

## ***Section IX. Bidding Forms***

## I. Bid Form

---

Date: \_\_\_\_\_

IB<sup>1</sup> N°: \_\_\_\_\_

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

Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

---

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].**
- (k) **We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.**

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

*Republic of the Philippines*  
DEPARTMENT OF EDUCATION  
Region 10  
Division of Misamis Oriental

II. \_\_\_\_\_

**III. CONTRACT**

THIS CONTRACT, made and entered into this *[insert date]* day of *[insert month]*, *[insert year]* by and between the Department of Education, **Division of Misamis Oriental** \_\_, located at *[insert address]*, represented herein by its Schools Division Superintendent, *[insert complete name of SDS]*, hereinafter referred to as the "Owner" of the one part and *[insert registered business name of Contractor]*, represented herein by its *[insert position/designation]*, *[insert complete name of Contractor's authorized representative]*, with office address at \_\_\_\_\_, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner invited bids for certain works stated in above Project consisting of *[insert number of lots]* school project sites and received bids from *[insert number of bidders]* bidders; the Owner opened, read and evaluated the bids of the *[insert number of bidders]* bidders; *[insert number of bids]* bids were received for Lot \_\_\_\_; after the evaluation, the Owner post-qualified and declared the bid of the Contractor as the lowest calculated responsive bid for said Lot;

WHEREAS, the Owner passed and approved a resolution to award in favor of \_\_\_\_\_, in the sum of \_\_\_\_\_ PHILIPPINE PESOS \_\_\_\_\_ (PhP \_\_\_\_\_) only, hereinafter called the "Contract Price" with the following details:

Lot No.	Description of Works	Amount of Award/Contract Price (PhP)

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (h) 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;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder's conforme thereto;
  - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. The contract duration or completion period shall be \_\_\_\_\_ calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is seven (7) calendar days from receipt of the Notice to Proceed by the Constructor.
4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
5. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.
6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;

7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The Owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and forms:

5% of the Contract Price	Cash; or Letter of Credit issued by a Universal or Commercial Bank, if issued by a foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank
30% of the Contract Price	Surety Bond callable upon demand issued by the GSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
CONTRACTOR

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
OWNER'S WITNESS

\_\_\_\_\_  
CONTRACTOR'S WITNESS

Funds Available:

Allotment Available:

ANGELITA S. RANALAN, CPA  
Accountant III

MARK LORREN T. TEJANO  
Budget Officer II

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

### ACKNOWLEDGMENT

CONTRACTOR'S WITNESS

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS  
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NAME

NUMBER

ISSUED ON

ISSUED AT

CONTRACTOR

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

OWNER'S WITNESS

The foregoing instrument is a CONTRACT consisting of \_\_\_\_\_ (\_\_) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public

OWNER

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

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

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

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



### Statement Identifying Bidder's Single Largest Completed Contract Similar to the Contract to be Bid

Registered Business Name of Bidder: \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract/Location/Contract Completion Period in calendar days and  Date of Contract	Owner's Name, Address, Telephone Numbers	Nature of Work	Contractor's Role		Amount of Award, amount at completion, actual contract duration	Date Awarded, Contract Effectivity Date, and Date completed
			Description	%		
Government						
Private						


Note: The bidder shall support this statement with the duly signed Notice to Award or Notice to Proceed; and the duly signed Owner's Certificate of Final Acceptance, or Certificate of Completion, or the Constructor's Performance Evaluation Summary (CPES) Final Rating, which must be satisfactory. In addition, the bidder may attach herewith the duly signed Contracts, Agreements, POs, or Job Orders.

