

(LIST) Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name: _____

Business Address: _____

		Project Manager/Engineer	Materials Engineer	Foreman	Construction Safety and Health Personnel	Other positions deemed required by the Applicant for the project
1	Name					
2	Address					
3	Date of Birth					
4	Employed since					
5	Experience					
6	Previous Employment					
7	Education					
8	PRC Licence					

Minimum Requirements : Project Manager/Engineer
: Materials Engineer
: Foreman
: Foreman

Note : Attached individual resume and PRC License of the (professional) personnel

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz, Project Manager, Project Engineers, Materials Engineers and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel signed written commitment to work for the project once awarded the contract).

DEPARTMENT OF AGRICULTURE-REGIONAL FIELD OFFICE 1
NAME OF PROCURING ENTITY

Contract Reference Number
Name of the Contract
Location of the Contract

1. Name : _____
2. Name and Address of Owner : _____
3. Name and Address of the
Owner's Engineer : _____
(Consultant)
- 3-4. Indicate the Features of Project
(particulars of the project
Components and any other particular
Interest connected with the project): _____
5. Contract Amount Expressed in
Philippine currency : _____
6. Position : _____
7. Structures for which the employee
was responsible : _____
8. Assignment Period : from _____ (months)
: to _____ (months)

Name and Signature of Employee

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

(Place and Date)

(The Authorized Representative)

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz, Project Manager, Project Engineers, Materials Engineers and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel signed written commitment to work for the project once awarded the contract). _____ **SF-INFR-47b**

DEPARTMENT OF AGRICULTURE-REGIONAL FIELD OFFICE 1
NAME OF PROCURING ENTITY

Contract Reference Number
Name of the Contract
Location of the Contract

Standard Form Number: SF-INFR-47
Revised on: August 11, 2004

KEY PERSONNEL
(FORMAT OF BIO-DATA)

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

- Authorized Managing Officer/Representative
- Sustained Technical Employee

1. Name : _____
2. Date of Birth : _____
3. Nationality : _____
4. Education and Degrees : _____
5. Specialty : _____
6. Registration : _____
7. Length of service with the Firm : _____
8. Years of Experience : _____

9. If item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attach additional sheet/s), if necessary:

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

10. Experience:

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

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz, Project Manager, Project Engineers, Materials Engineers and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel signed written commitment to work for the project once awarded the contract). SF-INFR-47a

DEPARTMENT OF AGRICULTURE-REGIONAL FIELD OFFICE 1
NAME OF PROCURING ENTITY

Contract Reference Number
Name of the Contract
Location of the Contract

Standard Form Number: SF-INFR-46
Revised on: August 11, 2004

Key Personnel's Certificate of Employment

Issuance Date

DIR. NESTOR

Position of the Head of the Procuring Entity

DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE 1

CITY OF SAN FERNANDO, LA UNION

Dear Sir/Madame:

I am (Name of Nominee) a Licensed _____ Engineer with Professional License No. _____ issued on (Date of Issuance) at (place of issuance).

I hereby certify that (Name of Bidder) has engaged my services as (designation) for (name of the Contract), if awarded to it.

As (designation), I supervised the following completed projects similar to the contract under bidding:

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following projects:

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned contractor, I shall notify the (Name of the Procuring Entity) at least twenty one (21) days before the effective date of my separation.

As (Designation), I know I will have to stay in the job site all the time to supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of (Designation) thereof, if the contract is awarded to him since I understand that to do so will be

a sufficient ground for my disqualification as (Designation) in any future ____ (*Name of the Procuring Entity*) bidding or employment with any Contractor doing business with the *Name of the Procuring Entity*_____.

(Signature of Engineer)

DRY SEAL

Republic of the Philippines)
_____) S.S.

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2022 affiant exhibiting to me his/her Residence Certificate No. _____ issued on _____ at _____.

Notary Public
Until December 31, 20____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

*One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz, Project Manager, Project Engineers, Materials Engineers and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel signed written commitment to work for the project once awarded the contract).*_____ SF-INFR-46a

Standard Form Number: SF-INFR-49

Revised on August 11, 2004

LIST OF EQUIPMENT, OWNED OF LEASED and/or under PURCHASE AGREEMENT, PLEDGED TO THE PROPOSED PROJECT

Business Name : _____

Business Address : _____

Description	Model/Year	Capacity/ Performance/ Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor or Vendor

List of minimum equipment required for the project

Submitted by : _____

(Print name and affix signature)

Designation : _____

Date : _____

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;

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]

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

Summary of the Applicant Supplier's/Distributor's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent for the immediately preceding year.

		Year 20__
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1-3)	
6	Net Working Capital (2-4)	

The Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, based on the above data is calculated as follows:

NFCC = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started

Or,

If the prospective bidder opts to submit a Committed Line of Credit (CLC), it must be at least equal to ten percent (10%) of the ABC to be bid and shall be confirmed or authenticated by a local universal or commercial bank.

Name of Bank _____ Amount _____

Herewith attached are certified true copies of the Income Tax Return and Audited Financial Statement Stamped "RECEIVED" by the BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier/Distributor/Manufacturer

Printed Name and Signature of Authorized Representative

Date:

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date: _____

Project Identification No.: _____

To: **DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE 1**
City of San Fernando, La Union

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹² for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[Name of Project]* of the *[Name of the Procuring Entity]*.
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____



SPECIFICATION AND SCOPE OF WORK

PROJECT NAME: REPAIR & MAINTENANCE OF DUPLEX BUILDING AT DA-INREC, DINGRAS, ILOCOS NORTE

BRIEF DESCRIPTION: INSTALLATION OF DOORS AND WINDOWS, CARPENTRY WORKS, TINSMITHRY WORKS, ELECTRICAL WORKS, PAINTING WORKS, TILE WORKS AND AUXILIARY WORKS

I. DOOR AND WINDOWS

38.68 sq.m.

- All doors and windows for the building will be done in accordance with the detailed engineering design.
- Care shall be taken that steel doors and windows etc are not deformed, damaged during subsequent construction. Particular care shall be taken that scaffolding does not rest on the steel door and window frames or glazing bars. All footings and hinges (projecting hinges) shall be protected, preferably with alkathene sheets, so that these may not be damaged during execution of work.
- The height and width shall be measured correct to 1mm. The area shall be calculated in square meters correct to two places of decimal. The fixed, side-hung and top-hung categories shall be taken separately.
- All composite units shall first be measured as fixed.
- The work shall cover the fabrication, delivery and complete installation of doors and windows including glazing for the buildings. The works shall consist of furnishing all labor, materials, tools, equipment and other incidentals necessary for the complete installation of the above mentioned doors and windows, including glazing, as shown on the drawings and in accordance with this specifications or as directed by the Engineer.

