



**CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**

**AREA CENTER VI**

# **PHILIPPINE BIDDING DOCUMENTS**

## **REPAIR/REPLACEMENT of PERIMETER FENCE (Phase 2) at ROXAS AIRPORT**

Government of the Republic of the Philippines

**Sixth Edition  
April 22, 2024**

# 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***



**CIVIL AVIATION AUTHORITY OF THE PHILIPPINES  
AREA CENTER VI**

**Invitation To Bid for**

**REPAIR/REPLACEMENT of PERIMETER FENCE (Phase2) at  
ROXAS AIRPORT**

1. The *Civil Aviation Authority of the Philippines-Area Center VI*, through the *CAAP Corporate Operating Budget CY 2024*, intends to apply the sum of **One Million One Hundred Seventy-Seven Thousand Eight Hundred Forty-Three & 48/100 Pesos (₱ 1,177,843.48)** being the Approved Budget for the Contract (ABC) to payments under the contract for **REPAIR/REPLACEMENT of PERIMETER FENCE (Phase 2) at ROXAS AIRPORT, Area6-PB-2024-007**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Civil Aviation Authority of the Philippines-Area Center VI* now invites bids for the above Procurement Project. Completion of the Works is required **Ninety (90) Calendar Days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *Civil Aviation Authority of the Philippines-Area Center VI* and inspect the Bidding Documents at the address given below from **8:00 AM to 5:00 PM, Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **April 22, 2024 from 8:00 am to 5:00 pm until May 15, 2024 @ 10:30 AM** from given address and *and upon payment of the applicable fee for the Bidding Documents and a Letter of Intent, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Six Hundred Pesos (₱ 5,600.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *by the manner if it will be presented in person, by facsimile, or through electronic means*.

6. The ***Civil Aviation Authority of the Philippines-Area Center VI*** will hold a Pre-Bid Conference<sup>1</sup> on ***April 30, 2024 at 10:30 AM at the Conference Room Administration Building, CAAP Iloilo International Airport.***
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before ***May 15, 2024 @ 10:30 AM.*** *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 16.
9. Bid opening shall be on ***May 15, 2024 @ 10:30 AM*** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Civil Aviation Authority of the Philippines-Area Center VI*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

***CHERRY PIE T. ACUÑA***  
*BAC Chairperson*  
*Civil Aviation Authority of the Philippines*  
*Area Center VI*  
*Iloilo International Airport*  
*Cabatuan, Iloilo*  
*bac\_area6@caap.gov.ph*  
*(033)-3211950; (033)-3299500 loc. 3266*

*April 22, 2024*

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***(SGD.) CHERRY PIE T. ACUÑA***  
*BAC Chairperson*  
*Civil Aviation Authority of the*  
*Philippines*  
*Area Center VI*

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

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

## 1. Scope of Bid

The Procuring Entity, *Civil Aviation Authority of the Philippines-Area Center VI* wishes to receive Bids for the **REPAIR/REPLACEMENT of PERIMETER FENCE (Phase 2) at ROXAS AIRPORT**. with identification number **AREA6-PB-2024-007**.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2024** in the amount of **One Million One Hundred Seventy-Seven Thousand Eight Hundred Forty-Three & 48/100 Pesos (₱ 1,177,843.48)**.

2.2. The source of funding is the approved Corporate Operating Budget.

## 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 Procuring Entity has prescribed that Subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for Project *REPAIR/REPLACEMENT of PERIMETER FENCE at ROXAS AIRPORT on April 30, 2024 @ 10:30AM at Admin Conference Room, Admin Building, CAAP Iloilo International Airport* 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 Philippine Pesos.*

#### **15. Bid Security**

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

15.2. The Bid and bid security shall be valid *One Hundred Twenty (120) Calendar Days* after the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### **16. Sealing and Marking of Bids**