Submitted by: \_\_\_\_\_  
(Printed Name & signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

One of the technical documents required to be in the technical Component Envelope of a bidder is a statement indentifying the bidder's single largest completed contract which similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder's largest single completed contract similar to the contract to be bid, adjusted to current prices using the NSO consumer price indices, must be at least fifty percent (50%) of the ABC to be bid: Provided, however, That contractors under Small A and B categories without similar experience on the contract to be bid **may be** allowed to bid if the cost of such contract is not more than fifty percent (50%) of the allowable range of contract cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

## Statement of All Ongoing Government and Private Construction Contracts and Contracts Awarded but not yet started

Registered Business Name of Bidder: \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract/Location/Project Cost and <b>Date of Contract</b>	Owner's Name, Address, Telephone Numbers	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
Government								

Private								

Note: The bidder shall support this statement with the duly signed Notices to Award or Notices to Proceed. In addition, the bidder may also attach herewith the duly signed Contracts, Agreements, POs, or Job Orders.

Submitted by: \_\_\_\_\_

(Printed Name & signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

One of the technical documents required to be in the technical Component Envelope of a prospective bidder is a list of all its ongoing contracts and contract awarded but not yet started.

In case of no ongoing contract, the bidder shall submit this duly signed form and indicate “No Ongoing Contracts” in this form preferably in the first column from the left.

---

Net Financial Contracting Capacity (NFCC) Form

---

A. Summary of the Contractor's assets and liabilities on the basis of the attached audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or its duly accredited and authorized institutions [BIR authorized collecting agent], for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

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

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current assets – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started.

NFCC = P \_\_\_\_\_

K = 10 for a contract duration of one year or less, 15 for more than one year up to two years and 20 for more than two years

Herewith attached is a true copy of the audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

Submitted by:

\_\_\_\_\_  
Registered Business Name of Contractor

\_\_\_\_\_  
Name and signature of Authorized Representative

Date : \_\_\_\_\_

Encl.: as stated

Joint Venture Agreement Form

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between (use "among" if more than two parties) [state registered business name], a [corporation/partnership/sole proprietorship] duly organized and existing in accordance with the laws of the Philippines, with principal office address at \_\_\_\_\_, represented in this act by its [President/Chief Executive Officer/Proprietor/other designation], [state name of official representative], hereinafter referred to as the **FIRST PARTY**;

-and-

[state registered business name], a [corporation/partnership/sole proprietorship] duly organized and existing in accordance with the laws of the Philippines, with principal office address at \_\_\_\_\_, represented in this act by its [President/chief Executive Officer/Proprietor/other designation], [state name of official representative], hereinafter referred to as the **SECOND PARTY**;

**NOW, THEREFORE**, the Parties hereby agree as follows:

The parties agree to join together their manpower, equipment, and other resources needed for the purpose of joining the public bidding for works stated hereunder, of the **Department of Education Division of Misamis Oriental**, and to undertake or perform the works if awarded the contract(s) in their capacity as a joint venture;

Name of Works/Project(s)	Approved Budget for the Contract (ABC)

The Parties agree to be jointly and severally responsible and liable for the entire assignment.

The Parties agree that [state name of officer], [President/Chief Executive Officer/Proprietor/other designation] of the [state registered business name], shall be the authorized Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding, and if contract(s) is/are awarded, in the execution and performance of the contracts inclusive of the acts to accept and sign the notice(s) of award and the contract(s), and to collect and receive payment(s) as fully and effectively the Joint Venture may do and if personally present.

[The following paragraph is mandatory to joint ventures consisting of domestic bidder(s) and foreign member(s)]:

The Parties agree to make the following contributions to the Joint Venture:

Name of Party	Contributions	Value in percentage (%) in the Joint Venture Resources
First Party		
Second Party		

The Parties agree that this Joint Venture Agreement shall remain in effect only for the above stated public bidding and works or project(s) until terminated by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Joint Venture Agreement on the day and year first above written.

**FIRST PARTY:**

**SECOND PARTY:**

\_\_\_\_\_  
[State name and designation]

\_\_\_\_\_  
[State name and designation]

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
[Signature over printed name]

\_\_\_\_\_  
[Signature over printed name]

\_\_\_\_\_  
[First Party's Witness]

\_\_\_\_\_  
[Second Party's Witness]

REPUBLIC OF THE PHILIPPINES) S.S.