II. CARPENTRY WORKS

200.40 sq.m.

- Framing is not required for ceilings attached to structural members, except for framing openings as specified. Furring as hereinafter specified shall be attached directly to structural members.
- Steel channels or steel studs shall be provided where steel furring is indicated for screw attachment of ficem board.
- Ceiling Runners - Shall be accurately aligned and securely attached to floors and structural ceilings or roof deck except where partition ceiling runners are applied directly to finished material of continuous ceilings. Attachment shall be by expansion shields, machine bolts or other approved method, at not more than 0.60m on centers

and to furred ceilings by wallboard screws at each furring member. Furring will be provided at ceiling runners oriented parallel to the direction of furring members. Runners shall extend beyond open-end partitions for 3.0m.

- Ficem board delivered before use shall store within completely enclosed structure off the ground and completely enclosed within a weather tight covering. Ficem Board shall dry, free of warpage and with bundling tape intact immediately before use, completely enclosed within a weather tight covering.

III. TINSMITHRY WORKS

153.0 sq.m.

- The work includes the installation of 5mm thick one-sided insulated foam with G.I. hexagonal chicken wire.
- It shall be installed in accordance to the approved plans. Accessories must be completely installed. Any clarifications shall verify to the assigned project engineer.

IV. ELECTRICAL WORKS

114.0 outlets

- All electrical works for the building will be done in accordance with the provisions of the Latest Philippine National Electric Code and the rules and regulations of the Electrical Ordinance of the Municipality, and rules and regulations of other governing authorities.
- To secure and pay for the electrical permits, certificates, and other related permits.
- To secure and pay for the service charges and other fees required by the local electric utility company for the energization of the proposal.
- All materials to be used shall be brand new, with trade name, unused, and shall in every case be the best where such standards have been established for the particular type of materials used.
- Only skilled workmen using proper tools and equipment shall be employed during the entire course of the installation work. All workmanship shall be of the best quality and all works shall be done in accordance with the best engineering practice of the trade involved
- Materials for the works mentioned above shall be from manufacturers accredited/acknowledged by the local electric utility company.

V. PAINTING WORKS

763.43 sq.m.

- Furnish all labor, materials, equipment, plant and other facilities to complete all painting and varnishing as shown and hereafter as specified.

- The contractor shall examine the Specifications for the various other trades and shall thoroughly familiarize himself with all of the items and surfaces of work to be included.
- All work included under this Division shall be subject to the General Conditions accompanying these specifications. The Contractor and Sub-contractor for the type of job in this Division are enjoined to strictly follow the provision thereto.
- The Contractor shall inspect all surfaces to be painted and all defects shall be remedied before starting the work. Commencing of work by the Contractor indicates his acceptance of the surface. No work shall be started unless the Contractor shall have made certain as to dryness of surfaces. Tests shall be made, in the presence of the Architect or his authorized representative, to verify dryness of surfaces to be painted.
- Clean all surfaces to be painted and varnished of loose dirt and dust. Do the customary amount of sanding, depending on the Architect's opinion to make the surface acceptable for painting or varnishing.
- Inspect all surfaces to insure suitability. In the event imperfections due to materials or workmanship appear on any surface after the application of paint, the cost of all correction shall be borne by the Contractor. Damage to any painted or varnished finish due to carelessness or negligence shall be corrected.
- Patch up all knots, pitch streaks and sappy spots with shellac or other approved sealer. Putty nail holes, cracks, etc. after the first coat non-shrinking putty of a color to match that of the finish.
- Prepare masonry surface to be painted by removing all dirt, dust, oil and grease stains and efflorescence. The method of surface preparation shall be left to the discretion of the Contractor, provided that, the results are satisfactory to the Architect. Masonry surfaces to be painted shall be free from alkali and thoroughly dry before paint is applied.
- Before applying succeeding coats, primers and undercoats shall be completely integral and performing the functions for which they are specified.
- Property prepares and touches up scratches, abrasions or any other disfigurement and removes any foreign matter before proceeding with the following coat.
- All exposed nail head shall be countersunk and puttied after application of primer. Putty shall be whiting putty tinted to match that of finish.
- All painting and varnish work shall be done by skilled house painters and varnishes only.
- All materials shall be evenly applied so as to form a film of uniform thickness, free from sags, runs, crawls or other defects.
- Paints shall be thoroughly stirred so as to have the pigment evenly in suspension while paint is applied.
- No paint shall be done in damp weather.

- Except where otherwise noted or specified, all paints shall be applied in three [3] coats [priming, body, finish coats]. Each coat shall be roller or brush applied, [except as otherwise noted], spread evenly and in full covering body.
- Surfaces which cannot be satisfactorily finish on the number of coats specified shall have additional coats, or such preparatory coats and subsequent coats as may be required to produce satisfactory finished work at the expenses of the Contractor.
- The painting Contractor, being the last tradesman on the project, shall include in his work all final clean-up and washing of window glass, spots on the floors, hardware, fixtures, etc.
- Provide Application of Termite Control. Ceilings are also painted finish.

VI. TILE WORKS

350.0 sq.m.

- **Tackle Stubborn Stains:** If some stains persist, sprinkle a little baking soda onto the dampened tile and scrub gently. This will lift stains without scratching the surface.
- **Rinse with Clean Water:** After cleaning, rinse the tiles with clean water to remove any leftover cleaning solution or residue. Use a damp cloth to wipe the tiles.
- **Dry the Tiles:** Wipe the tiles down with a clean, dry microfiber cloth to prevent water spots from forming and to help the shine.

VII. AUXILIARY WORKS

10.0 sets

- The work includes the fabrication and installation of Modular Powder Coated Aluminum (kitchen) and Powder Coated Aluminum (Wardrobe).
- It shall be fabricated in accordance to the approved plans. Accessories must be completely installed. Any clarifications shall verify to the assigned project engineer.