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

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

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

#### **17. Deadline for Submission of Bids**

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

#### **18. Opening and Preliminary Examination of Bids**

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



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

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause																
3.0	Site inspection is mandatory. Bidder must comply with the Certificate of Site Inspection as part the Bidding Documents.															
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <ul style="list-style-type: none"> <li>○ <b>Repair and Construction</b></li> </ul>															
7.1	<i>Sub-contracting is not allowed.</i>															
10.3	<i>No additional requirements.</i>															
10.4	The key personnel must meet the required minimum years of experience set below: <table border="1" style="margin-left: 20px; width: 100%;"> <thead> <tr> <th style="text-align: center;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Foreman</td> <td style="text-align: center;">2 years</td> <td style="text-align: center;">2 years</td> </tr> <tr> <td>Welder</td> <td style="text-align: center;">2 years</td> <td style="text-align: center;">2 years</td> </tr> <tr> <td>Mason</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td>Painter</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 year</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Foreman	2 years	2 years	Welder	2 years	2 years	Mason	1 year	1 year	Painter	1 year	1 year
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>														
Foreman	2 years	2 years														
Welder	2 years	2 years														
Mason	1 year	1 year														
Painter	1 year	1 year														
10.5	The minimum major equipment requirements are the following: <table border="1" style="margin-left: 20px; width: 100%;"> <thead> <tr> <th style="text-align: center;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Delivery truck</td> <td style="text-align: center;"><i>Not Available</i></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Demolition Hammer/Concrete Hammer/Jack Hammer</td> <td style="text-align: center;">1025 W</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Welding Machine</td> <td style="text-align: center;">300 A</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Portable Generator</td> <td style="text-align: center;">15kVA</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Delivery truck	<i>Not Available</i>	1	Demolition Hammer/Concrete Hammer/Jack Hammer	1025 W	1	Welding Machine	300 A	1	Portable Generator	15kVA	1
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>														
Delivery truck	<i>Not Available</i>	1														
Demolition Hammer/Concrete Hammer/Jack Hammer	1025 W	1														
Welding Machine	300 A	1														
Portable Generator	15kVA	1														
12	<i>Alternative Bids shall not be accepted</i>															
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>₱ 23,556.87</b> [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>₱ 58,892.18</b> (5%) of ABC if bid security is in Surety Bond.</li> </ul>															
19.2	<i>Partial bids are not allowed.</i>															
19.3	The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.2.6 of the 2016 Revised IRR of RA No. 9184.															
20	<i>No additional requirements.</i>															

21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as:</p> <ul style="list-style-type: none"><li>● Gantt Chart</li><li>● Construction Schedule and S-curve</li><li>● Manpower Schedule</li><li>● Construction Methodology</li><li>● Equipment Utilization Schedule</li><li>● Construction Safety and Health Program approved by the DOLE</li><li>● Other acceptable tools of project scheduling.</li></ul>
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## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

## 2. Sectional Completion of Works

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

## 3. Possession of Site

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

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

## 4. The Contractor's Obligations

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

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

## **5. Performance Security**

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

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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

## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.



- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the SCC from payments due to the Contractor.

## ***Section V. Special Conditions of Contract***

# Special Conditions of Contract

GCC Clause	
2	Please refer to Section VI. Specifications
4.1	The Project shall be completed within <b>Ninety (90)</b> calendar days from receipt of the Notice to Proceed.
6	Site inspection certificate is required.
7.2	The warranty shall cover two (2) years from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <b>Fifteen (15) days</b> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 1% of the ABC or P100, 000.00.
13	Advance payment is <b><i>not allowed.</i></b>
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which "as built" drawings, software, and operating and maintenance manuals are required is fifteen (15) calendar days prior to the completion of the project.
15.2	The amount to be withheld for failing to produce "as built" drawing, software, and/or operating and maintenance manuals by the date required is the same as indicated in the bill of quantities for said item of work.

