



National Development Company

BIDDING DOCUMENTS

FOR THE PUBLIC BIDDING OF THE

PROCUREMENT FOR THE SUPPLY OF LABOR AND MATERIALS FOR THE REMOVAL OF ALUMINUM FRAMES & SCAFFOLDING AT THE EXTERIOR FAÇADE AND WATER PROOFING AT THE ROOF DECK AND 2ND FLOOR DECK OF THE NDC BUILDING

**PROJECT REFERENCE NO:
MR23-01-001 & MR23-01-005**

**APPROVED BUDGET:
₱ 1,227,134.00**

NDC Building, 116 Tordesillas Street
Salcedo Village, Makati City

**Sixth Edition
July 2020**



Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. 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 of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; 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 Goods 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 Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement 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, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications 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 Procurement Project, Project Identification Number, and Procuring Entity, in addition to the 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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid	12
2. Funding Information.....	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	12
5. Eligible Bidders.....	12
6. Origin of Goods	13
7. Subcontracts	14
8. Pre-Bid Conference	14
9. Clarification and Amendment of Bidding Documents	14
10. Documents comprising the Bid: Eligibility and Technical Components	14
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	15
13. Bid and Payment Currencies	15
14. Bid Security	16
15. Sealing and Marking of Bids	16
16. Deadline for Submission of Bids	16
17. Opening and Preliminary Examination of Bids	16
18. Domestic Preference	17
19. Detailed Evaluation and Comparison of Bids	17
20. Post-Qualification	17
21. Signing of the Contract	18
Section III. Bid Data Sheet	19
Section IV. General Conditions of Contract	23
1. Scope of Contract	24
2. Advance Payment and Terms of Payment	24
3. Performance Security	24
4. Inspection and Tests	24
5. Warranty	25
6. Liability of the Supplier	25
Section V. Special Conditions of Contract	26
Section VI. Schedule of Requirements	29
Section VII. Technical Specifications	33
Section VIII. Checklist of Technical and Financial Documents	35

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

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.

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])

CDA - Cooperative Development Authority.

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.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

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.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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.

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.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

National Development Company

INVITATION TO BID FOR Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building

- The National Development Company (NDC), through the Approved Corporate Budget for the year 2023 intends to apply the sum of the following:

Project	Description	Quantity	Delivery Time	Approved Budget for the Contract	Cost of Bidding Documents (Non-Refundable)
1	Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade of the NDC Building	1 lot	45 CD	Php 727,134.00	Php 1,000.00
2	Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building	1 lot	30 CD	Php 500,000.00	Php 1,000.00
	All-in	2 projects		Php 1,227,134.00	Php 5,000.00

being the ABC to payments under the contract for the procurement of Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building, Project Reference No. MR23-01-001 & MR23-01-005. The prospective bidder may bid for one (1), some, or all lots. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

- The NDC now invites bids for the above Procurement Project. Delivery of the Goods is required within the stated delivery time above, from the receipt of Notice to Proceed. Bidders should have completed, within the last five (5) years prior to the date of submission the date of submission and receipt of bids, 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).
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from NDC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the 7th Floor NDC Building, 116 Tordesillas St., Salcedo Village, Makati City from 9:00 am to 4:00 pm on January 21 – February 10, 2023 and from 9:00 am to 12:00 nn on February 13, 2023.
5. A complete set of Bidding Documents may be acquired by interested Bidders following the same schedule for the inspection of Bidding Documents from the stated address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, to the NDC Cashier located at the 7th floor, NDC Building. The method of payment will be cash.

The bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the NDC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. NDC will hold a Pre-Bid Conference¹ on February 3, 2023, 10:00 am at the ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City and/or through video conferencing or webcasting via zoom application which shall be open to prospective bidders.
7. Bids must be duly registered with the BAC Secretariat at the 7th Floor NDC Building, 116 Tordesillas St., Salcedo Village, Makati City, prior to dropping their bids, on or before 1:00 pm on February 13, 2023 (7th Floor NDC Clock). **Late bids shall not be accepted.**
8. Bid opening shall be at 2:00 pm on February 13, 2023 at ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. After the Bid Opening, a detailed evaluation of the financial component of the eligible bid/s shall be conducted to determine the Single or Lowest Calculated Bid (SCB or LCB). Only the bidder with the SCB or LCB shall be notified to submit post-qualification documents within five (5) calendar days from receipt of the notice from the NDC BAC.
9. All particulars relative to the bidding shall be governed by the pertinent provisions and Implementing Rules and Regulations of R. A. 9184.
10. NDC 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.