The above specifications are intended for the **REPAIR AND MAINTENANCE OF DUPLEX BUILDING AT DA-INREC, DINGRAS, ILOCOS NORTE.**

Prepared and Submitted By:

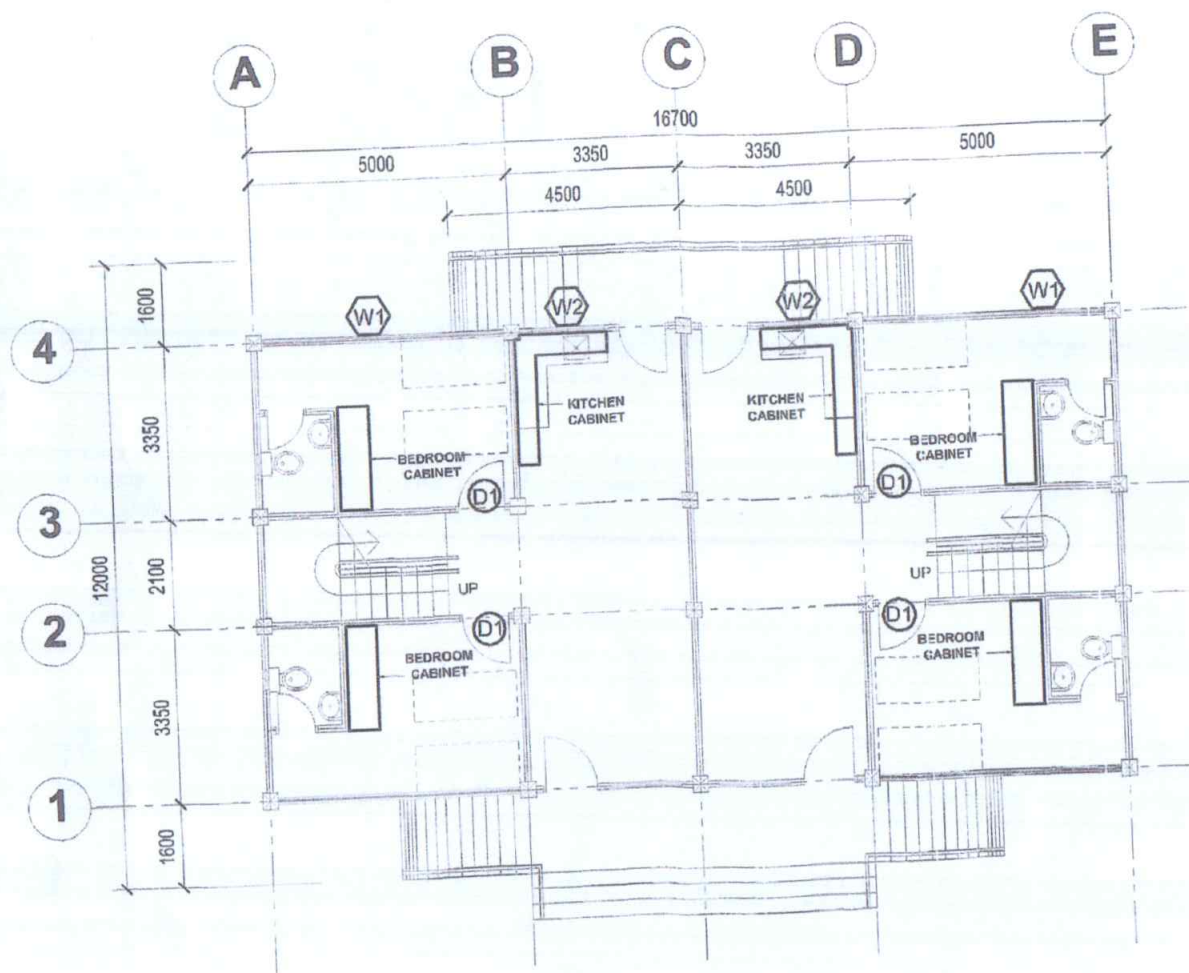

ARCH. HERTZHELLE L. MORALES, UAP

Technical Staff, EPDSS-RAED

Checked and Reviewed By:


MARK HARRY G. PASTOR, ABE

CHIEF-RAED



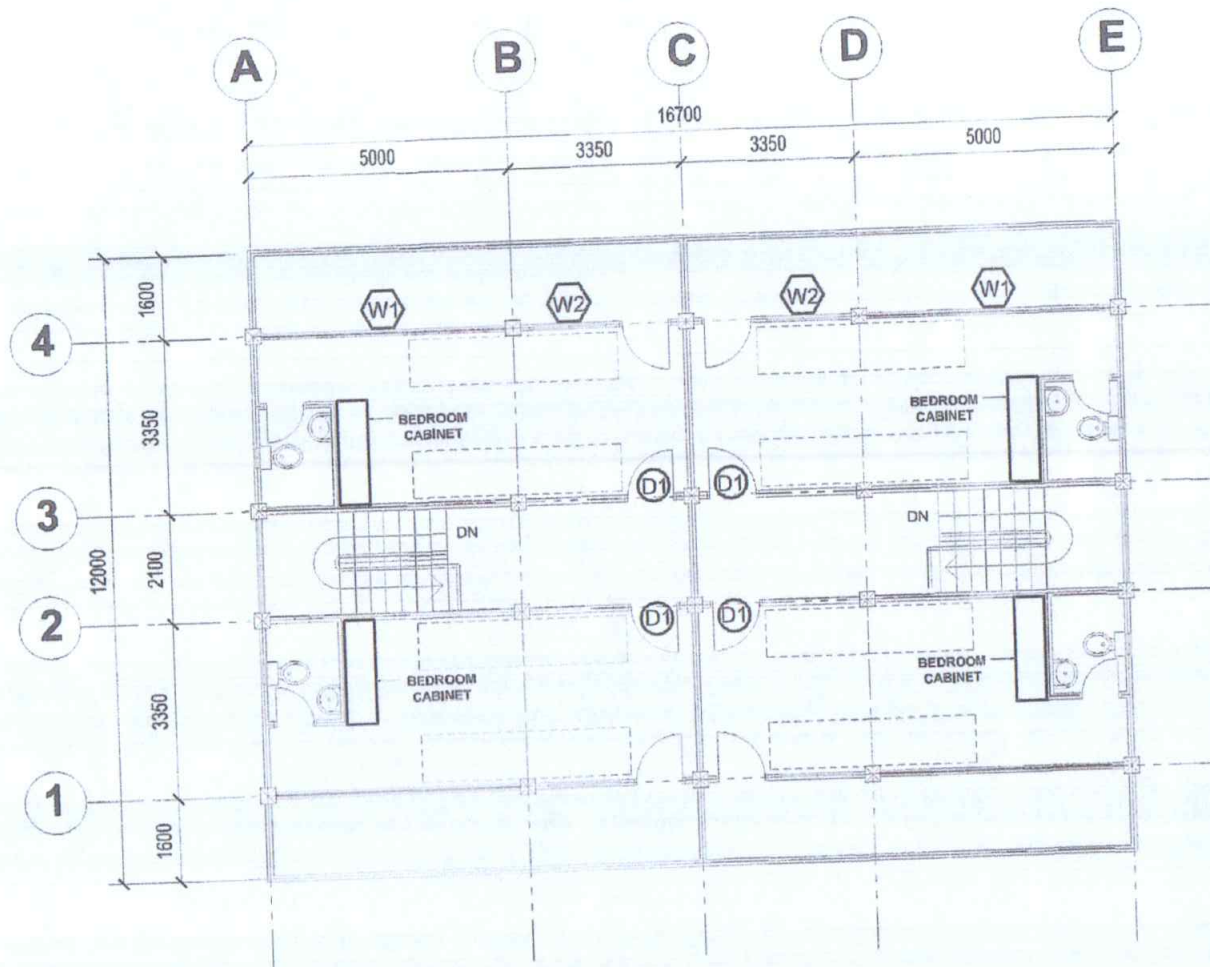
SCOPE OF WORKS:

(GROUND FLOOR)

1. Anti-termite treatment
2. Installation of modular powder coated aluminum kitchen cabinet (2 sets)
3. Installation of powder coated aluminum wardrobe at bedrooms (4 sets)
4. 900mmx2100mm Panel Door (4 sets)
5. Re-installation of damaged windows (bedroom - 2 sets)
6. Painting of ground floor ceiling
7. Replacement of windows at rear portion of the building.
8. Cleaning of existing tiles.
9. Allocation of 4 units - 1.0hp split-type air conditioning unit.
10. Re-painting of interior and exterior masonry wall.

1 GROUND FLOOR PLAN

PREPARED FROM THE OFFICE OF THE	PROJECT TITLE	PREPARED BY	CHECKED & REVIEWED BY	RECOMMENDING APPROVAL	APPROVED	SHEET CONTENTS	SHEET No.
	REPAIR AND MAINTENANCE OF DUPLEX BUILDING	ARCH. BERNARDO L. MORALES SARAH L. CAYME, ABE	MARK HARRY G. PASTOR, ABE	DENNIS I. TACTAC, ABE	JOHN B. PASCUAL, DVM	AS SHOWN	1/8



SCOPE OF WORKS:

(SECOND FLOOR)

1. Installation of powder coated aluminum wardrobe at bedrooms (4 sets)
2. Installation of 900mmx2100mm Panel Door (4 sets)
3. Installation of lighting fixture and convenience outlet.
4. Installation and painting of 4"x8"x9mm Ficem Board at bedrooms.
5. Painting of ceiling at hallway only.
6. Installation of 5mm thick one-sided insulation foam with hexagonal chicken wire.
7. Replacement of windows at rear portion of the building.
8. Cleaning of existing tiles.
9. Allocation of 4 units - 1.5hp split-type air conditioning unit.
10. Re-painting of interior and exterior masonry wall.

1 SECOND FLOOR PLAN

SCALE 1:100m
RECEIVED FROM THE OFFICE OF THE
DEPARTMENT OF AGRICULTURE
REGIONAL FIELD OFFICE NO. 1
REGIONAL AGRICULTURAL ENGINEERING DIVISION

PROJECT TITLE:
REPAIR AND MAINTENANCE OF
DUPLEX BUILDING

PREPARED BY:
ARCH. HENRIETTE L. MORALES
SARAH JANE Y. CANEJA ABE

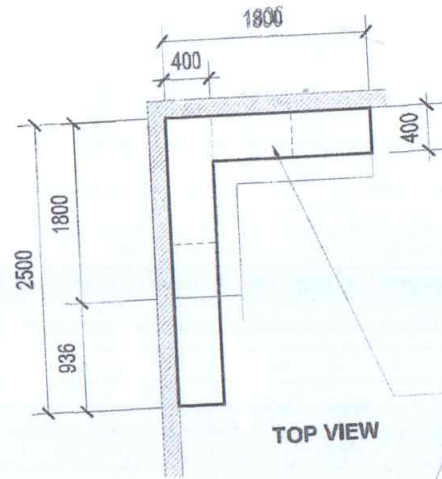
CHECKED & REVIEWED BY:
MARK HARRY G. PASTOR, ABE

RECOMMENDING APPROVAL:
DENNIS T. TACTAG, ABE

APPROVED:
JOHN PASCAL DYM

SHEET CONTENTS:
AS SHOWN

SHEET NO.:
2/8



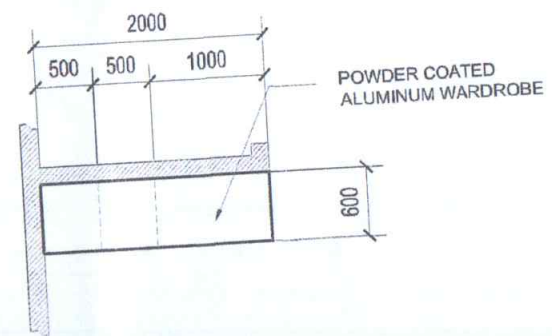
TOP VIEW

SITE PHOTOS:



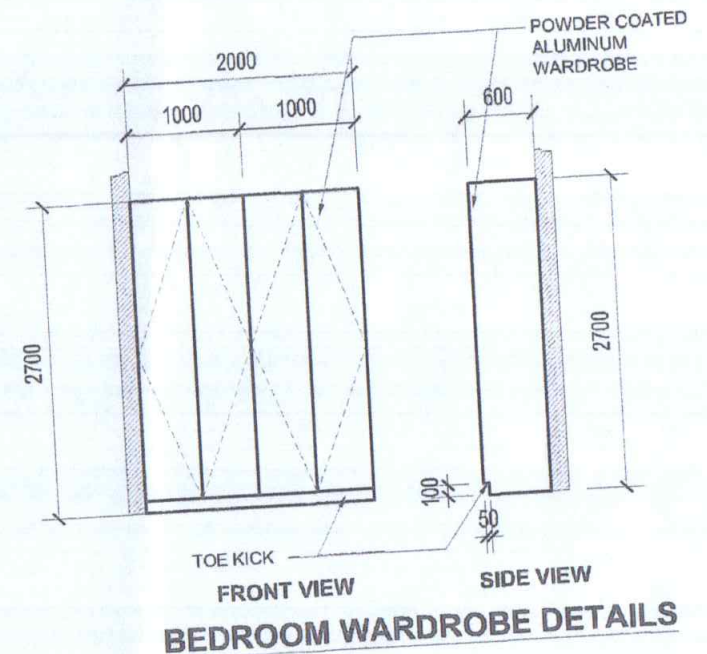
MODULAR POWDER COATED ALUMINUM KITCHEN CABINET