## *Section VI. Specifications*

<b>REPAIR/REPLACEMENT of PERIMETER FENCE (Phase 2) At ROXAS AIRPORT</b>		
<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
		<b>(Comply / Not Comply)</b>
I.	Mobilization/Demobilization	
II.	Demolition/Excavation Works	
III.	Concrete Works - RC Pedestals and Gate Columns	
IV.	Cyclone Wire on GI Pipe Frames	
V.	Painting/Repainting Works for Perimeter Fence at Runway	
VI.	Laying out of CHB at DVOR Perimeter Fence	
	<b>Scope of works</b>	
	Supply and delivery of materials	
	Excavation of footing, installation/fabrication of forms and batterboards	
	Concreting of footing/column foundation for fence including plastering of column	
	Installation of reinforcement	
	Installation/fabrication/welding of metal/steel works including accessories	
	Painting/repainting of the fence	
	Laying out of CHB at DVOR Perimeter Fence	
	Contractor should submit Method of Working Plans	
	Site Inspection is required	

## SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

DESCRIPTION	QUANTITY	DELIVERY SCHEDULE
Repair/Replacement of Perimeter Fence (Phase 2) at Roxas Airport	One (1) Lot	Completion Schedule <b>Ninety (90) Calendar days</b> upon effectivity of the Notice to Proceed

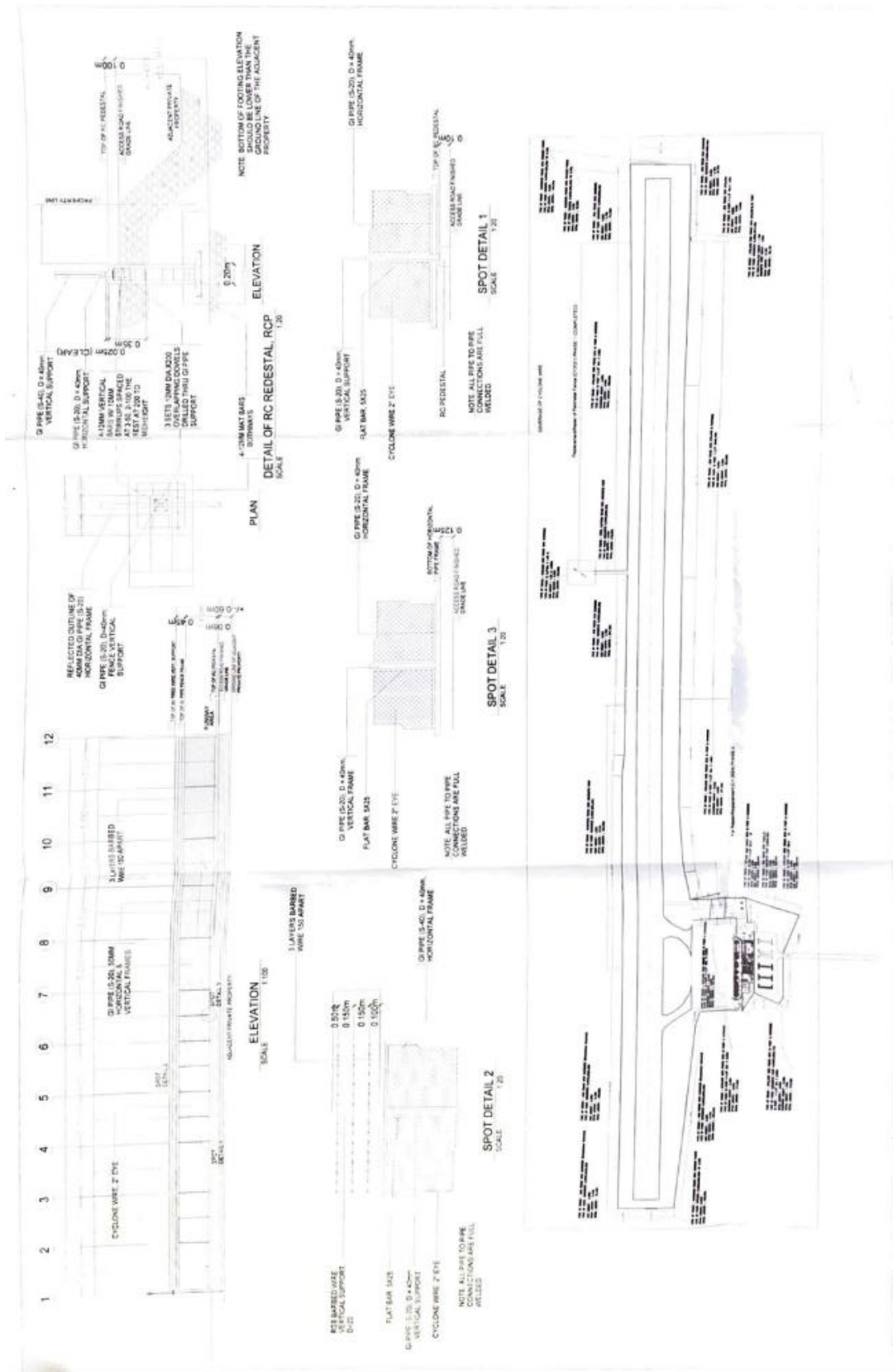
I hereby certify to comply and deliver all the above requirements.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature over Printed Name  
of Representative