¹ 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.

11. All prospective bidders shall also submit scanned copy (in usb), in pdf format and password protected all the copies of their submitted documents (Eligibility, Technical and Financial) for file sharing to BAC members online. Submitted scanned copies of the documents must be identical to the submitted hard copies. Discrepancy to the submitted pdf copies and hard copies might lead to disqualification. Password will be disclosed by the bidder during the eligibility check and opening of bids.

12. For further information, please refer to:
Johnierey A. Cueto
Head, BAC Secretariat
National Development Company
7th Floor, NDC Building, 116 Tordesillas St.
Tel. Nos.: (02) 8840-4838 to 47 loc. 232
E-mail Address: **jacueto@ndc.gov.ph**
Fax No.: (02) 8840-4862

13. You may visit the following website:

For downloading of Bidding Documents: <https://www.ndc.gov.ph>

January 21, 2023

(SIGNED)

AGM SATURNINO H. MEJIA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, NDC wishes to receive Bids for the Procurement of Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building, with identification number MR23-01-001 & MR23-01-005.

The Procurement Project (referred to herein as “Project”) is composed of Two (2) projects, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2023 in the amount of One Million Two Hundred Twenty-Seven Thousand One Hundred Thirty-Four Pesos (₱ 1,227,134.00).

2.2. The source of funding is: GOCC and GFIs, the proposed 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 Manuals 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 **IB** 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 verified and accepted the general requirements of this Project, including 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- a. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}$$

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

6. Origin of Goods

7.1. Unless otherwise indicated in the **BDS**, there is no restriction on the origin of GOODS other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 1)27.1.

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 this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the past 5 years prior to the deadline for the submission and receipt of bids.
- 10.3. 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. Similar to the required authentication above, 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.

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 VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. 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. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the 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.
- 13.2. Payment of the contract price shall be made in: Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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**.
- 14.2. The Bid and bid security shall be valid until June 13, 2023 (Tuesday). Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. 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 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.

16. Deadline for Submission of Bids

- 16.1. 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**.

17. Opening and Preliminary Examination of Bids

- 17.1. 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.

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

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** clauses 5, 12, and 13.
- 20.2. 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.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a

finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

20.3 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the Head of Procuring Entity the award of contract to the said Bidder at its submitted price, whichever is lower.

21. Signing of the Contract

21.1. 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**.

21.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

21.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the BDS.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is National Development Company (NDC)
1.2	<p>The name of the Contract is Procurement for the Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building.</p> <p>The identification number of the Contract is Project Reference No. MR23-01-001 & MR23-01-005.</p> <p>The bidding shall be considered as two (2) projects.</p>
2.1	<p>The funding source is:</p> <p>The Corporate Operating Budget for the year 2023 of NDC in the amount of: <u>One Million Two Hundred Twenty-Seven Thousand One Hundred Thirty-Four Pesos (₱ 1,227,134.00).</u></p>
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Erection/Dismantling of Scaffolding and Waterproofing. b. completed within the past five (5) years prior to the deadline for the submission and receipt of bids.
5.5	<p>The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:</p> <p style="text-align: center;">NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p> <p>The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.</p>
7.1	Subcontracting is not allowed.
8	NDC BAC will hold a Pre-Bid Conference on <u>February 3, 2023, 10:00 am</u> at the ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City and/or through video conferencing or webcasting via zoom application which shall be open to prospective bidder.

