PHILIPPINE BIDDING DOCUMENTS



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL TOBACCO ADMINISTRATION

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

PROJECT: "Land Development, Office Repair, and Improvement of the NTA Cagayan Branch Office Phase I"

(PB 2025-01)

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 NATIONAL TOBACCO ADMINISTRATION

11th The Upper Class Tower, Block S-139, Quezon Avenue corner Scout Reyes St., Barangay Paligsahan, Quezon City
 Tel No. (02) 8374-3987 / Fax. No. (02) 8374-2505 / Website: http://nta.da.gov.ph
 ISO 9001: 2015 QMS CERTIFIED



INVITATION TO BID

"Land Development, Office Repair, and Improvement of the NTA Cagayan Branch Office Phase I" (PB 2025-01)

- 1. The National Tobacco Administration (NTA), through its Corporate Operating Budget for FY 2025, intends to apply the total sum of **P**1,925,849.00 with PB No. 2025-01, being the Approved Budget for the Contract (ABC), to payment under the contract for the project: "Land Development, Office Repair, and Improvement of the NTA Cagayan Branch Office Phase I" (PB 2025-01), Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The NTA now invites bids for the above Procurement Project. Completion of the Works is required by **80** calendar days, from 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. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Prospective Bidders may obtain further information from NTA and inspect the Bidding Documents at the address given below during 8:00 am to 7:00 pm, except Fridays, Saturdays, Sundays and Holidays.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on February 27, 2025 to March 24, 2025 from the given address and website(s) 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 **P5,000.00**.
- 6. The NTA will hold a **Pre-Bid Conference** on **March 12, 2025, 10:00 A.M.**, at the NTA Corporate Room, 11th Floor, The Upper Class Tower, Quezon Avenue corner Scout Reyes St., Quezon City or via Microsoft Teams Apps, as the case may be, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office indicated below, on or before March 24, 2025, at 9:00 A.M. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 15.

- 9. Bid opening shall be on March 24, 2025, at 10:00 A.M., at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The NTA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Ms. ZENAIDA T. ARROJO

National Tobacco Administration 11th Floor, The Upper Class Tower, Quezon Avenue corner Scout Reyes St., Quezon City zenarrojo@yahoo.com

(+632) 8372-3188

Website address: www.nta.da.gov.ph

Mr. GERALD C. GUZMAN

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11th Floor, The Upper Class Tower, Quezon Avenue corner Scout Reyes St., Quezon City
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(+632) 8372-3188

Website address: www.nta.da.gov.ph

12. You may visit the following websites to download the Bidding Documents/ITB: www.philgeps.gov.ph and/or www.nta.da.gov.ph

ZENAIDAJT. ARROJO 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, [indicate name] invites Bids for the [insert Procurement Project], with Project Identification Number [indicate number].

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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 [indicate funding year] in the amount of [indicate amount].
- 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 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 criterial 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 {[insert if applicable]} 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	
1	The Procuring Entity is National Tobacco Administration (NTA)
	The name of the Contract is Land Development, Office Repair, and Improvement of the NTA Cagayan Branch Office Phase I"
	The identification number of the Contract is PB 2025-01.
2	The Funding Source is:
	The Government of the Philippines (GOP) through NTA's Corporate Operating Budget for FY 2025 in the amount of P 1,925,849.00
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: [provide description/clarification of what are major categories of work]. Civil Works
7	[Specify the portions of Works and the maximum percentage allowed to be subcontracted, which shall not be significant or material components of the Project as determined by the Procuring Entity.] Please see attached Program of Work
8	The Procuring Entity will hold a Pre-Bid Conference for this Project on March 12, 2025, at 10:00 A.M. at NTA Corporate Training Room, 11th Floor, The Upper Class Tower, Quezon Avenue corner Scout Reyes St., Quezon City or via Microsoft Teams Apps, as the case may be.
10.3	[Specify if another Contractor license or permit is required.] Please see attached Work Plans
10.4	The key personnel must meet the required minimum years of experience set below:
	Key Personnel General Experience Relevant Experience Professional Civil Engineer Please refer to the PCAB Categorization – Classification Table
10.5	The minimum major equipment requirements are the following:
	Equipment Capacity Number of Units Please see attached Program of Work
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 P 38,516.98 [Insert two percent (2%) of ABC], if 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 P 96,292.45 [Insert five percent (5%) of ABC] if bid security is in Surety Bond.
15.2	Bids and Bid Securities shall be valid until 120 days from the date of opening of bids.
16	Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid.

17	The address for submission of bids is:
1	NTA 11th Floor, The Upper Class Tower, Quezon Avenue corner Scout Reyes
1	St., Quezon City
	The deadline for submission of bids is March 24, 2025, at 9:00 A.M.
18	The place of bid opening is
	NTA Corporate Training Room, 11th Floor, The Upper Class Tower, Quezon
	Avenue corner Scout Reyes St., Quezon City
	The date and time of bid opening is March 24, 2025, at 10:00 A.M.
20	[List licenses and permits relevant to the Project and the corresponding law
	requiring it, e.g. Environmental Compliance Certificate, Certification that the
	project site is not within a geohazard zone, etc.]
	Refer to the Rules and Regulations for the Infrastructure of Project
	Implementation
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

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	
2	[If different dates are specified for completion of the Works by section, i.e "sectional completion," these dates should be listed here.]
4.1	[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]
6	The site investigation reports are: [list here the required site investigation reports.]
7.2	[Select one, delete the other.]
	[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.
	[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation linear canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:] Five (5) years.
10	[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:] Two (2) years. [Select one, delete the other:]
	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	b. No dayworks are applicable to the contract. The Contractor shall submit the Program of Work to the Procuring Entity's Representative within [insert number] 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 [insert amount].
13	The amount of the advance payment is [insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment].
14	[If allowed by the Procuring Entity, state:] Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is [date].

	The date by which "as built" drawings are required is [date].
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 [amount in local currency].

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.

PLEASE SEE ATTACHED FILE

Technical Specifications

DEPARTMENT OF AGRICULTURE NATIONAL TOBACCO ADMINISTRATION

SCOUT REYES, COR. PANAY AVE., QUEZON CITY

PROJECT

PROPOSED LAND DEVELOPMENT & OFFICE

IMPROVEMENT OF THE NTA CAGAYAN BRANCH

OFFICE (PHASE 1)

LOCATION

BAGAY ROAD, SAN GABRIEL, TUGUEGARAO,

CAGAYAN

OWNER

NATIONAL TOBACCO ADMINISTRATION

THRU

BELINDA S. SANCHEZ
NTA ADMINISTRATOR/CEO

SUBJECT

TECHNICAL SPECIFICATIONS

GENERAL

These specifications are of the abbreviated or "streamlined" types include incomplete sentences. Omission of words or phrases, such as "the contractor shall" "in conformity therewith", "shall be", "as noted on the drawings", "the", and "all", are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note", occurs in the drawings.

GENERAL CONDITIONS

Laws, Ordinances

Comply with all existing laws, local building ordinances and regulations.

Inspection

Allow local authorities or their duly authorized representative to inspect and determine construction programs and workmanship quality.

Discrepancies

Decision of the Architect or Engineer on any discrepancies on the plans shall be final.

SPECIFICATION

General

Anything shown on the plan but not mentioned in the specifications is of like effect as if shown or mentioned in both. Specifications govern in case of difference with Drawings.

Figures

Figures were given are to be followed in preference to scaled dimensions. Submit immediately to the Architect or Engineer for final decision any discrepancy on Figure and drawings, prior to any adjustment.

GENERAL REQUIREMENTS

The Contractor shall visit the site and familiarize himself with the actual site conditions.

I. EARTHWORKS, BACK FILLING AND GRAVELL BEDDING

Excavation shall conform to shapes, lines, dimensions shown in the drawing. Provide safeguards, including warning signs, barricades, temporary fences, and other similar items that are required for protection of all personnel during excavation. Maintain fences, barricades, and other similar items around exposed excavations until such excavations have been completely filled.

Gravel bedding shall be spread uniformly along the full length of the concrete pavement. The bedding shall be constructed so that after compacting, a depth of at least 200mm of gravel remains under the full length of the pavement.

Back filling shall conform to the areas flooded shown in the drawings.

II. REINFORCING STEEL BARS

ITEM 1. Reinforcing Steel Bars and Accessories:

The scope shall be based on the specified scope for concrete but not exceed the quantity provided in the bid proposal.

All reinforcing steel bars shall be 16mm, 12mm and 10mm diameter intermediate, Grade 40 deformed bars, Fy= 40,000 psi.