MODULAR POWDER COATED ALUMINUM KITCHEN CABINET



POWDER COATED ALUMINUM WARDROBE

TOP VIEW



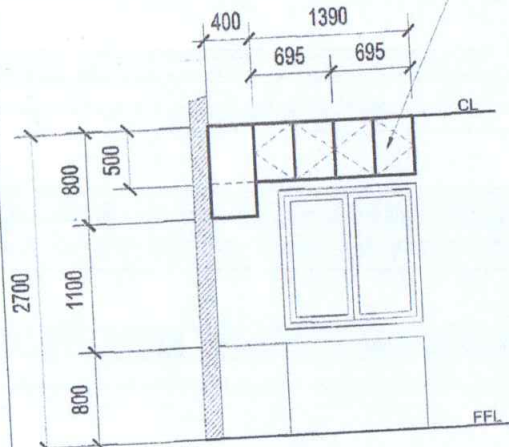
POWDER COATED ALUMINUM WARDROBE

TOE KICK

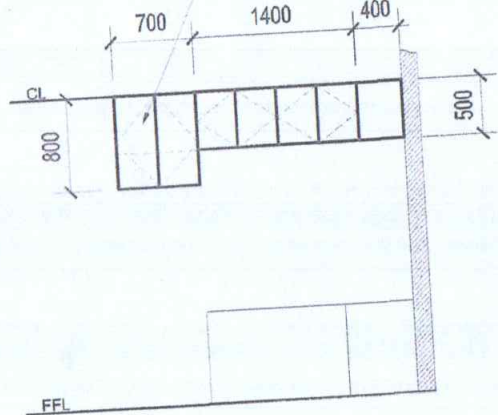
FRONT VIEW

SIDE VIEW

BEDROOM WARDROBE DETAILS




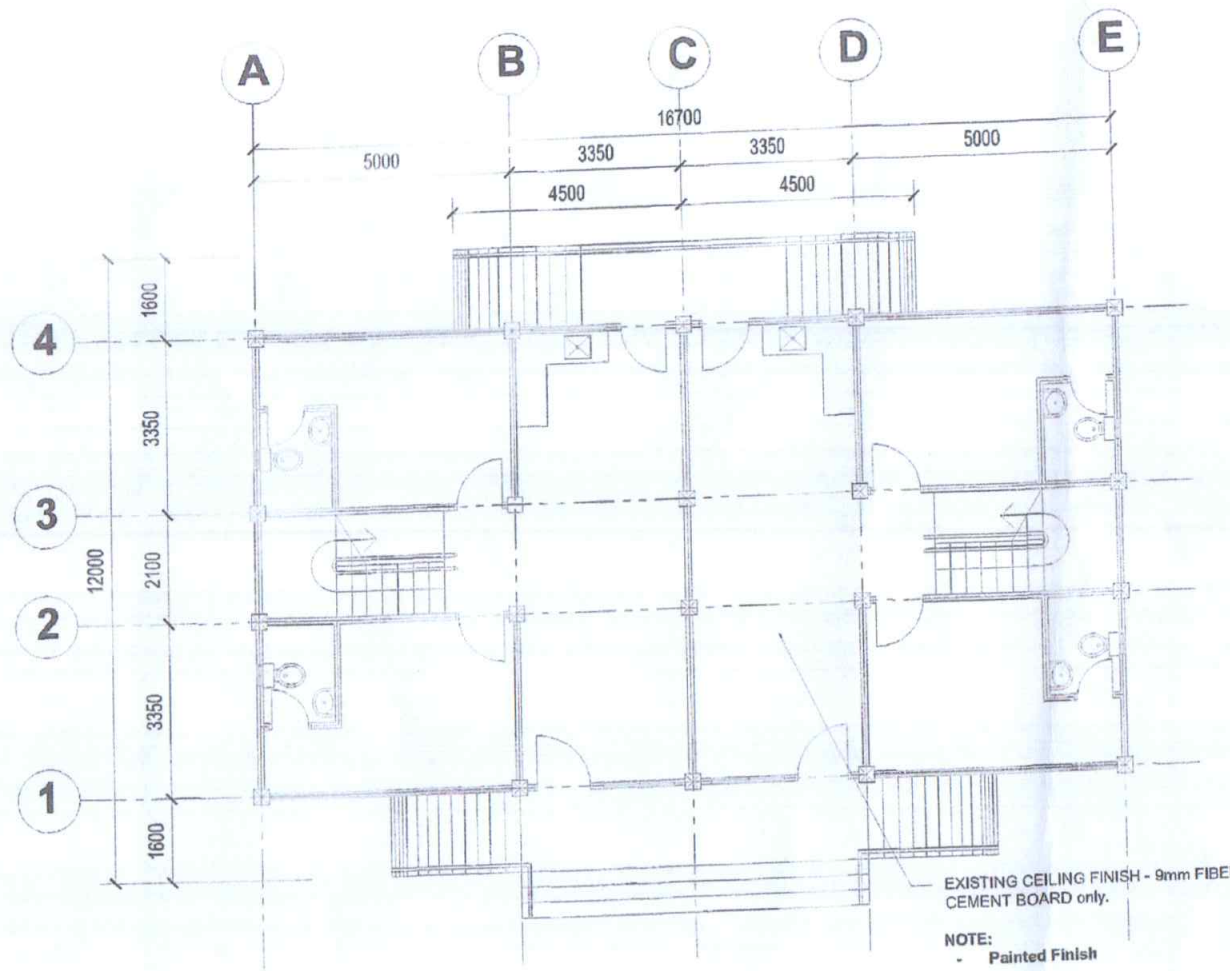
FRONT VIEW



SIDE VIEW

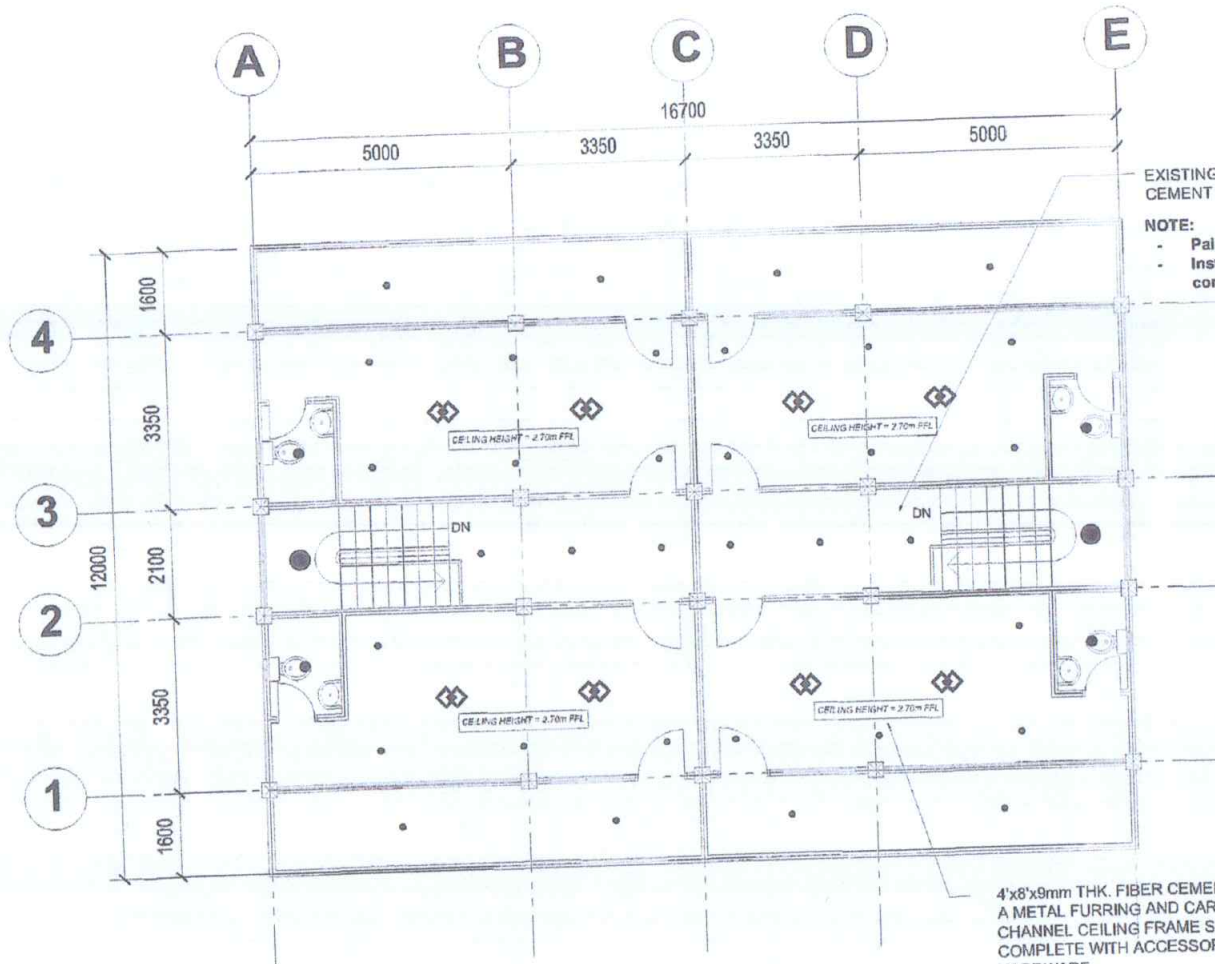
KITCHEN CABINET DETAILS

1 CABINET DETAILS SCALE: NTS PREPARED FROM THE OFFICE OF THE  DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE NO. 1 REGIONAL AGRICULTURAL ENGINEERING DIVISION	PROJECT TITLE: REPAIR AND MAINTENANCE OF DUPLEX BUILDING	PREPARED BY: ARCH. HERCULES L. MORALES SARAH JANE T. CANAL, ABE	CHECKED & REVIEWED BY: MARK HARRY G. PASTOR, ABE	RECOMMENDING APPROVAL:  DENNIS L. TACTAC, ABE	APPROVED:  JOHN B. PASCUAL, DVM	SHEET CONTENTS: AS SHOWN	SHEET NO.: <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">3</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">8</div> </div>
	FD-110 Rev. 01, 01/01/2014						



1 GROUND FLOOR REFLECTED CEILING LAYOUT

PREPARED FROM THE OFFICE OF THE	PROJECT TITLE	PREPARED BY	CHECKED & REVIEWED BY	REVIEWING APPROVAL	APPROVED	SHEET CONTENTS	SHEET NO.
<p>DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE NO. 1 REGIONAL AGRICULTURAL ENGINEERING DIVISION</p>	<p>REPAIR AND MAINTENANCE OF DUPLEX BUILDING</p>	<p>ARCH. HERZHELE L. MORALES SARAH L. CAYRE, ABE</p>	<p>MARK HARRING, PASTOR, ABE</p>	<p>DENISE L. TACTAC, ABE</p>	<p>JOHN B. PASCUAL, DVM</p>	<p>AS SHOWN</p>	<p>4 8</p>



EXISTING CEILING FINISH - 9mm FIBER CEMENT BOARD (at hallway only).

NOTE:

- Painted Finish
- Installation of lighting fixture and convenience outlet.

SITE PHOTOS:



BEDROOM CEILING

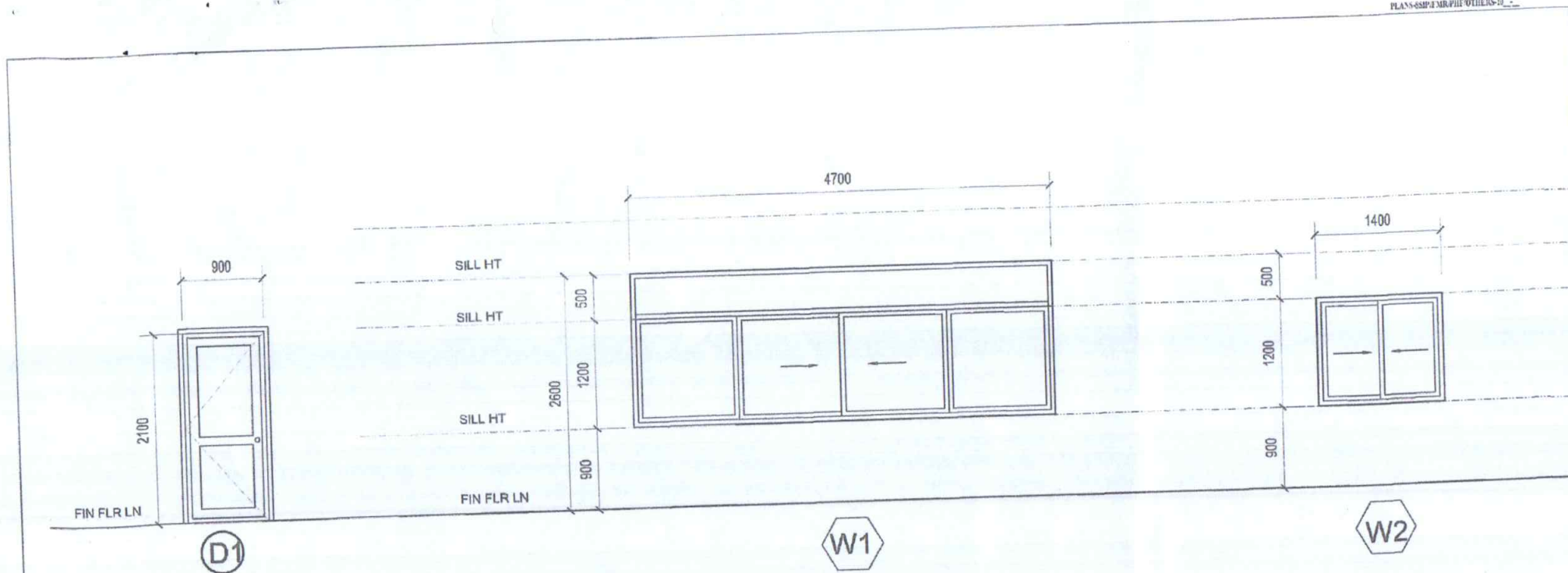


HALLWAY CEILING

NOTE:

Installation of 5mm thick one-sided insulation foam with hexagonal chicken wire.

1 SECOND FLOOR REFLECTED CEILING LAYOUT		1:100m		CHECKED & REVISION BY:		APPROVED:		SHEET NO. 1	
PREPARED FROM THE OFFICE OF THE:		PROJECT TITLE:		PREPARED BY:		APPROVED:		SHEET NO. 1	
<p>DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE NO. 1 REGIONAL AGRICULTURAL ENGINEERING DIVISION</p>		<p>REPAIR AND MAINTENANCE OF DUPLEX BUILDING</p>		<p>ARCH. BERTHELLE L. MORALES SARAH L. L. CAYABE</p>		<p>MARK HARRY G. PASTOR, ABE</p>		<p>DENNIS L. TACTAG, ABE</p>	
<p>LOCATION: 12 VILLAGE, BANGAL, BANGAL, BANGAL</p>								<p>AS SHOWN</p>	



MATERIAL:	1 1/2" THK SOLID WOOD SWING TYPE PANEL DOOR
LOCATION:	BEDROOM
UNIT/S:	8 SETS

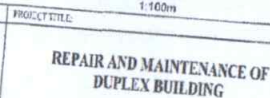
MATERIAL:	ANALOK FRAME 3/8" THK TINTED GLASS SLIDING WINDOW WITH FIXED GLASS SIDE PANES
LOCATION:	BEDROOM
UNIT/S:	4 SETS

MATERIAL:	ANALOK FRAME 3/8" THK TINTED GLASS SLIDING WINDOW
LOCATION:	BEDROOM, KITCHEN
UNIT/S:	4 SETS

1 DOOR AND WINDOW SCHEDULE

SCALE PREPARED FROM THE OFFICE OF THE	PROJECT TITLE REPAIR AND MAINTENANCE OF DUPLEX BUILDING	PREPARED BY ARCH. BENZ HELLIE L. MORALES SARAH S. T. DAYAR, ABE	CHECKED & REVIEWED BY MARK HARRY G. PASTOR, ABE	RECOMMENDING APPROVAL DENNIS I. TACTAC, ABE	APPROVED JOHN B. PASCUAL, DVM	SHEET CONTENTS AS SHOWN	SHEET NO. 6/8
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FUNDING FROM THE OFFICE OF THE



PREPARED BY:

AVELINO B. UMBI, JR.
TECHNICAL STAFF, P. O. BOX 100

CHECKED & REVIEWED BY:

MARK HARRY G. PASTOR, ABE

RECOMMENDING APPROVAL: _____

DENNIS I. TACTAC, ABE
RUC for Del Norte

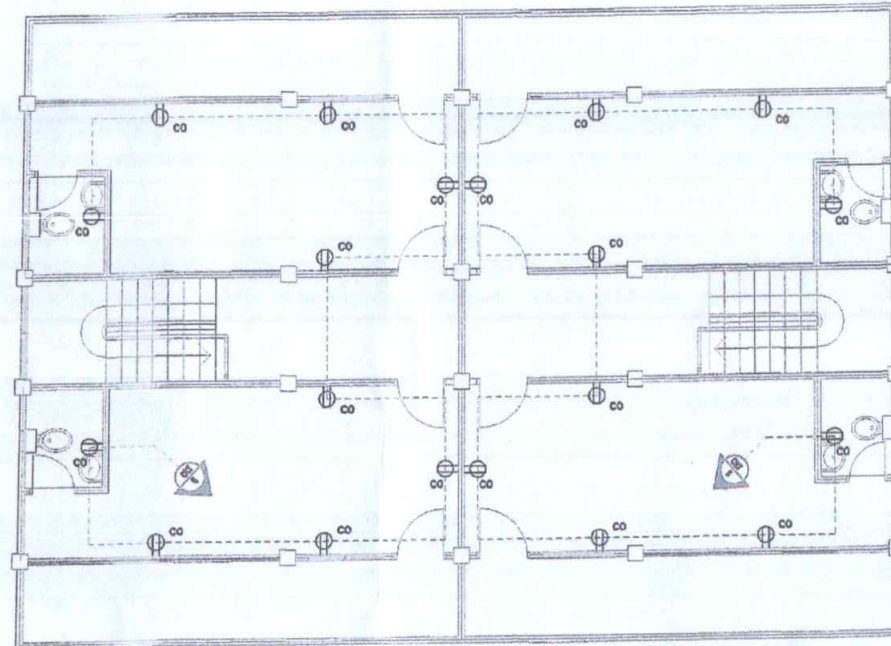
APPROVED

JOHN B. PASCUAL, DVM
 DVM, President, Executive Director

SHEET CONTENTS:

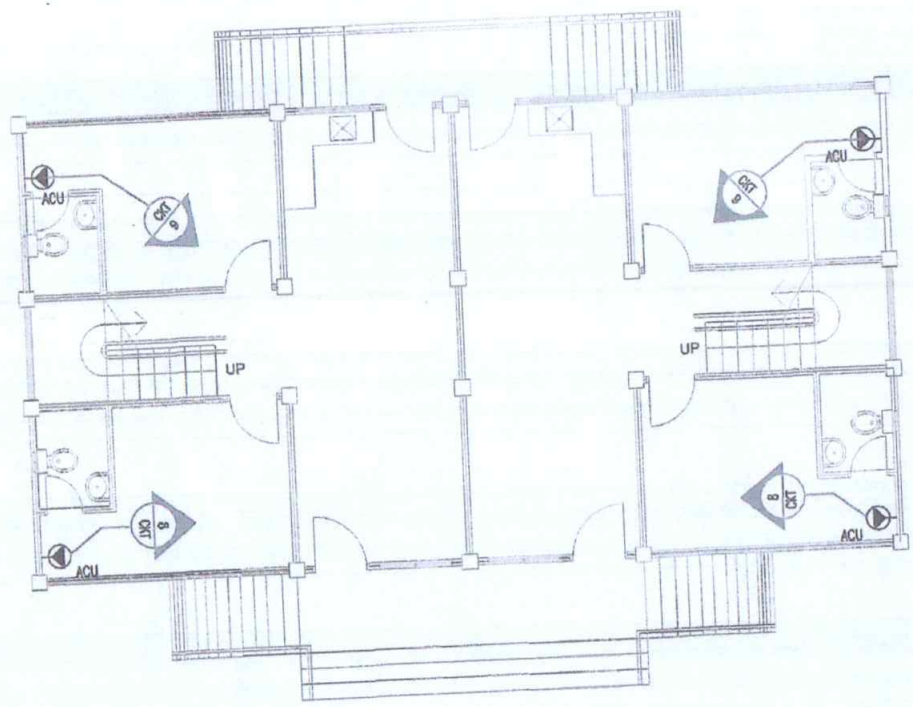
ASSIGNMENT

SHEET NO.

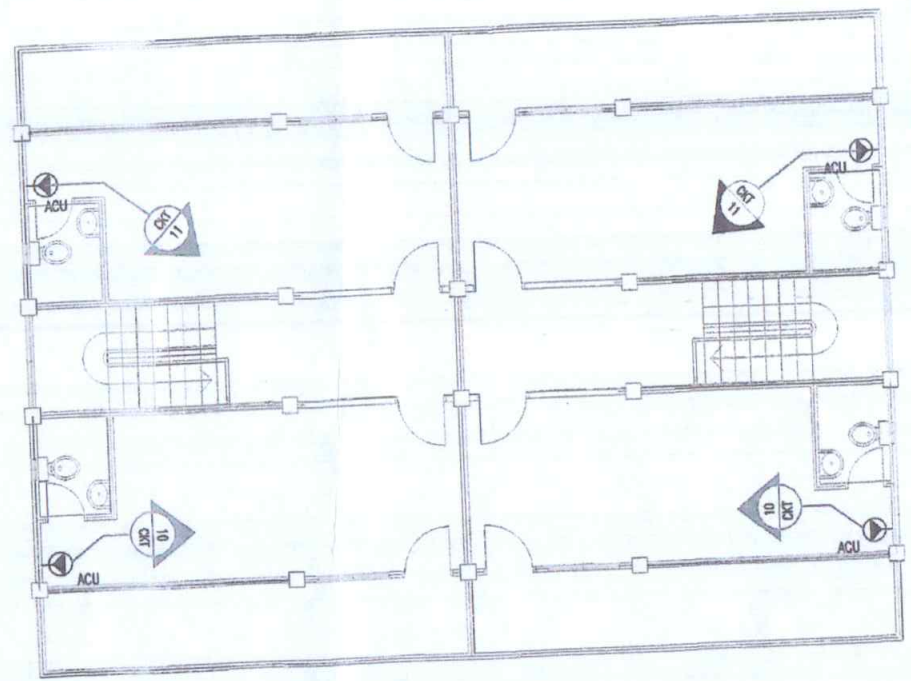
 $\frac{7}{8}$ 

SCALE:

LEGEND: ELECTRICAL SYMBOLS	
	LED CEILING LAMP (NO DIMMING LIGHTS MODERN 4' CEILING LIGHT)
	MODERN FULLY RECESSED LED STRIP LIGHT (TRACOL ULTRA THIN 1/8" WATER LED RECESSED ROUND DOWNLIGHT DAUGHTER 1" FOR C.R.)
	ULTRA THIN 1/8" WATER LED RECESSED ROUND DOWNLIGHT DAUGHTER 1" FOR C.R.
	THREE GANG SWITCH
	TWO GANG SWITCH
	ONE GANG SWITCH
	POWER OUTLET (DOUBLE UNIVERSAL)



NOTE:
** Install 1-unit 1.0hp Split-type
Air-conditioning Unit each bedroom.



NOTE:
** Install 1-unit 1.5hp Split-type
Air-conditioning Unit each bedroom.

1 GROUND FLOOR ACU OUTLET LAYOUT
SCALE: 1:100m

1 SECOND FLOOR ACU OUTLET LAYOUT
SCALE: 1:100m

 DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE NO. 1 MARIKINA CITY, PHILIPPINES 7011 REGIONAL AGRICULTURAL ENGINEERING DIVISION	PROJECT TITLE REPAIR AND MAINTENANCE OF DUPLEX BUILDING <small>LOCATED IN MOBILE HOUSES, AGRO-INDUSTRIAL ZONE</small>	PREPARED BY:  AVELINO A. UBALDO REGISTERED PROFESSIONAL ENGINEER	CHECKED & REVIEWED BY: MARK HARRY G. PASTOR, ABE REGISTERED	RECOMMENDING APPROVAL:  DENNIS TACTAC, ABE REGISTERED	APPROVED:  JOSEPH E. PASCUAL, DVM REGISTERED VETERINARIAN	SHEET CONTENTS: AS SHOWN	SHEET NO.: 8 8

BILL OF QUANTITIES

Project Name: Repair and maintenance of duplex building DA-INREC, Dingras, Ilocos Norte

Project Location: INREC Dingras, Cali, Dingras, Ilocos Norte

Project Description: Installation of doors and windows, painting works, tile works and auxiliary works

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
I.	Doors and Windows	38.68	sq.m.		
II.	Carpentry Works	200.40	sq.m.		
III.	Tinsmithry Works	153.00	sq.m.		
IV.	Electrical Works	114.00	outlet		
V.	Painting Works	763.43	sq.m.		
VI.	Tile Works	350.00	sq.m.		
VII.	Auxiliary Works	10.00	sets		

NUMBER OF DAYS TO COMPLETE THE PROJECT: 65 calendar days

TOTAL AMOUNT OF BID (in words and figures): _____

Name in Print Company/Office/Firm

Address: _____