10.1	<p>Pursuant to GPPB Circular 03-2016 dated October 27, 2016:</p> <p>For 12.1(a)(i) the Bidder shall submit a valid PhilGEPS Certificate of Registration of Membership under Platinum category - (Platinum Membership) in lieu of their Class “A” Documents uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the 2016 Revised IRR of RA 9184.</p> <p>The Bidder shall also submit the Document “Annex A” which forms part of the Certificate of Platinum Membership being submitted.</p>
10.2	<p>Statement of All On-Going Government and Private Contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> <p>Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be equivalent to at least fifty percent (50%) of the ABC.</p> <p>The Bidder shall attach certified true copy of <u>Certificate of Satisfactory Completion</u> or certified true copy <u>Official Receipt(s)</u> issued by the client for the SLCC listed in the Statement of SLCC.</p>
11	<p>The Procuring Entity, Licenses and Permits</p> <p>The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.</p>
11.1	<p>Include detailed computation of bid using format in Section VIII (Checklist of Technical and Financial Documents) for the Supply and Delivery of Various IT Equipment for the National Development Company (NDC).</p> <p>Bidders must also provide a soft copy of the Detailed Financial Bid in Microsoft Excel format showing the formula used in the computation of the costs. USB Flash drive containing the soft copy of the detailed financial bid should be enclosed in the Financial Component Envelope.</p>
12	<p>Bid prices shall be quoted in Philippine Peso.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Twenty-Four Thousand Five Hundred Forty-Two Pesos and 68/100 (₱24,542.68) [2% of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or

	<p>b. The amount of not less than Sixty-One Thousand Three Hundred Fifty-Six Pesos and 70/100 (₱61,356.70) [5% of ABC] if bid security is in Surety Bond, callable upon demand.</p>
14.2	The bid security shall be valid until June 13, 2023 (Tuesday).
15.0	<p>Each bidder shall submit in one envelop the following:</p> <p>a) one (1) Original or Certified True Copy, b) two (2) copies of the first and second components of its bid and c) USB Flash drive containing the PDF copy, password protected, of the Original Documents.</p> <p>The original copy of the documents which cannot be submitted should be stamped and signed as “Certified True Copy of the Original” by the duly authorized representative of the bidder.</p>
19.1	Bid modification is allowed to correct computational errors and omissions.
19.2	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
19.3	The project will be awarded in two (2) projects.
20.2	<p>A. 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.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p>

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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to 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 of RA No. 9184.

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building.</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered at the Project Sites defined in Section VI. Schedule of Requirements. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Eng’r. Jene Israel V. Ong – Administrative Services Officer IV</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p>
2	<p>Terms of Payment are as follows:</p> <p>a. Payments shall be made only upon certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but shall not exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier’s warranty obligations under this Contract as described in GCC Clause 5.</p> <p>b. The Supplier’s request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the provision is GCC Clause 1, and upon fulfillment of the obligations stipulated in this contract.</p> <p>c. The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.</p>

	<p>d. Partial payment is not allowed.</p> <p>e. NDC shall pay the Supplier the rate per service, inclusive of VAT and all applicable taxes and upon submission of a service invoice or statement of account. Payment shall be done on a monthly basis.</p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder 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 of RA No. 9184.</p>
4	<p>No further instructions.</p>

Section VI. 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.

Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade of the NDC Building – Project 1							
ITEM	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL COST	SUBTOTAL	Delivered, Weeks/Months
A	GENERAL REQUIREMENTS						Forty-Five (45) calendar days
A.1	Mobilization / Demobilization	1.00	lot				
A.2	As Built Plan (upon completion for the previous project)	1.00	lot				
A.3	Occupancy Permits	1.00	lot				
	TOTAL FOR GENERAL REQUIREMENTS						
B	EXTERIOR WORKS						
B.1	Site Preparation & Demolition Works						
B.1.1	Site protection, Removal of Aluminum Frames & Accent Wall (scaffolds, nets, temporary enclosures, etc.)	1,560 .00	sq.m				
	TOTAL FOR EXTERIOR WORKS						
	GRAND TOTAL						
	Terms of Payment: Government Terms						
	OTHER TERMS						
a.	Removal works shall be undertaken on weekdays from 8:00 am – 6:00 pm. However, noisy works are allowed only during weekends, from 8:00 am – 6:00 pm.						

b.	The contractor shall provide all the safety measures, install board-ups and signages, required while installation works are ongoing.						
c.	The contractor shall be responsible to restore any damage/s to NDC or any other properties incurred during work.						
d.	The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works.						
e.	The contractor shall conduct a site inspection and monitoring in coordination with the NDC Admin. Group.						