Provide bar supports and other accessories necessary to hold in the proper positions while concrete is being placed. Tie wire shall be standard commercial G.I. wires gauge no. 16.

Provide 16mm diameter bars X 0.40 dowel bars at every construction joint spaced at 0.20m on center.

Mill certificates and test shall be furnished of all reinforcing steel. Before cutting, bending and installation of reinforcing steel bars, the contractor shall submit at his own expense, an approved test of all sizes of reinforcement of each bulk at the supervision of the Project Engineer.

Reinforcing steel shall be cleaned of oil, grease, scale, rust or other coatings which will impair bond.

Submit shop drawings for approval of the Project Engineer for the installation of steel bars (hooks, bents, length & location of splices). Length of splices shall be 40db.

III. CONCRETE WORKS

ITEM 1. Scope:

All concrete works shall be done in accordance with the standard specifications for concrete works, as adopted by the government, in so far as it does not conflict with the revised proportioning of concrete as specified hereinafter. The following incidental works are included in this section:

- a-1) Concrete pavements for parking and driveway if called for or detailed on the structural.
- a-2) Dowels for concrete pavement.

ITEM 2. General:

- a) Acronyms: the following acronyms for applicable standards/publications are referred to in these specifications:
 - a.1) ASTM AMERICAN SOCIETY FOR TESTING MATERIALS
 - a.2) ACI AMERICAN CONCRETE INSTITUTE
- b) Standard Specifications and Codes: The work covered by this Section unless otherwise, noted or detailed, shall be governed by the Building Code requirements for Reinforced Concrete (ACI 318). The latest edition of all standard specifications or codes will be used.
- c) Coordination: The concrete work shall be coordinated with the work of the other trades to allow reasonable time to set sleeves, inserts and other accessories which must be in position before concrete bases.
- d) Workmanship: The contractor shall be responsible for any additional cost which may result from concrete surfaces which are not finished to the required profile or elevation.
- e) Samples: Submit sample of cement and aggregates proposed for use in the concrete work for approval, enumerating names, sources and descriptions of materials.

ITEM 3. Concrete:

a) General: The concrete shall consist of Portland Cement Type 1, fine aggregates, coarse aggregates (crushed gravel), water and where specifies, admixtures, proportioned, mixed, placed, cured and finished as hereinafter, specified. The compression strength shall be 3,000 psi. The mixture shall be 1:2:3.

ITEM 4. Materials:

- a) Portland Cement Type 1 Cement shall be any standard commercial brand in 40-kilogram bag.
- b) Fine Aggregates shall be clean, hard, coarse river sand of crushed sand free from injurious amount of clay loam and vegetable matter.
- c) Coarse Aggregates shall be crushed gravel. The Maximum size shall be 1/5 of the nearest dimension between sides of forms of the concrete or ¾ of the minimum clear spacing between reinforcing bars, or between reinforcing bars and forms whichever is smaller.
- d) Mixing Water = water used in mixture of concrete shall be clean and free from injurious amount of oils, acids, alkali, organic materials or other deleterious substances.

ITEM 5. Proportioning

- a) The contractor shall employ, at his own expense, an approved testing laboratory which shall make compression and slump tests and immediately submit reports to the NTA Project Engineer.
 - Compressions and slump tests shall be made for every 50 cu.m. or a fraction thereof, but not less than 1 set of tests shall be made from any one batch of concrete and all 3 tests shall be made from the same batch.
- b) Compression tests: Make 3 standard 150mm x 300mm cylinder and test in accordance with ASTM C31 and C39. Test one (1) cylinder at the age of 28 days and one (1) cylinder at the age of 7 days. Theses cylinders are to be cured in the site in the same manner as to the concrete in the construction is cured or as required by the Project-in-Charge.
- c) Slump tests: For each representative quantity of concrete mentioned above, two slump tests shall be made in accordance with ASTM C143.

ITEM 6. Mixing of Concrete:

The mixing of concrete for each batch, after all solid materials are in the mixing drum, and provided that water in introduced before ¼ of the mixing time has elapsed, thereof of additional concrete. Use bagger mixer only.

ITEM 7. Placing of Concrete:

- a) Do not start the placing of concrete until the forms and the beddings for the whole unit are properly laid and installed, cleaned, inspected and approved.
- b) Roughen and clean construction joints and just before any pouring stars wet and slush with cement mortar.

ITEM 8. Re-tempering:

The contractor shall mix only quantities that are required for immediate use and mixture which has developed set shall not be used. Concrete which has partially hardened shall not be re-tempered nor used.

ITEM 9. Curing and Protection

Protect all concrete work from drying out after removal of forms. Keep concrete wet throughout each day for a period of at least 7 days where normal Portland cement is used and 3 days where high early strength cement is used.

IV. MASONRY-PLASTERING WORKS OF PLANTERS

This item of work shall be the provision of 5" CHB including reinforcements and plastering both sides.

ITEM 1. Concrete Hollow Blocks:

For walls shown in the detailed drawings requiring concrete hollow blocks shall be sound and free from cracks and other defects that would interfere with the proper placing of the unit and impair the strength or permanence of the construction.

Concrete hollow block shall be tested in accordance with the standard method of testing masonry units of the American Society of Testing Materials (ASTM), 350 psi for non-load bearing hollow blocks.

Concrete hollow blocks shall be thoroughly wetted with water and cemented together with mortar. All blocks shall be plumb true line with lever and accurately spaced courses with each course breaking joints with the course below. Horizontal and vertical mortar joints shall be 3/8 in thick with full mortar coverage on the face shell and of the web surrounding the cells to completely fill. All block joints shall be struck flushed to a smooth even surface. Provide reinforcement as shown or specified and completely fill the cell with mortar to completely encase the reinforcement. Mortar shall be Portland Cement Mortar (1:2) well mixed in a clean mechanical or manual mixer with sufficient water to produce the required elasticity.

Vertical and horizontal reinforcement shall be provided. Unless otherwise indicated in the drawings, reinforcement shall consist of 10mm

Spaced at 0.40m on centers for both vertical and horizontal bars, securely anchored to columns or frames.

PLASTERING

This item work includes the delivery and installation of materials labor, tools and equipment needed in plastering.

Mixture shall be 1:2. One part Portland Cement and 2 parts river sand. It shall be true to details and plumbed. Finish surface shall have no visible junction marks where one day's work adjoins the other.

V. PLUMBING WORKS

ITEM 1. Scope:

The work under this section consists of furnishings of all labor, materials, equipment tools and all services necessary for the installation of pipes and fittings for storm drain lines, and fixtures as indicated in the plumbing plans and bid proposal, all in accordance with drawings, specifications and this contract.

ITEM 2. General:

Unless indicated or specified otherwise herein, all materials and workmanship shall conform to the specifications and to the applicable standards, codes, regulations and specification listed herein.

ITEM 3. Work Included:

The work shall include the repair of fittings and installation of new plumbing fixtures at the public toilet at the NTA Branch Office like the water closets, urinals, counter top lavatory, tissue paper holder, soap holder, shower head and valve, bidet, mirrors and towel holder. These fixtures shall be branded and shall be HCG fixtures. The following, each complete and proper operating condition, unless stated in these specifications.

Furnishing and installation of pipes, fittings and fixtures.

ITEM 4. Materials and Workmanship:

Only skilled workmen using proper tools and equipment shall be employed during the entire course of installation work. All workmanship shall be of the best quality and all work shall be done in accordance with the best practices of the trade involved. The same job foreman (preferably master plumber) shall be assigned and maintained at the jobsite during the entire course of the job.

Pipes and Fittings. PVC Orange pipes/fittings or its approved equivalent shall be used for sewerage/drainage system. Conduit shall be sewed square and properly reamed and threaded. All joints shall be screwed tight and butted

in couplings. PPR pipes and fittings shall be used for water supply.

VI. DRAINAGE WORKS

ITEM 1. Scope:

The work under this section consists of furnishings of all labor, materials, equipment tools and all services necessary for the construction for drainage canal and water lines, as indicated in the plumbing plans and bid proposal, all in accordance with drawings, specifications and this contract.

ITEM 2. General:

Unless indicated or specified otherwise herein, all materials and workmanship shall conform to the specifications and to the applicable standards,

codes, regulations and specification listed herein.

ITEM 3. Work Included:

The work shall include the repair of existing catch basin and installation of the following, each complete and proper operating condition, unless stated in these specifications.

ITEM 4. Materials and Workmanship:

Only skilled workmen using proper tools and equipment shall be employed during the entire course of installation work. All workmanship shall be of the best quality and all work shall be done in accordance with the best practices of the trade involved. The same job foreman (preferably master plumber) shall be assigned and maintained at the jobsite during the entire course of the job.