\_\_\_\_\_  
Date

# Section VII. Drawings





## *Section VIII. Bill of Quantities*



Republic of the Philippines  
**CIVIL AVIATION AUTHORITY of the PHILIPPINES**

<b>ITEMIZED BILL OF QUANTITIES</b>					
<b>PROJECT :</b>		Repair/Replacement of Perimeter Fence (Phase 2) at Roxas Airport			
<b>LOCATION :</b>		Roxas Airport			
<b>ITEM No.</b>	<b>QTY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
			<b>I. Mobilization/Demobilization</b>		
1.0	1	lot	Equipment Rental Cost		
			<b>II. Demolition/Excavation Works</b>		
2.0	1	lot	Labor Cost		
3.0	1	lot	Equipment Rental Cost		
			<b>III. Concrete Works - RC Pedestals and Gate Columns (98 spans)</b>		
4.0	205	bags	Portland cement		
5.0	10	m <sup>3</sup>	Sand		
6.0	18	m <sup>3</sup>	Gravel		
7.0	196	pcs	12 mm Ø x 6m DRSB		
8.0	196	pcs	10 mm Ø x 6m DRSB		
9.0	43	kgs	Tiewires		
10.0	819	bdft	Formlumber		
11.0	13	pcs	½" x 4' x 8' Ord. Plywood		
12.0	15	kgs	CWN assorted		
13.0	1	lot	Labor Cost		
			<b>IV. Cyclone Wire on GI Pipe Frames (98 spans)</b>		
14.0	245	li.m.	Interlink Wire, 50mmx50mmx5ft high, gauge #12 w/ 2" eye		
15.0	196	pcs	40mmØ G.I. Pipe, Sch. 20		
16.0	294	pcs	4.5mm x 25mm Flat Bar		
17.0	10	rolls	Barbed Wire (100m. Length)		
18.0	4	boxes	Welding Rod		
19.0	20	pcs	Cut off Machine blades		
20.0	1	lot	Labor Cost		
21.0	1	lot	Equipment Rental Cost		
			<b>V. Painting/Repainting Works for Perimeter Fence at Runway</b>		
22.0	15	gal	Galvawash		
23.0	25	gal	Red Oxide		
24.0	25	gal	Silver Aluminum Paint		

25.0	15	gal	Paint Thinner		
26.0	15	pcs	Paint Brush, 1"		
27.0	15	pcs	Paint Brush, 2"		
28.0	1	lot	Labor Cost		
			<b>VI. Laying out of CHB at DVOR Perimeter Fence</b>		
29.0	145	pcs	CHB		
30.0	15	bags	Portland cement		
31.0	2	cu.m.	Sand		
32.0	7	pcs	9 mm Ø x 6m DRSB		
33.0	1	kgs	Tiewires		
34.0	1	lot	Labor Cost		
			<b>Scope of works</b>		
			Supply and delivery of materials		
			Excavation of footing, installation/fabrication of forms and batterboards		
			Concreting of footing/column foundation for fence including plastering of column		
			Installation of reinforcement		
			Installation/fabrication/welding of metal/steel works including accessories		
			Painting/repainting of the fence		
			Laying out of CHB at DVOR Perimeter Fence		
			Contractor should submit Method of Working Plans		
			Site Inspection is required		
<b>DIRECT COST</b>				₱	-