I hereby agree to comply and deliver, within the period specified, all the above requirements upon receipt of Notice to Proceed from the NDC.

Name of Company/Bidder

Signature over Printed Name of Bidder

Date

Supply of Labor and Materials for the Waterproofing at the Roofdeck and 2nd Floor Deck of the NDC Building – Project 2							
ITEM	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL COST	SUBTOTAL	Delivered, Weeks/Months
A	GENERAL REQUIREMENTS						Thirty (30) calendar days
A.1	Mobilization / Demobilization	1.00	lot				
	TOTAL FOR GENERAL REQUIREMENTS						
B	WATERPROOFING						
B.1	2ND FLOOR DECK						
B.1.1	Surface preparation, dismantling of existing waterproofing.	183.00	sq.m				
B.1.2	Waterplugging	217.40	lm				
B.1.3	Installation of Bituminous waterproofing membrane - at least 3mm thk	225.00	sq.m				
B.2	ROOFDECK						
B.2.1	Surface preparation, dismantling of existing waterproofing.	230.50	sq.m				
B.2.3	Installation of Bituminous waterproofing membrane - at least 3mm thk	311.00	sq.m				
B.3	LOWER PART OF EXTERIOR WALL FACING OPEN PARKING						
B.3.1	Waterproofing in preparation for construction of beside building	204.00	sq.m				
	TOTAL FOR WATERPROOFING						
	GRAND TOTAL						
	Terms of Payment: Government Terms						

	Warranty: Five (5) years of warranty against defects and poor workmanship.						
	OTHER TERMS						
a.	Waterproofing works shall be undertaken on weekdays from 8:00 am – 6:00 pm. However, noisy works are allowed only during weekends, from 8:00 am – 6:00 pm.						
b.	The contractor shall provide all the safety measures, install board-ups and signages, required while installation works are ongoing.						
c.	The contractor shall be responsible to restore any damage/s to NDC or any other properties incurred during work.						
d.	The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works.						
e.	The contractor shall conduct a site inspection and monitoring in coordination with the NDC Admin. Group.						

I hereby agree to comply and deliver, within the period specified, all the above requirements upon receipt of Notice to Proceed from the NDC.

Name of Company/Bidder

Signature over Printed Name of Bidder

Date

Section VII. Technical Specifications

Technical Specifications

Item	Statement of Compliance
	<p><i>Bidder must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</i></p>
	<p>Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade of the NDC Building – Project 1</p>
A	GENERAL REQUIREMENTS
A.1	Mobilization / Demobilization – 1 lot
A.2	As Built Plan (upon completion for the previous project) – 1 lot
A.3	Occupancy Permits – 1 lot
	TOTAL FOR GENERAL REQUIREMENTS
B.	EXTERIOR WORKS

B.1	Site Preparation & Demolition Works	
B.1.1	Site protection, Removal of Aluminum Frames & Accent Wall (scaffolds, nets, temporary enclosures, etc.) – 1,560.00 sq.m	
	TOTAL FOR EXTERIOR WORKS	
	GRAND TOTAL	
	Terms of Payment: Government Terms	
	OTHER TERMS	
	Removal works shall be undertaken on weekdays from 8:00 am – 6:00 pm. However, noisy works are allowed only during weekends, from 8:00 am – 6:00 pm.	
	The contractor shall provide all the safety measures, install board-ups and signages, required while installation works are ongoing.	
	The contractor shall be responsible to restore any damage/s to NDC or any other properties incurred during work.	
	The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works.	
	The contractor shall conduct a site inspection and monitoring in coordination with the NDC Admin. Group.	