Drainage system shall be tapped to the existing street drainage.

Reinforced Concrete Pipe. Use 15" diameter Reinforce Concrete Pipe (RCP) or its approved equivalent that connects to the existing street drainage and 0.60-meter width and varies in dimension in depth of canal with concrete cover.

VII. DOORS AND WINDOWS

ITEM 1. Score:

The work covered by this section of specification consists in the installation of furnishing of all tools and equipment, materials, labor, etc. and in performing all operations in connection with the installation of doors. ITEM 2. Materials:

Doors and partition of the Manager's Office shall be aluminum powder coated door and fixed window partition with 12mm thick tempered glass and

Complete accessories and the doors at public toilet at the office shall be prefabricated door for the main doors and flush door for the cubicles with 2" x 4" door jamb with complete accessories and refer to plans and verify concerns to the NTA Project Engineer or Project Architect.

VIII. GATE & PERIMETER FENCE

ITEM 1. GATE

This item includes the provision of a new gate of the NTA Tobacco Farmers Training Building and Commercial Complex with 2 ½" diameter GI pipe sched. 40 frame with 1" diameter GI pipe sched. 40 grills spaced at 0.075m on center with complete accessories (hinges and locking mechanism).

ITEM 2. FENCE

This item includes the new fence at the gate of the commercial building. The height of the fence side of the gate shall be the same height of the existing fence at the front.

IX. TILE WORKS

This item of work shall be the provision of $40 \text{cm} \times 40 \text{cm}$ floor Non-skid Floor Tiles and $40 \text{cm} \times 40 \text{cm}$ glazed wall tiles for public toilets.

ITEM 1. Description

The work under this item shall consist of furnishing all required materials,

tools, equipment and labor and performing all operations necessary for the satisfactory completion of all tile works in strict accord with applicable drawings and these specifications.

ITEM 2. Construction Requirements

Quality of Materials. All materials to be incorporated in the tile works shall be of the quality specified under this work. Before incorporation in the work, all materials shall be inspected/accepted by the owner's authorized representative (NTA Cagayan Branch Manager and designer).

Brands and colors shall be verified to the agency and Architect before installation.

The trim/PVC moldings' colors specified by the designer shall be included in all edgings of CR tiles and counter tiles. Provide tile adhesive and grout.

The counter top of the lavatory shall be a granite slab. The brand and color shall be verified to the branch Manager and the project Architect before installation.

X. CEILING WORKS

ITEM 1. Scope:

The work covered by this section of specification consists in the proper preparation and installation, the furnishing of all tools and equipment, materials, labor, etc. and in performing all operations in connection with the installation of the ceiling works which shall be of 4.5mm thk FIBER CEMENT BOARD (HARDIFLEX or Approved Equal) on metal furring.

ITEM 2. Materials:

Ceiling works shall be of 4.5mm Thk FIBER CEMENT BOARD (HARDIFLEX or Approved Equal) on the existing ceiling joist of the public toilet.

XI. PAINTING WORKS

ITEM 1. Scope:

This includes the delivery and application of approved paint, two coats of primer and two coats of top coat. The color of the ceiling shall be color white. Preparation and application of paints shall be based on the instructions of the paint supplier for concrete/wood/metal surfaces.

This includes the delivery and applications of reflected yellow and black markings for the wheel stopper, reflected white for parking markings and white and blue for the 0.60m X 0.60m person with disability (PWD) logo.

Only skilled workmen using proper tools and equipment shall be employed during the entire course of painting work.

XII. COSH COMPLIANCE

This includes the provision of personal protective equipment for manpower assigned for said projects, hardhat, reflectorized vest, rubber shoes or booths and safety belt and construction safety signage's. These will be surrendered to the NTA Cagayan Branch Office after completion of the project.

The PPE of the rest of the manpower employed in this project shall shouldered by the contactor.

It is to be noted that these should be worn by the manpower from the start

of the project up to its completion. Construction safety signage's shall be posted in the conspicuous places of the project site.

XIII. DISPOSAL OF EXCESS MATERIALS

ITEM 1. Any excess materials resulting from the finish grading operations not required or unsuitable for fill or back fill shall be disposed of by the Contractor to any designated location.

Prepared by:

AR. MARK ANTHONY C. ARTATES TWG / Designated Project Architect

Checked by:

ENGR. ABRAHAM C. DELA PENA TWG / Designated Project Architect

Recommending Approval by:

BENEDICTO M. SAVELLANO
Deputy Administrator for Support Services

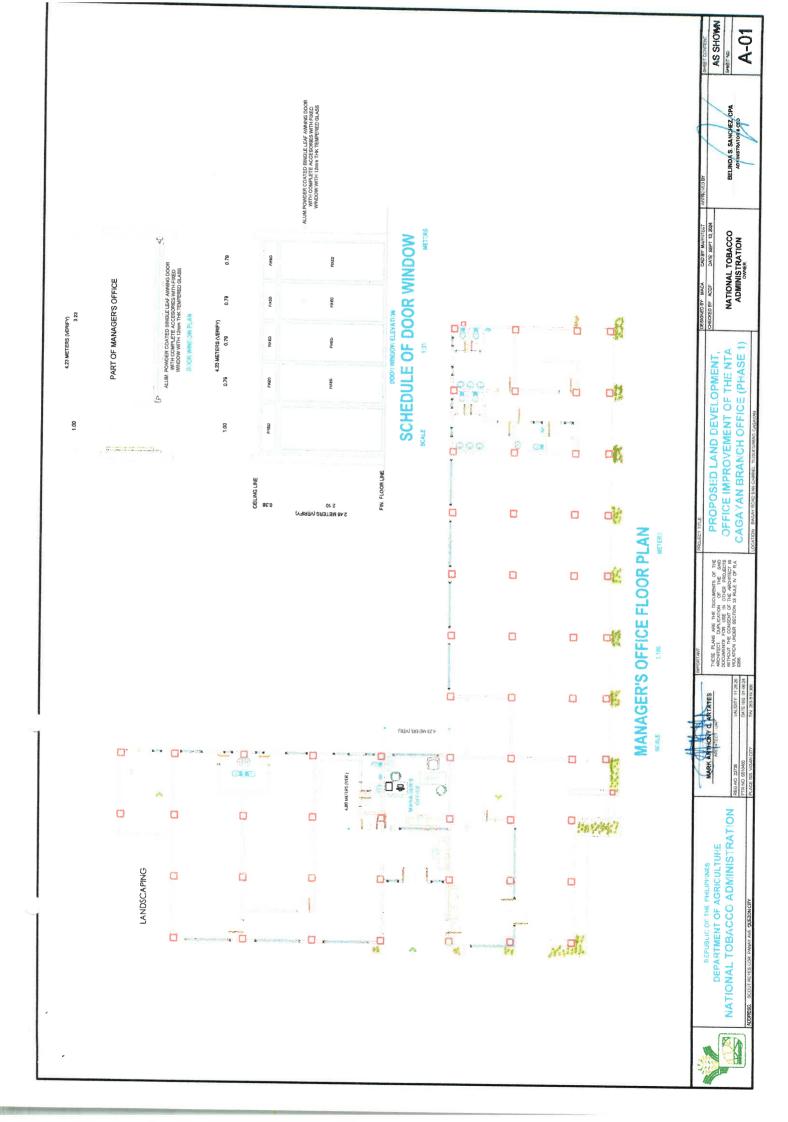
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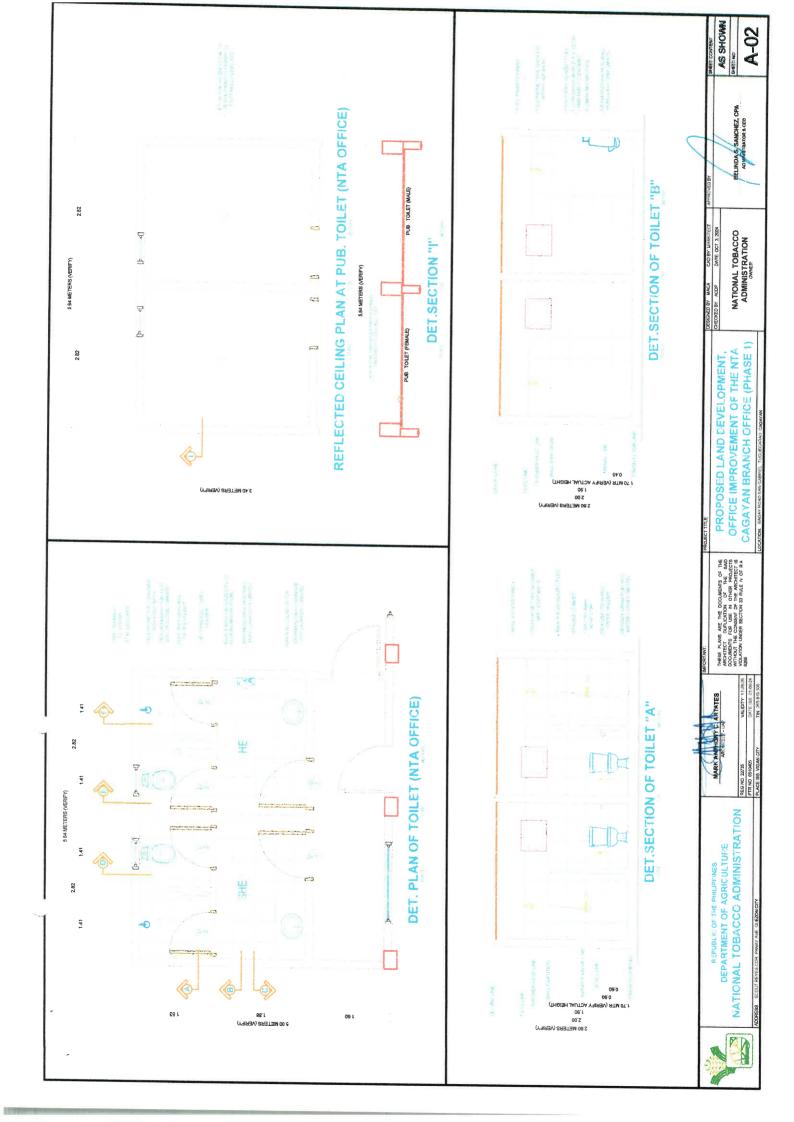
BELINDA S. SANCHEZ, CPA Administrator & CEO