CITY OF \_\_\_\_\_)

#### ACKNOWLEDGMENT

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, \_\_\_\_\_, Philippines, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS (Passport, Driver's License, SSS, GSIS, Philhealth... IDs)

Name

Number

Issued on

Issued at

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



(First Party)

\_\_\_\_\_  
(Second Party)

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a JOINT VENTURE AGREEMENT consisting of \_\_\_\_\_ pages including this page on which this acknowledgement is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

\_\_\_\_\_  
NOTARY PUBLIC

Until December 31, 20\_\_

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

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

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

Series of 20\_\_

Bid Security Form (Bank Guarantee)

***[Bidders should refer to Section III, BDS 18.1 if applicable]***

---

WHEREAS, *[insert name of Bidder]* (hereinafter called the "Bidder") has submitted its bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the "Bank" are bound unto *DEPARTMENT OF EDUCATION Regional Office of Region No. \_\_\_\_* (hereinafter called the "Entity") in the sum of *[insert amount in words and in figures]* for which payment well and truly to be made to the said Entity; the Bank binds itself, its successors and assigns by these presents to this Guarantee.

SEALED with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 20\_\_

THE CONDITIONS of this obligation are:

1. If the Bidder:
  - (a) withdraws its/his/her Bid during the period of bid validity specified in its Financial Bid Form; or
  - (b) does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
  - (c) fails to submit, within the prescribed period, any of these requirements, i.e., Tax Clearance per E.O. 398 s. of 2005, latest Income and Business tax returns, the Certificate of PhilGEPS Registration, appropriate licenses and permits required by law or the bidding documents, or a finding against the veracity of said documents; or
2. If the Bidder commits or committed any of the following acts:
  - (a) submission of eligibility requirements containing false information or falsified documents; or
  - (b) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding; or
  - (c) allowing the use of one's name, or using the name of another for purposes of public bidding; or
  - (d) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid; or
  - (e) refusal or failure to post the required performance security within the prescribed time; or
  - (f) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification; or

- (g) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor; or
  - (h) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (i) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons; or
3. If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity:
- (a) fails or refuses to execute the Contract in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by the Entity is due to the Entity owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *(insert no. of days)* calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE : \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

SEAL \_\_\_\_\_

WITNESS : \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Place and Date of Issue: *[Insert place and date]*

Issued to: The Department of Education

Division of Misamis Oriental

A.Velez Street, Cagayan de Oro City

Dear Sir/Madam:

WHEREAS, ***[insert registered business name of Bidder]*** (hereinafter called the "Bidder") intends to submit bid(s) for the public bidding of your ***[insert name of contract/project]***, submission and opening of bid(s) shall be conducted on ***[insert date of bid submission and opening]*** as indicated in your bidding documents for the contract/project;

WHEREAS, it has been stipulated by you in your bidding documents that the Bidder shall furnish you with an Irrevocable Letter of Credit issued by a recognized bank for the sum specified therein as bid security;

In consideration of the above-mentioned "Bidder" and its/his/her bid(s), we, hereinafter called the "Bank," hereby establish our Irrevocable Letter of Credit No. \_\_\_\_\_, in favor of the herein mentioned **Department of Education Division of Misamis Oriental**, up to the aggregate amount of ***[Insert amount in words and in figures]***, available and payable by us in whole amount to said Department of Education upon your presentation to this "Bank" of:

1. Your first written demand, duly signed by your **Schools Division Superintendent** or your Bids and Awards Committee Chairperson, without the necessity on your part to substantiate your demand, provided that in your demand you will note that total amount of the bid security claimed by the Department of Education, **Division of Misamis Oriental** is due to said Department of Education owing to the occurrence of one or any of the following conditions:
  - I. If the Bidder:
    - (a) withdraws his Bid during the period of bid validity specified in its Financial Bid Form;  
or
    - (b) does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or