Note: The Bidder shall not only state its Statements of “Comply” or “Not Comply”, but also provide corresponding supporting evidence in the following items:

Item	Statement of Compliance	
	<p><i>Bidder must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</i></p>	
	<p>Supply of Labor and Materials for the Waterproofing at the Roofdeck and 2nd Floor Deck of the NDC Building – Project 2</p>	
A	GENERAL REQUIREMENTS	
A.1	Mobilization / Demobilization – 1 lot	
	<p>TOTAL FOR GENERAL REQUIREMENTS</p>	
B	WATERPROOFING	
B.1	2ND FLOOR DECK	
B.1.1	Surface preparation, dismantling of existing waterproofing. – 1 lot	
B.1.2	Waterplugging – 217.4 lm	

B.1.3	Installation of Bituminous waterproofing membrane - atleast 3mm thk – 183.00 sq.m	
B.2	ROOFDECK	
B.2.1	Surface preparation, dismantling of existing waterproofing. – 230.50 lm	
B.2.3	Installation of Bituminous waterproofing membrane - atleast 3mm thk – 311.00 sq.m	
B.3	LOWER PART OF EXTERIOR WALL FACING OPEN PARKING	
B.3.1	Waterproofing in preparation for construction of beside building – 204 sq.m	
	TOTAL FOR WATERPROOFING	
	GRAND TOTAL	
	Terms of Payment:	
	Government Terms	
	Warranty:	
	Five (5) years of warranty against defects and poor workmanship.	
	OTHER TERMS	
a.	Waterproofing works shall be undertaken on weekdays from 8:00 am – 6:00 pm. However, noisy works are allowed only during weekends, from 8:00 am – 6:00 pm.	
b.	The contractor shall provide all the safety measures, install board-ups and signages, required while installation works are ongoing.	
c.	The contractor shall be responsible to restore any damage/s to NDC or any other properties incurred during work.	
d.	The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works.	
e.	The contractor shall conduct a site inspection and monitoring in coordination with the NDC Admin. Group.	

Note: The Bidder shall not only state its Statements of “Comply” or “Not Comply”, but also provide corresponding supporting evidence in the following items:

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) 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**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) 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.

Other documentary requirements under RA No. 9184 (as applicable)

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (p) Original of duly signed and accomplished Financial Bid Form; **and**
- (q) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (r) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (s) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

III. USB COPY IN PDF FORMAT AND PASSWORD PROTECTED OF ALL THE DOCUMENTS SUBMITTED ENCLOSED INSIDE ENVELOPE

This checklist serves only as a guide to the bidders. It is still the responsibility of each bidder to make sure it complies with the requirements.

Bidding Forms

TABLE OF CONTENTS

Bid Form	43
Detailed Financial Bid for the Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building.	45
CONTRACT FOR Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building.....	49
Contract Agreement Form for the Procurement of Goods.....	56
Omnibus Sworn Statement	58
Bank Guarantee Form for Advance Payment	61
BID-SECURING DECLARATION	62
PERFORMANCE SECURING DECLARATION	64
Statement of All 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	66
Statement of Single Largest Completed Contract (SLCC).....	67

Bid Form

Date: _____
Invitation to Bid1 N°: _____

The Chairperson
Bids and Awards Committee
National Development Company

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *perform the* Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building, *Project Reference No.: MR23-01-001 & MR23-01-005* 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 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 as per **ITB** Clause 5 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].*

1 If ADB, JICA and WB funded projects, use IFB.

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 _____.

Detailed Financial Bid for the Procurement of Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building

	Description	Quantity	Price per Unit	Amount
	Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade of the NDC Building – Project 1			
A	GENERAL REQUIREMENTS			
A.1	Mobilization / Demobilization – 1 lot			
A.2	As Built Plan (upon completion for the previous project) – 1 lot			
A.3	Occupancy Permits – 1 lot			
	TOTAL FOR GENERAL REQUIREMENTS			
B.	EXTERIOR WORKS			
B.1	Site Preparation & Demolition Works			
B.1.1	Site protection, Removal of Aluminum Frames & Accent Wall (scaffolds, nets, temporary enclosures, etc.) – 1,560.00 sq.m			
	TOTAL FOR EXTERIOR WORKS			
	GRAND TOTAL			
	Terms of Payment: Government Terms			
	Delivery: Forty-Five (45) calendar days			

Note: Specifying a zero (0) or a dash (-) in the financial bid would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for (ITB 28.3a).