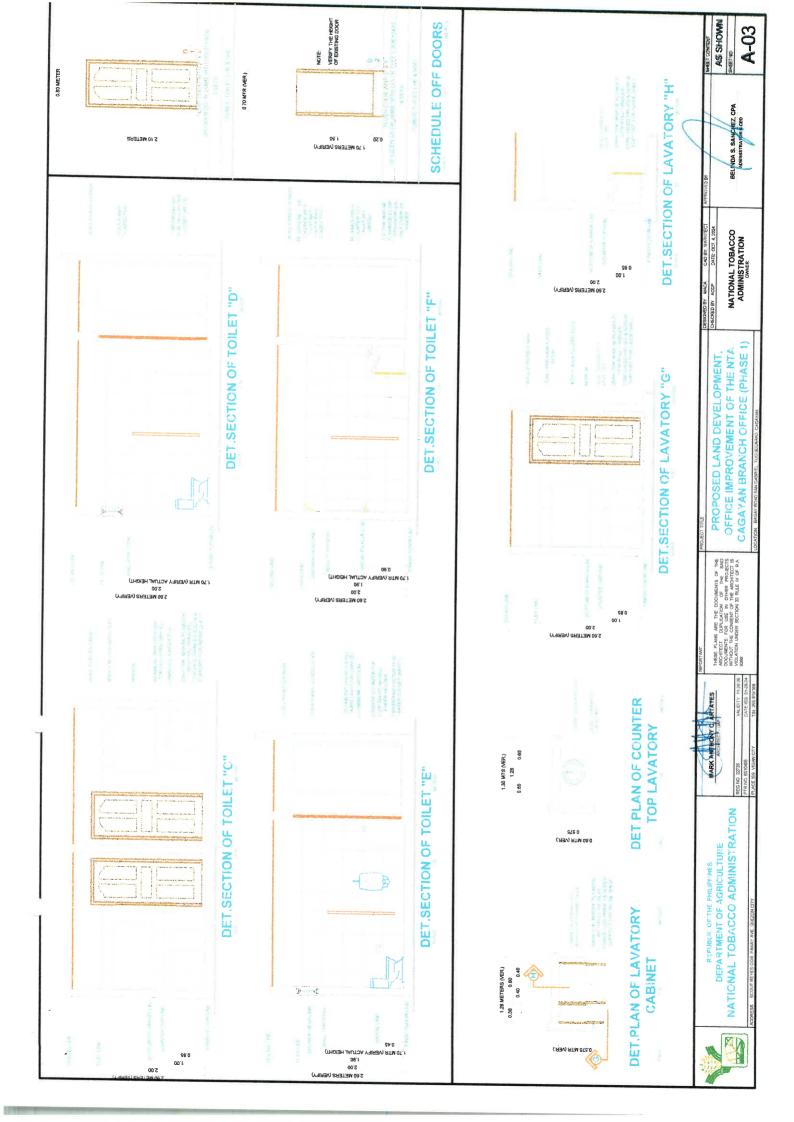
Section VII. Drawings

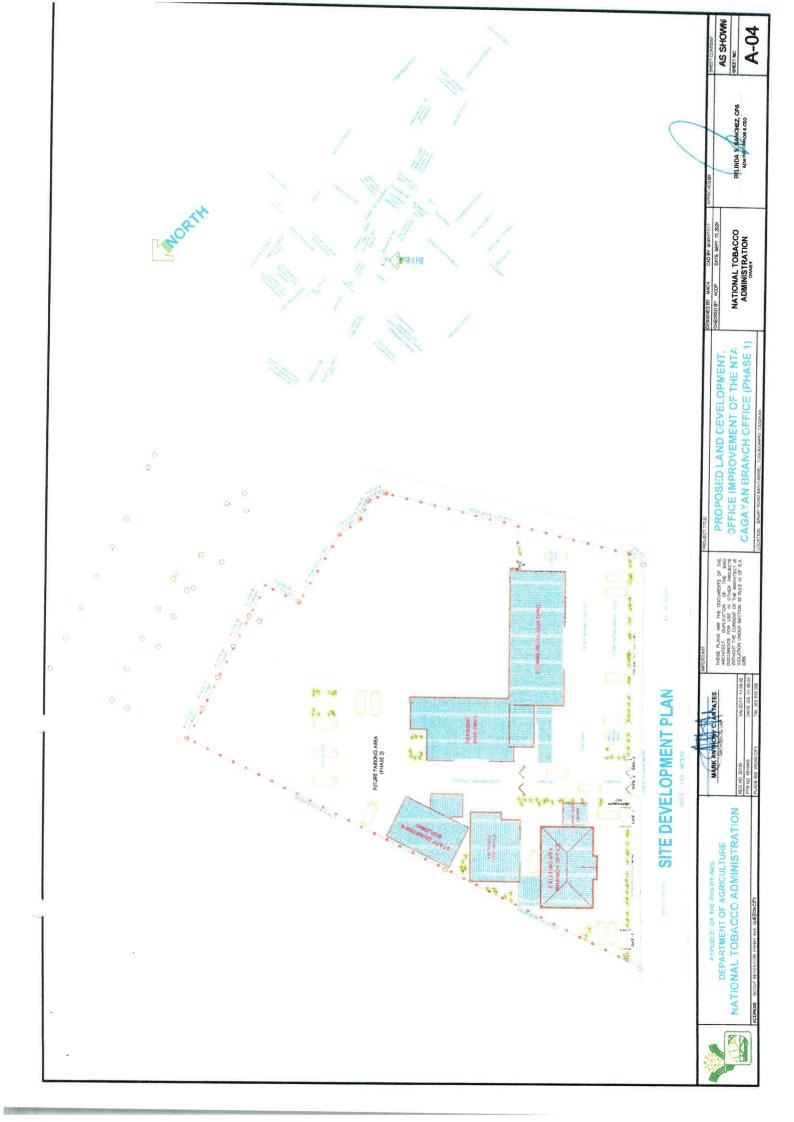
[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