- (c) fails to submit, within the prescribed period, any of these requirements, i.e., Tax Clearance per E.O. 398 s. of 2005, latest Income and Business tax returns, the Certificate of PhilGEPS Registration, appropriate licenses and permits required by law or the bidding documents, or a finding against the veracity of any of said documents; or

II. If the Bidder commits or committed any of the following acts:

- (a) submission of eligibility requirements containing false information or falsified documents; or
- (b) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding; or
- (c) allowing the use of one's name, or using the name of another for purposes of public bidding; or
- (d) withdrawal of a bid, or refusal to accept an award or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid; or
- (e) refusal or failure to post the required performance security within the prescribed time; or
- (f) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification; or
- (g) any documented attempt by a bidder to unduly influence the outcome of the bidding in its/his/her favor; or
- (h) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (i) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

III. If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity:

- (a) fails or refuses to execute the Contract in accordance with the Instructions to Bidders, if required; or

- (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

This Irrevocable Letter of Credit will remain in force up to and including the date *(insert no. of days)* calendar days after the deadline for submission of Bids stated in the Bidding Documents or as said deadline is stated in the Instructions to Bidders or as it may be extended by the Department of Education herein mentioned, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Irrevocable Letter of Credit should reach the Bank not later than the above date.

DATE : \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

SEAL \_\_\_\_\_

WITNESS :

\_\_\_\_\_  
*(Signature, Name and Address)*

## Bid Securing Declaration

---

REPUBLIC OF THE PHILIPPINES     )  
CITY OF \_\_\_\_\_ ) S.S.  
X-----X

### BID SECURING DECLARATION

**Project No.:** *[Insert project number]*

**Name of the Project:** *[Insert name of project]*

To:     Dr. Cherry Mae L. Limbaco, CESO V  
          Schools Division of Misamis Oriental  
          A Velez St., Cagayan de Oro City 9000

Attention:

Jean G. Veloso  
Chairperson  
Bids and Awards Committee (BAC)

I/We<sup>1</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake. *[Revised thru GPPB Res. 15-2014 dated June 20, 2014]*
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 as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

<sup>1</sup>Select one and delete the other. Adopt same instruction for similar terms throughout the document.

<sup>2</sup>Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.

-proceed to next page for continuation of the Bid Securing Declaration-

**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 \_\_\_\_\_.



## Contractor's Organizational Chart for the Contract

---

The Bidder shall submit its Organizational Chart that it intends to use to perform the works if awarded the contract(s). The Bidder shall indicate in the chart the names of the Project Manager, Project Engineer, Structural Engineer, Materials Engineer, Foremen, and other key personnel necessary to perform the works.

**Attach the required Proposed Organizational Chart for the Contract as stated above**

**Submitted by** : *[Insert registered business name of bidder]*  
: \_\_\_\_\_  
(Signature over printed of Contractor's authorized representative)

**Designation** : \_\_\_\_\_

**Date** : \_\_\_\_\_

1. This organization chart should represent the "Contractor's Organization" required to perform the contract(s) or works to be bid if awarded the same, and not the organizational chart of the entire firm.
2. Each of the nominated project manager/engineers/other key personnel shall comply with and submit the "Bio-data" and the "List and Qualification of Key Personnel Proposed to be Assigned to the Contract" using the forms provided in Section IX, Bidding Forms.
3. All of these are required to be in the Technical Document envelope of the Bidder.

**List and Qualification of Key Personnel Proposed to be Assigned to the Contract(s)**

---

Business Name of Bidder : \_\_\_\_\_

Business Address : \_\_\_\_\_

	Project Manager	Project Engineer	Materials Engineer	Foreman/Foremen	Construction Safety and Health Personnel	<i>[Other key personnel deemed required by the Bidder]</i>
1. Name						
2. Address						
3. Date of Birth						
4. Employed since						
5. Experience						
6. Previous Employment						
7. Highest Education						
8. Valid PRC License No.						

Note: Attach individual “Bio Data” of all the above-named engineers and personnel; and copies of the valid PRC Licenses of those who are engineers or professionals.