TOTAL: PESOS _____ **(P** _____ **)**
(AMOUNT IN WORDS)

Submitted by:

(Company Name)

(Name and Signature of Bidder/Authorized Representative)

(Designation)

Date

	Description	Quantity	Price per Unit	Amount
	Supply of Labor and Materials for the Waterproofing at the Roofdeck and 2nd Floor Deck of the NDC Building – Project 2			
A	GENERAL REQUIREMENTS			
A.1	Mobilization / Demobilization – 1 lot			
	TOTAL FOR GENERAL REQUIREMENTS			
B	WATERPROOFING			
B.1	2ND FLOOR DECK			
B.1.1	Surface preparation, dismantling of existing waterproofing. – 1 lot			
B.1.2	Waterplugging – 217.4 lm			
B.1.3	Installation of Bituminous waterproofing membrane - atleast 3mm thk – 183.00 sq.m			
B.2	ROOFDECK			
B.2.1	Surface preparation, dismantling of existing waterproofing. – 230.50 lm			
B.2.3	Installation of Bituminous waterproofing membrane - atleast 3mm thk – 311.00 sq.m			
B.3	LOWER PART OF EXTERIOR WALL FACING OPEN PARKING			
B.3.1	Waterproofing in preparation for construction of beside building – 204 sq.m			
	TOTAL FOR WATERPROOFING			
	GRAND TOTAL			
	Terms of Payment: Government Terms			
	Warranty:			

	Five (5) years of warranty against defects and poor workmanship.			
	Delivery: Thirty (30) calendar days			

Note: Specifying a zero (0) or a dash (-) in the financial bid would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for (ITB 28.3a).

TOTAL: PESOS _____ **(P._____)**
(AMOUNT IN WORDS)

Submitted by:

 (Company Name)

 (Name and Signature of Bidder/Authorized Representative)

 (Designation)

 Date

**CONTRACT FOR THE SUPPLY OF LABOR AND MATERIALS FOR
THE REMOVAL OF ALUMINUM FRAMES & SCAFFOLDING AT
THE EXTERIOR FAÇADE AND WATERPROOFING AT THE
ROOFDECK AND 2ND FLOOR DECK OF THE NDC BUILDING**

SO THE PUBLIC MAY KNOW:

This Contract for the Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building made and entered into at Makati City, Philippines, this _____ day of _____ 2023, by and between:

NATIONAL DEVELOPMENT COMPANY (NDC), a government owned and controlled corporation, existing pursuant to Presidential Decree No. 1648, as amended, with principal office at NDC Building, 116 Tordesillas St., Salcedo Village, Makati City, represented herein by its General Manager, ANTONILO DC. MAURICIO referred to as “NDC”

- and -

_____, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at _____ duly represented herein by its _____, hereinafter referred to as the “CONTRACTOR”.

Both together hereunder called the “PARTIES”.

ANTECEDENTS:

NDC needs to procure the services of a contractor for the Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building.

On _____ to _____, 2023, NDC posted an Invitation to Bid (ITB) for Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building Project Reference No. MR23-01-001 & MR23-01-005, in the Philippine Government Electronic Procurement System (PhilGEPS), NDC website, and on conspicuous places at the premises of the NDC Building, in compliance with the Government Procurement Act, R.A. 9184.

In response to the said advertisements, _____ number of bidders submitted their bids, among them is the CONTRACTOR.

After due evaluation of the bids submitted by the participating bidders, ____ bidders meet the eligibility requirements and passed the preliminary examination of bids held on _____.

After due evaluation and post qualification by the Technical Working Group of the Bids and Awards Committee (BAC), the CONTRACTOR was found to have submitted a complying and responsive bid, thus NDC accepted the CONTRACTOR's bid of _____ (₱ _____), inclusive of VAT, for the Supply and Delivery of Various IT Equipment for the National Development Company (NDC).