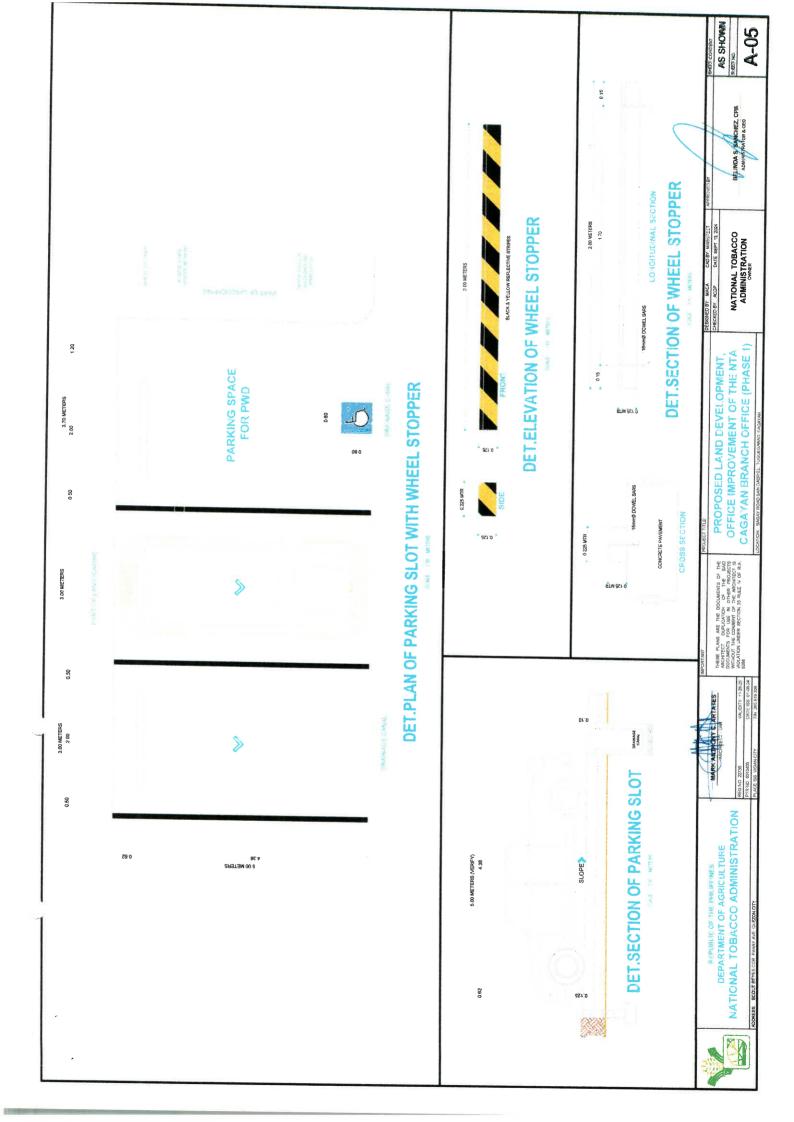
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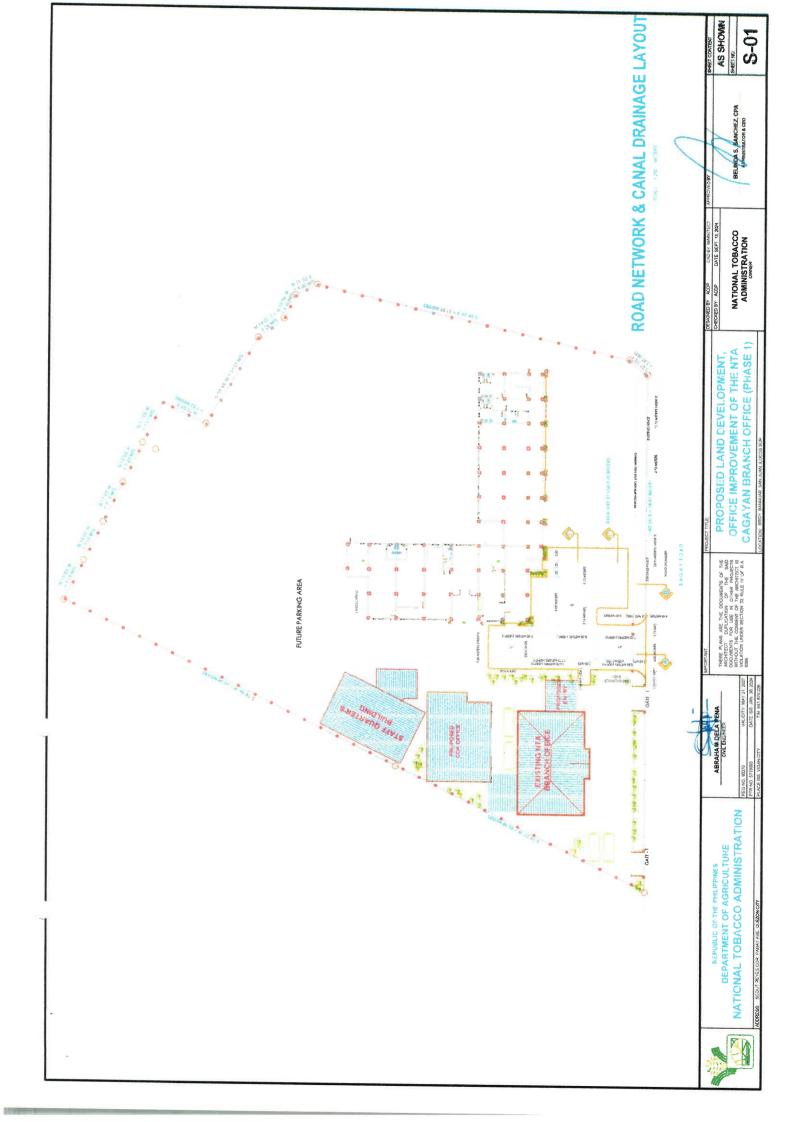