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

# Checklist of Technical and Financial Documents

<b>I. TECHNICAL COMPONENT ENVELOPE</b>	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <b>and</b>
<input type="checkbox"/>	(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; <b>and</b>
<input type="checkbox"/>	(d) Special PCAB License in case of Joint Ventures <b>and</b> registration for the type and cost of the contract to be bid; <b>and</b>
<input type="checkbox"/>	(e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <b>or</b> original copy of Notarized Bid Securing Declaration; <b>and</b>
	(f) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	b. List of contractor’s key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; <b>and</b>
<input type="checkbox"/>	(g) Original duly signed Omnibus Sworn Statement (OSS) <b>and</b> 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>	
<input type="checkbox"/>	(h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).
<i>Class “B” Documents</i>	

<input type="checkbox"/>	(i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence <b><u>or</u></b> 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.
<b>II. FINANCIAL COMPONENT ENVELOPE</b>	
<input type="checkbox"/>	(j) Original of duly signed and accomplished Financial Bid Form; <b><u>and</u></b>
<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	(k) Original of duly signed Bid Prices in the Bill of Quantities; <b><u>and</u></b>
<input type="checkbox"/>	(l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; <b><u>and</u></b>
<input type="checkbox"/>	(m) Cash Flow by Quarter.

**STATEMENT OF ALL ONGOING CONTRACTS**  
*(Including contracts awarded but not yet started, if any)*

<b>NAME OF CLIENT</b>	<b>NAME OF CONTRACT</b>	<b>DATE AND STATUS OF THE CONTRACT</b>	<b>KINDS OF GOODS</b>	<b>AMOUNT OF CONTRACT</b>	<b>VALUE OF OUTSATNDING CONTRACTS</b>	<b>DATE OF DELIVERY</b>

\_\_\_\_\_  
 Name & Signature of Authorized Representative

\_\_\_\_\_  
 Position Title

\_\_\_\_\_  
 Date

**Instructions:**

1. State of all on-going contracts including those awarded but not yet started which may be similar to the project called for biddings as of the day before the deadline of submission of bids.
2. If there is NO on-going contract awarded but not yet started as of the abovementioned period, state NONE of NOT APPLICABLE.
3. The total amount of the on-going but not yet started contracts should be consistent with those used in the Financial Contracting Capacity (NFCC)

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT**

*(within five (5) years from the date of submission and receipt of bids)*

NAME OF CLIENT	NAME OF CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	VALUE OF CONTRACTS	DATE OF COMPLETION	OFFICIAL RECEIPT NO. & DATE OF OR AND END USER'S ACCEPTANCE DATE

CERTIFIED CORRECT:

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Date

**Instructions:**

1. Name of Contract column indicates the Nature/Scope of the Contract for the CAAP Iloilo International Airport to determine the relevance of the entry with the Procurement at hand.
2. Any of the following documents **MUST BE SUBMITTED** corresponding to the listed contracts per submitted Annex II:
  - a. Copy of End-User's Acceptance;
  - b. Official Receipts; or
  - c. Sales Invoice

## Omnibus Sworn Statement

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

### AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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



5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. **Select one, delete the rest:**

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

**BID SECURING DECLARATION FORM**

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

X-----X

**BID SECURING DECLARATION**

**Invitation to Bid:** *[Insert Reference number]*

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

I/We<sup>2</sup>, 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 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 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (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'S AUTHORIZED REPRESENTATIVE]*  
*[Insert Signatory's Legal Capacity]*

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<sup>2</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*Affiant*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

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Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## Bid Form

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Date: \_\_\_\_\_  
Invitation to Bid<sup>3</sup> N<sup>o</sup>: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause **Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>4</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "None")		

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.

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<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>4</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