Submitted by: \_\_\_\_\_

(Printed Name & signature of bidder’s authorized representative)

Designation: \_\_\_\_\_

Date : \_\_\_\_\_

*One of the technical documents required to be in the technical Component Envelope of the bidder is a list of bidder/contractor's key personnel, (viz, Project Manager, Project Engineer, Materials Engineer, and Foremen) to be assigned to the contract(s) to be bid in case of award, with their complete qualification and experience data.*

---

## Bio Data

---

*The Bidder shall attach the "Bio Data" of each of the project manager, project engineer, materials engineer, foremen, and other key personnel named in its "Contractor's Organizational Chart for the Contract."*

**Project Manager/Project Engineer/Materials Engineer/ Other Key Personnel** *[select one and delete the others]*

1. Name :  
\_\_\_\_\_

2. Date of Birth :  
\_\_\_\_\_

3. Nationality :  
\_\_\_\_\_

4. Education and Degree  
Attained :  
\_\_\_\_\_

5. Specialization :  
\_\_\_\_\_

6. Valid License/Registration No. :  
\_\_\_\_\_

7. Length of Service with the  
8. Bidder-Contractor :  
\_\_\_\_\_

9. Years of Experience :  
\_\_\_\_\_

10. Previous Employers:

Name and Address of Previous Employers

Length of Service

\_\_\_\_\_ years, from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ years, from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ years, from \_\_\_\_\_ to \_\_\_\_\_

---

*[Signature over printed name of Project Manager/Project Engineer/ Materials Engineer/Key Personnel-select one and delete the others]*

Date: \_\_\_\_\_, 20\_\_\_\_

## List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract

---

Registered Business Name of Bidder: \_\_\_\_\_

Business Address : \_\_\_\_\_

Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lessor or Vendor
A. Owned							
i.							
ii.							
iii.							
iv.							
B. Leased							
i.							
ii.							
iii.							
iv.							
C. Under Purchase Agreements							
i.							
ii.							
iii.							

iv.							
v.							

List of minimum equipment required for the project:

Submitted by : \_\_\_\_\_

(Printed Name and Signature of bidder's authorized representative)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

*One of the requirements from the bidder to be included in its Technical Envelope is the list of its equipment units pledged for the contract to be bid, which are owned (supported by proof/s of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.*

## Omnibus Sworn Statement

Republic of the Philippines)

City/Municipality of \_\_\_\_\_ ) S.S.

### A F F I D A V I T

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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

*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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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:* I am 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 \_\_\_\_\_ 20\_\_ in \_\_\_\_\_, Philippines. Affiance exhibiting to me his/her (passport, driver's license, Professional Regulations Commission ID, NBI clearance, police clearance, postal ID, voter's ID, Barangay certification, GSIS e-card, SSS card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, or seaman's book) No. \_\_\_\_\_ issued on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Until December 31, 20\_\_\_\_

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

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

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

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

### Manpower Utilization Schedule

Manpower Category	Months			
	1	2	3	4
Contractor's name:	Name of the Procuring Entity:		Contract/Project Name:	

Submitted by : \_\_\_\_\_  
 (Signature over printed of Contractor's authorized representative)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

### Construction Schedule and S-Curve

Procuring Entity : \_\_\_\_\_

Contract/Project : \_\_\_\_\_

Location : \_\_\_\_\_

Item No.	Item Description	Month 1				Month 2				Month 3				Month 4			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Submitted by : \_\_\_\_\_

(Signature over printed name of Contractor's authorized representative)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Contractor : \_\_\_\_\_ (insert \_\_\_\_\_ registered \_\_\_\_\_ business \_\_\_\_\_ name)

---

### Outline: Narrative Description of Construction Methods

---

Procuring Entity: \_\_\_\_\_

Contract : \_\_\_\_\_

Location : \_\_\_\_\_

#### OUTLINE: NARRATIVE DESCRIPTION OF CONSTRUCTION METHODS

##### 1.0 INTRODUCTION

Refer to Bidding, etc.