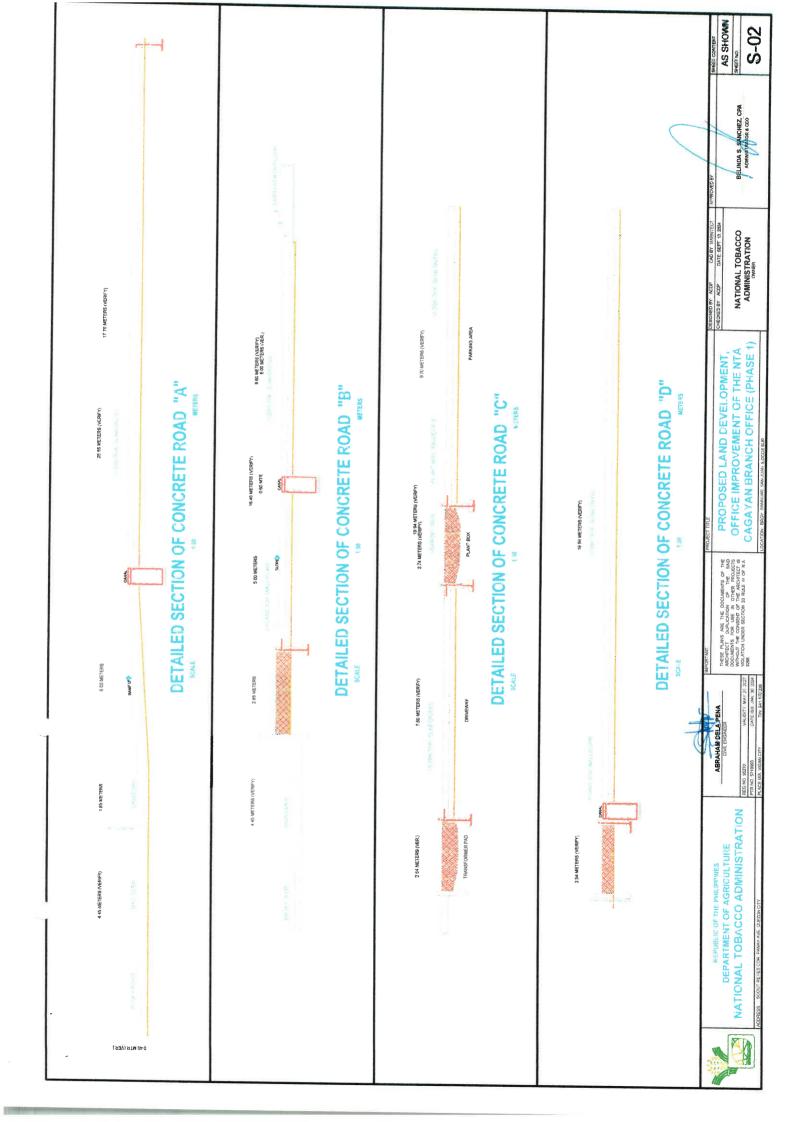


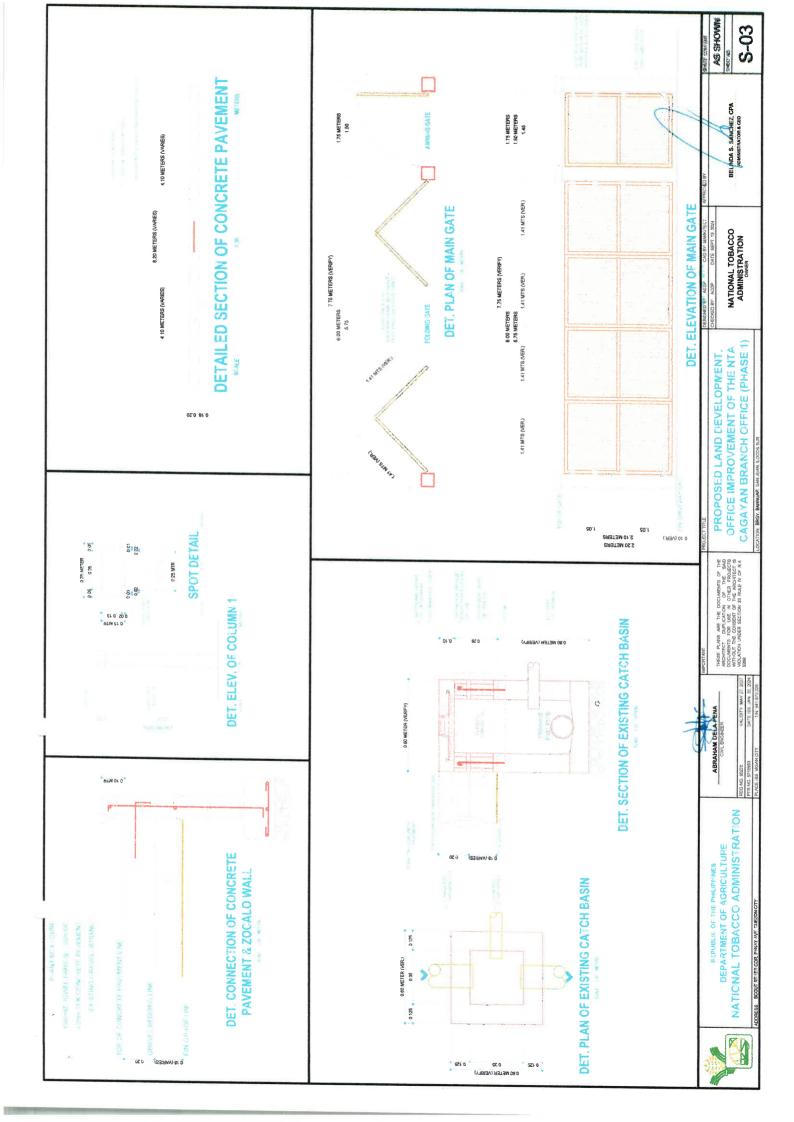


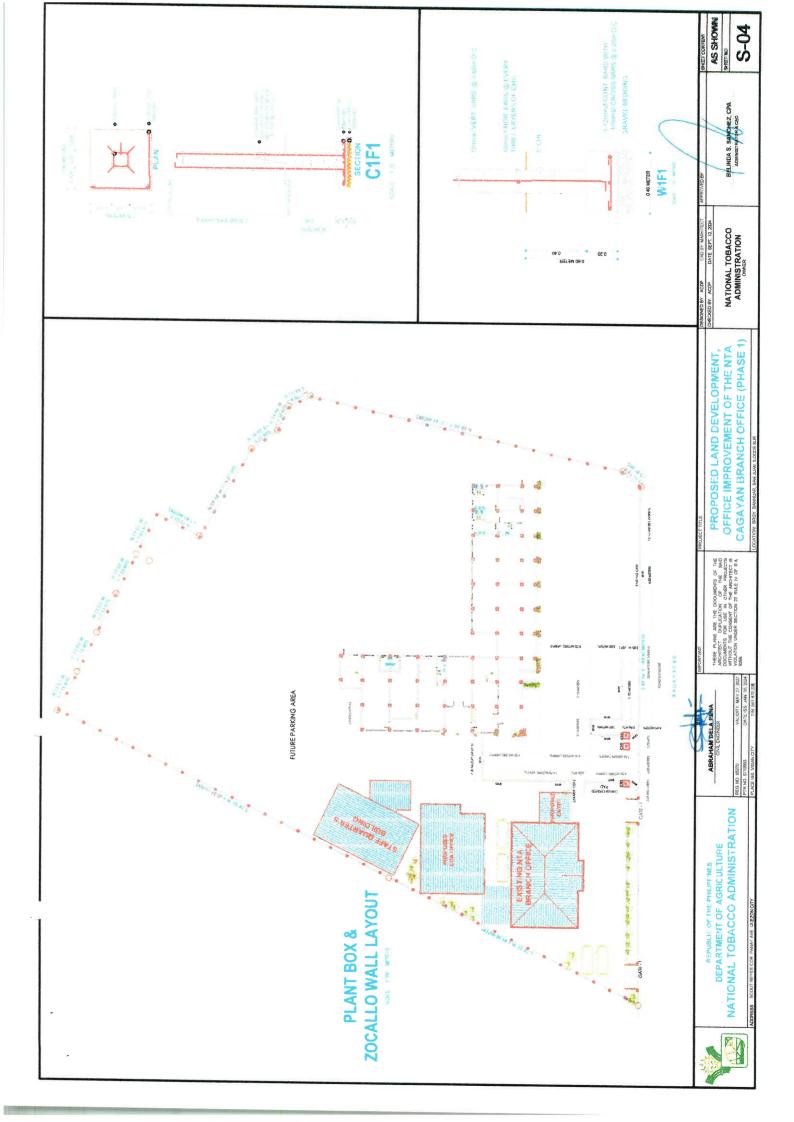


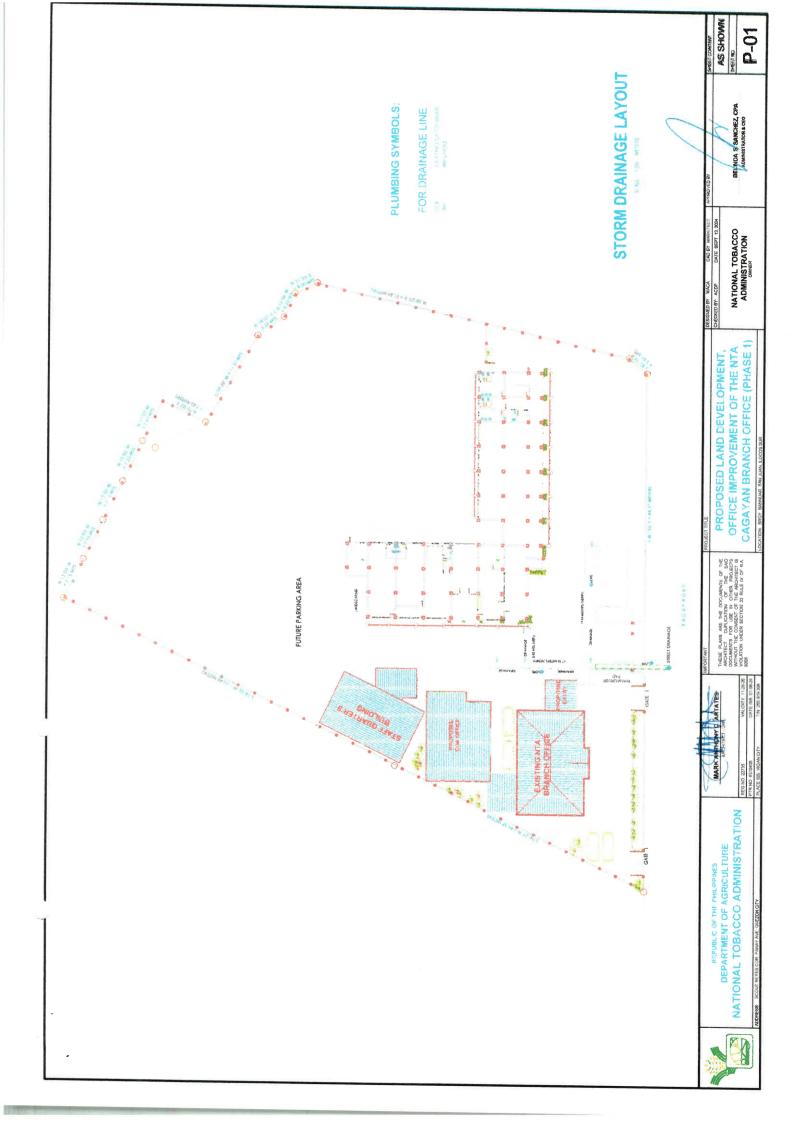


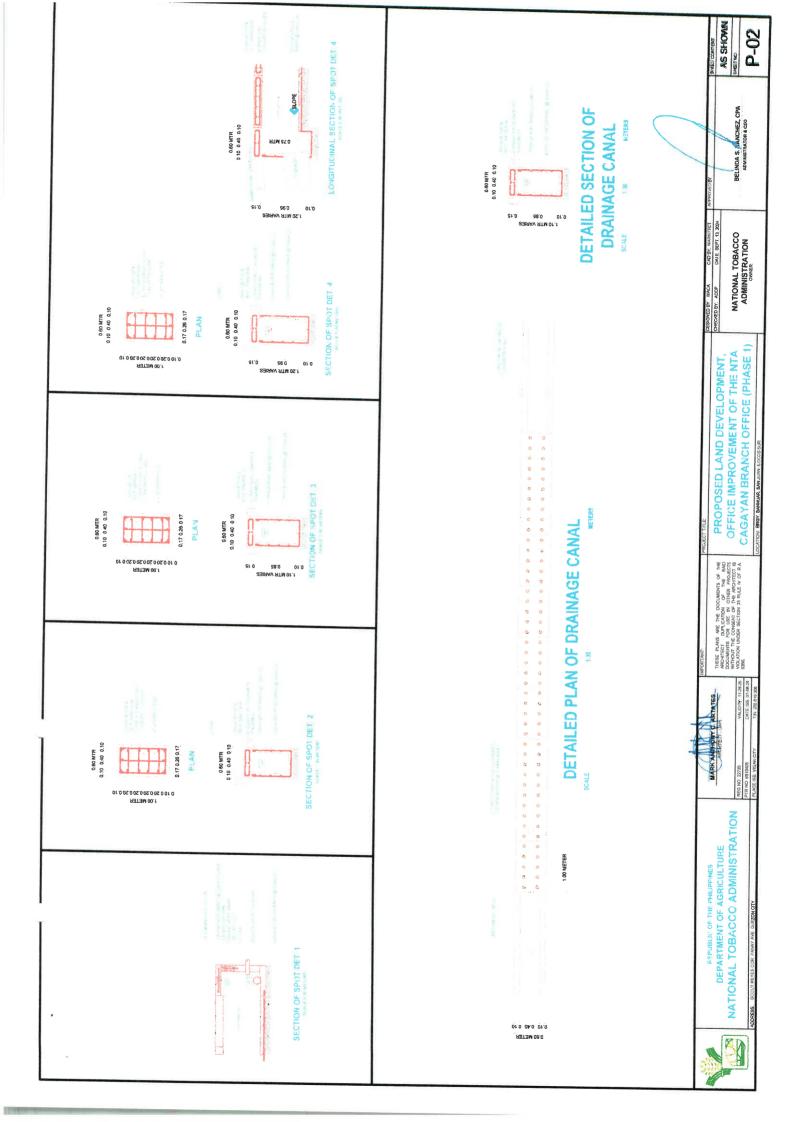


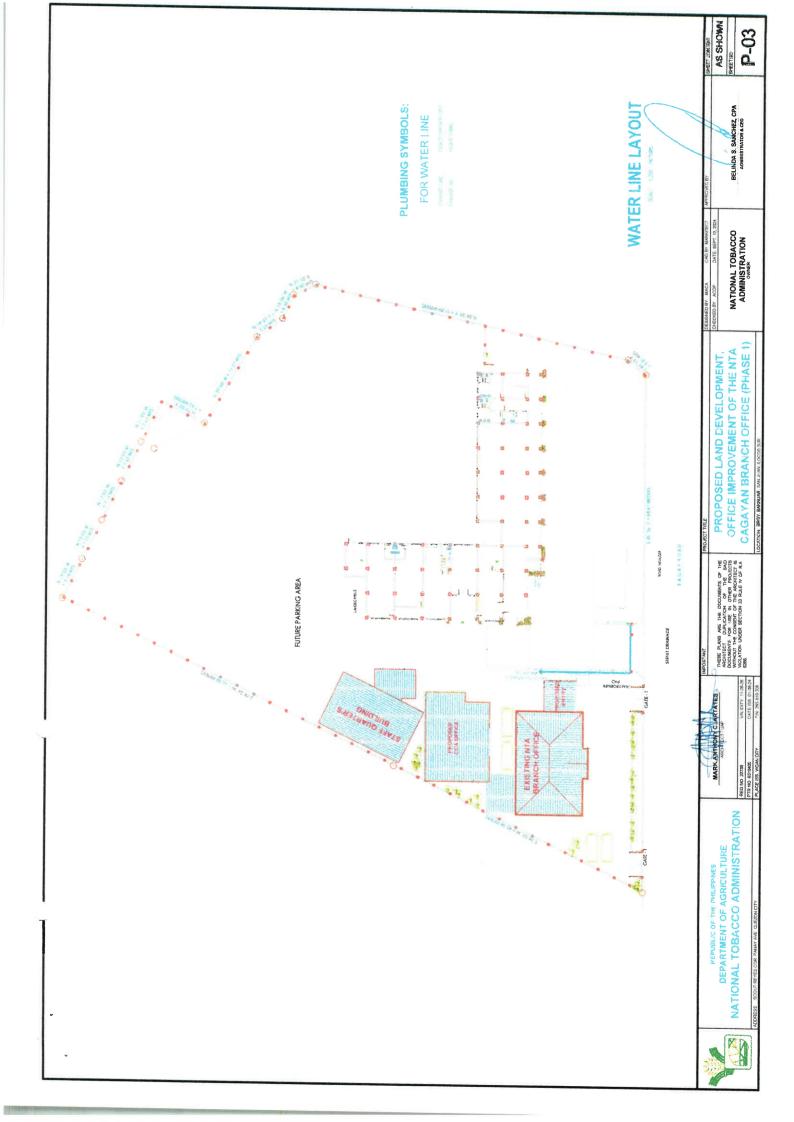












Section VIII. Bill of Quantities

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.

PLEASE SEE ATTACHED FILE:

Program of Work



Republic of the Philippines DEPARTMENT OF AGRICULTURE NATIONAL TOBACCO ADMINISTRATION



Lots 1 & 2 Scout Reyes Corner, Brgy. Paligsahan, Quezon City

PROGRAM OF WORK

Region	: REGION II	Roadbed W	idth	: na	
District	TUGUEGARAO, CAGAYAN	Pavement V	Vidth	: na	
Name of Proje	ect LAND DEVELOPMENT, OFFICE REPAIR & IMPROVEMENT OF THE NTA-	Bridge Widt		: na	
_	CAGAYAN BRANCH OFFICE PHASE 1	Type of Stru		: Multi-purpose Building	
Road Section	ID :	Type of Sup		: Reinforced Concrete	
Section		Type of Sub		: Reinforced Concrete	
Location	: TUGUEGARAO, CAGAYAN	No. of Span		na	
Appropriation		No. of Piers		na	
Source of Fur	nd :	Dimension		na	
Classification		No. of Store	vs	·	
Station Limits		No. of Class		: na	
Net Length			to Complete	80 CD	
Thickness		,,,	ii compioto	- 00 OD	
Width					
Starting Date	: FOLLOWING RA 9184				
ITEM	ITEMS OF WORK	PF	RCENT	EQUIPM	ENT
	TO BE DONE		%	DESCRIPTION	
	OTHER GENERAL REQUIREMENTS	1		Minor Tools	NEEDED
	Project Billboard/ Sign Board			Plate compactor	11
	Occupational Safety and Health			One Bagger Mixe	1
PART II	CIVIL, MECHANICAL, ELECTRICAL, AND SANITARY/PLUMBING WORKS			Road Grader	<u>2</u> 1
PART A	EARTHWORKS			Road Compactor	