The following documents are attached and made integral parts of this Contract, to wit:

- (a) the Bid Form and the Detailed Financial Bid submitted by the Bidder (Annex "A");
- (b) the Schedule of Requirements submitted by the Bidder (Annex "B");
- (c) the Technical Specifications submitted by the Bidder (Annex "C");
- (d) the General Conditions of the Contract (Annex "D");
- (e) the Special Conditions of the Contract (Annex "E");
- (f) the Notice of Award with conforme of the Bidder (Annex "F");

ACCORDINGLY, for and in consideration of the foregoing premises and the provisions of the abovementioned documents, Annex "A" to "F," hereof, the parties hereby agree as follows:

ARTICLE I **Consideration**

NDC shall pay the CONTRACTOR the total amount of _____ (₱ _____), inclusive of VAT and other applicable taxes as full payment for the Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building.

ARTICLE II **Term of Contract**

This contract shall be effective for a period of Forty-Five (45) calendar days for project 1 and Thirty (30) calendar days for project 2, respectively commencing on the period specified in the Notice to Proceed or until the contractor has completed the scope of work as defined in Article III hereof, unless sooner terminated in accordance with the provisions herein stipulated or other causes provided for by applicable laws. Failure by the contractor to complete the scope of work within the period specified shall warrant the imposition of a penalty of 1/10th of 1% of the consideration specified in Article I hereof for every day of delay until fully completed.

ARTICLE III
Scope of Work

The Project for the Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building to be supplied by the Contractor shall be as specified in the Schedule of Requirements and Technical Specifications of the Bidding Documents hereto attached as Annexes “B” and “C.”

ARTICLE IV
Termination

NDC may terminate this CONTRACT at any time before its expiration as provided for in Article II under any or all of the following circumstances, to wit:

Violation by the CONTRACTOR of any of the provisions of this CONTRACT;

Fraud, falsification or misrepresentation in any of the documents submitted by the CONTRACTOR for the eligibility check and evaluation;

Fraud, falsification or misrepresentation in the Billings/Statements of Account which the CONTRACTOR submits to NDC.

ARTICLE V
Special Provisions

1. No employer-employee relationship shall exist between NDC and the CONTRACTOR’S personnel. The NDC shall be free from any claims by the CONTRACTOR’S personnel as regards their employment, the same being the responsibility of the CONTRACTOR as employer. In case of suit where NDC is impleaded as indirect employer, the CONTRACTOR shall defend and protect NDC’s interest. Any legal fees and expenses that may be incurred by NDC as a consequence of such claims shall be for the account of the CONTRACTOR.
2. No adjustment in the contract price shall be allowed during the term of this CONTRACT except in cases where the cost of the awarded CONTRACT is affected by applicable new law, ordinance, regulation or other act a Government promulgated after the bidding. In which case, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis to the CONTRACTOR pursuant to Sec. 61 of the Implementing Rules and Regulations of RA 9184.
3. The parties shall promptly discuss and strive for an amicable resolution of any issue or dispute that may arise from the Contract.

All actions and controversies that may arise between the parties from the Contract including but not limited to demands for specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained

herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled in accordance with the applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

Whenever necessary to promote Arbitration or to seek judicial relief, NDC and the CONTRACTOR agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court in Makati City, to the exclusion of to the courts of equal jurisdiction.

In the event that NDC is compelled to commence arbitration or to seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the Contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the costs of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.

4. The CONTRACTOR shall be liable for the following:
 - a. Any and all damages, losses, liabilities, obligation and claims, monetary or otherwise, that may result, arise and accrue from the performance of the Contracted Services or any violation by the CONTRACTOR of its warranties, guarantees and undertakings and the terms and condition of this CONTRACT;
 - b. Any and all damages, losses, liabilities, obligations and claims, monetary or otherwise, for any accident or loss of life or injury to third persons or their property arising from, on the occasion of, or in connection with the performance by the CONTRACTOR of any of its obligation under this Contract due to the act, omission, fault or negligence of the CONTRACTOR or any of its personnel.