803(1)a	Structure Excavation (Common Soil, Manual Excavation)			Loader	1
803(1)b	Structural Escavation Borrow			Bar Cutter	1
804(4)	Gravel Fill				1
PART B	PLAIN AND REINFORCED CONCRETE WORK			Bar Bender	
900(1)c1	Structural Concrete for Column (Class A, 28 days)			Welding Machine	1
900(1)c2	Aggregate Surface Course				
900(1)c3	Structural Concrete for Driveway, Curves & Wheel Stopper, (Class A, 28 days)				
900(1)c4	Structural Concrete for, box culvert cover (Class A, 28 days)				
900(1)c5	Structural Concrete for box culvert (Class A, 28 days)				
900(1)c6	Structural Concrete Reinforced Concrete Pipe				
	Reinforcing Steel (Deformed), Grade 40				
	Formworks and False works				
PART C	FINISHING				
1008(2)a	Aluminum Glass Window				
1008(2)b	Aluminum Glass Door				
1046(2)a2	150mm CHB Non-Load Bearing				
	Unglazed Tiles				
1018(2)	Glazed Tiles				
1002(28)	Cold Waterline				
1002(8)	Plumbing Fixture			- W	
1004(4)	Hardware (Lockset, Hinges)				
	Wooden Doors (with Paint Finish)				
	Carpentry Works				
	Ceiling & Wall Finsh with finish Paint				
	Structural Steel Gate				
PARTF	OTHERS				
	Permits and Clearances				
	Demolition of Old CR Finishing				-
	Mobilzation and Demobilization				
ITEM	DESCRIPTION		ESTIMATED	COST OF PROPOSED W	ORK
NADT:		UNIT	QUANTITY	UNIT COST	TOTAL COST
	OTHER GENERAL REQUIREMENTS			5 5551	TOTAL COST
	Project Billboard/ Sign Board	ea	1.00		
	Occupational Safety and Health	CD	80.00		
PART II	CIVIL, MECHANICAL, ELECTRICAL, AND SANITARY/PLUMBING WORKS				
PART A	EARTHWORKS				
	Structure Excavation (Common Soil, Manual Excavation)				

803(1)b	Embankment from Excavation (Common Soil,) Borrow	II OUM	00.00			
804(4)	Gravel Fill	CU.M	60.88			
PART B	PLAIN AND REINFORCED CONCRETE WORK	m3	6.65			
900(1)c1	Structural Concrete for Column (Class A, 28 days)		5.50			
900(1)c2	Aggregate Surface Course	m3	5.52			
900(1)c3	Structural Concrete for Driveway, Curves & Wheel Stopper, (Class A, 28 days)	m3	71.06			
900(1)c4	Structural Concrete for, box culvert cover (Class A, 28 days)	m3	74.41			
900(1)c5	Structural Concrete for box culvert (Class A, 28 days)	m3	3.33			
900(1)c6	Structural Concrete Reinforced Concrete Pipe	m3	8.51			
902(1)a1	Reinforcing Steel (Deformed), Grade 40	Mtrs	12.00			
903(2)	Formworks and False works	kg	1,603.72			
PART C	FINISHING	m2	59.64			
1008(2)a	Aluminum Glass Window					
1008(2)b	Aluminum Glass Door	sq.m	8.22			
1046(2)a2	150mm CHB Non-Load Bearing	sq.m	2.10			
1018(1)	Unglazed Tiles	m2	41.55			
1018(2)	Glazed Tiles	Sq.m	19.23			
1002(28)	Cold Waterline	Sq.m	33.87			
1002(8)	Plumbing Fixture	L.S	1.00			
1004(4)	Hardware (Lockset, Hinges)	L.S	1.00			
1010(4)	Wooden Doors (with Paint Finish)	L.S	1.00			
1010(1)a	Carpentry Works	Sq.m	7.56			
1010(1)a	Ceiling & Wall Finsh with finish Paint	L.S	1.00			
1047(8)b	Structural Steel Gate	Sq.m	19.23			
PART F	OTHERS	Sq.m	17.05			
1301(1)	Permits and Clearances					
1302(1)	Demolition of Old Structure	i.s	1.00			
1302(1)		l.s	1.00			
1303(1)	Mobilization and Demobilization	l.s	1.00			
1. LABOR	BREAKDOWN OF EXPENDITURES (ESTIMATE)	%				
2. MATERIA		#DIV/0!	A. TOTAL PROJECT (COST		
	ENT EXPENSES	#DIV/0!	(DIRECT / INDIRECT)			
		#DIV/0!	B. ENG'G. & ADMIN.	B. ENG'G. & ADMIN. OH		
	COST (OCM, PROFITS, TAX, VAT)	#DIV/0!	C. SURVEY PREPARA			
	D ROW/SITE ACCURETION					
	ADM. OVERHEAD	#DIV/0!	SOIL TESTING			
	CONTINGENCIES	#DIV/0!	E. CONST. CONTING	ENCIES		
	& DEVELOPMENT		F. GENDER & DEVEL			
	RIGHT OF WAY		G. COST OF RIGHT O			
9. RA 9206			H. RA 9206			
10. YOUTH 8	§ INFRA DEVELOPMENT		I. BUDGET RESERVE			
11. BUDGET			J. YOUTH & INFRA DE			
	TOTAL	#DIV/0!	K. APPROPRIATION			

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Do	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
(b) S	All Documents 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 <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
(e)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
(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) <u>and</u> 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.

<u>Financial Documents</u>

(h)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
(i)	Class "B" Documents 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.
	AL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Bid Form; and
<u>r doc</u> (k) (l)	Original of duly signed Bid Prices in the Bill of Quantities; and Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen
(m)	rentals used in coming up with the Bid; and Cash Flow by Quarter.

PRESCRIBED **FORMS**

- **Statement of All Ongoing Government and Private Contracts** A.
- Statement of Single Largest Completed Contract (SLCC) B.
- **Bid Securing Declaration** C.
- D. **Omnibus Sworn Statement** E.
- **Bid Form (Procurement of Goods)**
- Bid Form (Infrastructure Projects)
- Price Schedule for Goods (within the Philippines) G.
- **Price Schedules (Abroad)**
- **Performance Securing Declaration**

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

Business Address							
Name of the Contract	Date of the Contract	Contract Duration	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
GOVERNMENT Contracts:							
2 .							
PRIVATE Contracts:							
2 - 1							
Total Amount							
*Continue in a separate sheet if necessary	eet if necessary						
Note: State all ongoing and 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. 1. Notice of Award or Contract	icts including contracts act	s awarded but not ye	t started, if any, whether sin	nilar or not similar ı	n nature and complexit,	r to the contract to be b	id.
2. Notice to Proceed issued by the owner (in the absence of Notice to Proceed (NTP), ex circumstances and state the reasons. Attach letter of request as supporting documents).	d by the owner (in the the reasons. Attach le	absence of Notice etter of request as su	to Proceed (NTP), execute an affidavit that the bidder asserted all efforts in requesting the NTP. Indicate the upporting documents).	an affidavit that th	e bidder asserted all e	fforts in requesting the	NTP. Indicate the
Not to be submitted durir	ng the Opening of Bids	s but to be verified, a	Not to be submitted during the Opening of Bids but to be verified, ascertained and validated during post-qualification.	ring post-qualificat	ion.		
Submitted by: Signature	Signature Over Printed Name of Authorized Repr	of Authorized Repr	esentative				
Designation: Date:							

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

	Date of Delivery	
	Kinds of Goods Amount of Contract Date of Delivery	
	Kinds of Goods	
	a. Owner's Name b. Address c. Telephone Nos.	
	Contract Duration	
	Date of the Contract	
Business Name :	Name of the Contract Date of the Contract Contract	

Note: This statement shall be supported with:

1. Certificate of End-users Acceptance or Official Receipt/s or Sales Invoice.

Submitted by:

Signature Over Printed Name of Authorized Representative

Designation: Date:

on:

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - 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/MI INDODALITY 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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;
 - 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,	have	hereunto	set	mv	hand	this		day	of		20	at
		_, Philippines.				,			-	ady	OI	,	20	aı

[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]

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

	BID FORM
	Date:
	Project Identification No.:
To: [name an	d address of Procuring Entity]
acknowledge Goods] in cor or the total ca bid modification this Bid. The the applicable	g examined the Philippine Bidding Documents (PBDs) including the I or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly d, we, the undersigned, offer to [supply/deliver/perform] [description of the afformity with the said PBDs for the sum of [total Bid amount in words and figures] lculated bid price, as evaluated and corrected for computational errors, and other ons in accordance with the Price Schedules attached herewith and made part of total bid price includes the cost of all taxes, such as, but not limited to: [specify taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) vies and duties], which are itemized herein or in the Price Schedules,
If our	Bid is accepted, we undertake:
a.	to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b.	to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
C.	to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
COIIII	this paragraph if Foreign-Assisted Project with the Development Partner: nissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, ct execution if we are awarded the contract, are listed below:
Name and ad of agent Curre	dress Amount and Purpose of ency Commission or gratuity
(if none, state	"None")]
Untilla	formal Cantucat in was a second

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, 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:	

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM	
Date:	
Project Identification No.:	

To: [name and address of Procuring Entity]

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: [insert name of contract];
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: [insert information];
- d. The discounts offered and the methodology for their application are: [insert information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of [insert percentage amount] percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ 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;
- 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].

¹ currently based on GPPB Resolution No. 09-2020

Name:
Legal Capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

 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.

Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder					Proje	Page _	of		
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (Column 5+6+7+ 8)	Total Price delivered Final Destination (Column 9) x (Column 4)

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder				Project ID	No	Page _	of	
	1		T					
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (Specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (Column 4 x 8)
Name:								
Legal Capacity:								
Signature:								
_				and behalf of:				

Performance Securing Declaration (Revised)

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

REPUBLIC OF THE PHILIPPINE	S)
CITY OF) S.S

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat]

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