The CONTRACTOR shall hold NDC free and harmless from any liability for the foregoing damages, losses, obligation and claims by third person; provided, that if NDC shall be sued and be held liable therefor, the CONTRACTOR shall defend NDC before any agency, office, tribunal or court, and shall assume such liability principally and directly for the benefit of NDC. If for any reason, NDC is made to pay such damages, losses, obligations and claims to third person, the CONTRACTOR shall reimburse NDC of any and all payments that it may make, as well as expenses and costs, including but not limited to litigation expenses and legal fees, that may be incurred by NDC in connection therewith. NDC may, at its sole option, and without prejudice to other remedies, deduct all such payments from any amount that may be due to the CONTRACTOR hereunder until they shall have paid in full.

5. Should any of the terms and conditions or any part or clause of this CONTRACT be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this CONTRACT, which shall continue to be in full force effect.
6. As required under Executive Order (EO) 398, CONTRACTOR shall submit income and business tax returns duly stamped received by the Bureau of Internal Revenue (BIR), before entering and during the duration of this CONTRACT. The CONTRACTOR, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. The CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle NDC to suspend or terminate this Contract.
7. The PARTIES herein shall abide by the restrictions and requirements of R.A. No. 10173 or the Data Privacy Act of 2012 and any other applicable laws, rules or regulations on acquiring and/or processing any information that may be required in the course of, or as a result of, this contract.

In the event that a Party encounters a breach of personal or sensitive personal information which it acquired due to this contract, said Party shall immediately notify the other Party of the same. The CONTRACTOR and NDC reserve their rights to apply security measures to minimize the impact of the breach and report the same to the National Privacy Commission (NPC) for appropriate action.

ARTICLE VI

Confidentiality of Information

The CONTRACTOR covenants that it or any of the officers/personnel shall not, during the duration of this CONTRACT or at any time thereafter, disclose nor furnish to any person, firm or corporation any information relating to the NDC, its officers/personnel, that may be acquired/possessed in the course of the performance of services to NDC, or in the course of their stay within their places of assignment, or as an incident of this CONTRACT.

The CONTRACTOR shall ensure that the officers/personnel will comply with this obligation.

ARTICLE VII

Non-Waiver of Rights

The failure of NDC to insist upon the strict compliance by the CONTRACTOR with any of the terms, condition and covenants of this CONTRACT shall not be deemed a

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free act and deed, as well as the free and voluntary act of the Corporation which they represent.

This foregoing instrument is a Contract for Supply of Labor and Materials for the Removal of Aluminum Frames & Scaffolding at the Exterior Façade and Water proofing at the Roofdeck and 2nd Floor Deck of the NDC Building, consisting of seven (7) pages including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written.

WITNESS MY HAND AND SEAL on this _____ day of _____, 2023.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023

Contract Agreement Form for the Procurement of Goods

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

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 2023____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract

execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

1. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
2. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Name of Supplier]

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 _____

Omnibus Sworn Statement

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 _____

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
 [name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 2 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID-SECURING DECLARATION

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/We⁴, 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.

⁴ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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]
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. _____

Page No. _____

Book No. _____

Series of _____

PERFORMANCE SECURING DECLARATION

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

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

X-----X

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

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 _____

Statement of All 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

Business Name : _____

Business Address : _____

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Contract and Value of Outstanding Contract	a. Date of Contract b. Duration of the Contract c. Expected Date of Completion
Ongoing				
Contracts Awarded But Not Yet Started				

Note: Use additional sheets if necessary.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Statement of Single Largest Completed Contract (SLCC)

(Similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be at least fifty percent (50%) of the ABC)

Business Name : _____

Business Address : _____

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Completed Contract	a. Date of Contract b. Duration of the Contract c. Date of Contract Completion	Certificate of Completion issued by the client or official receipt(s) for the SLCC

Note: Attach certified true copy of Certificate of Completion issued by the client or official receipt(s) for the SLCC.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