##### 2.0 BRIEF DESCRIPTION OF CONTRACT WORKS

*State general features of contract works. Use tables as necessary.*

##### 3.0 CONSTRUCTION METHODS AND PROCEDURES

###### 3.1 Methodology or General Approach

*State general approach in construction in terms of use of equipment-intensive or labor-based methods, any special technique(s), method(s) or procedure(s) to ensure completion on time and quality of construction financing the project, etc.*

###### 3.2 Program of Work

CPM, Progress Bar Schedule and Development Schedules submitted.

###### 3.3 Financial Program

Cash flow schedules, provision for working capital, schedule of receipts, etc.

Submitted by : \_\_\_\_\_  
(Printed Name and Signature of Contractor's Representative)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Contractor : (insert registered business name)

### Equipment Utilization Schedule

/Equipment/Category	Months			
	1	2	3	4
Contractor's name:	Name of the Procuring Entity:		Contract/Project Name:	

Submitted by : \_\_\_\_\_

(Printed Name and Signature of Contractor's Representative)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Materials Delivery/Utilization Schedule

Materials Description, Size, and Quantity	Month 1				Month 2				Month 3				Month 4			
	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4

Submitted by:

Name and Signature : \_\_\_\_\_

Position/Designation : \_\_\_\_\_

Date : \_\_\_\_\_

## Construction Safety and Health Program

### General Description of the Construction Safety and Health Program

The Bidder is to provide a narrative description that summarizes its Construction Safety and Health Program according to the requirements of the Department of Labor and Employment (DOLE). It shall be responsive to the minimum safety requirements defined in the Bid Documents.

### Elements of the Construction Safety and Health Program

The Bidder is to declare in narrative form, how it intends to tackle the basic elements of a Construction Safety, beginning with an understanding of the safety needs of the project, to protect its workers and their parties as well. An assignment of a Safety Officer depending on DOLE Requirements, provisions for warning signs and protective gears for all workers must be included. Safety in scheduling work activities and the adoption of appropriate construction procedures including equipment utilization and deployment of manpower are all associated with construction safety, and must be addressed.

<b>IV. Bidders Summarized Safety Program (Sample Only)</b>		
<b>Safety Requirements</b>	<b>Safety Applications</b>	<b>Frequency</b>
Submission of a Construction Safety and Health Program	Submission during the pre-construction conference and for approval of the Employer	To be observed during the entire duration of the project
Assignment of a Permanent Construction Safety Officer	For approval of the Employer	From mobilization to demobilization
Provisions for Safety Signage(s)	At strategic locations such as the entrance to the construction premises, at points where there is deep excavation, etc. etc.	To be installed for the entire duration of the contract
Provisions for Safety Gears	Worker's uniforms, hard hats, safety belts, safety shoes, welder's goggles, dust masks and aprons.	Depending on the construction schedule
Construction Safety Meetings	For approval of the Employer	Preferably twice a month
Updating and assessment of the Construction Safety and	Based on the program approved by the Employer	Preferably at every end of the month



Health Program		
----------------	--	--

Submitted by : *[Insert registered business name of Contractor]*  
: \_\_\_\_\_  
(Printed Name and Signature of Contractor's Representative)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

[LETTERHEAD OF ISSUING BANK]

FORM OF PERFORMANCE SECURITY

**BANK GUARANTEE**

To: [Name of PROCURING ENTITY]  
[Address of PROCURING ENTITY]

WHEREAS, [name and address of contractor] (hereinafter called the "Contractor") has undertaken, in pursuance of Contract No. [insert number] dated [insert date] to execute [name of Contract and brief description of Works] (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with contractor's obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of [insert amount of Guarantee in figures and in words]<sup>2</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand declaring the Contractor in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the contractor 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 be valid from \_\_\_\_\_ until issuance by you of the Certificate of Final Acceptance.

\_\_\_\_\_

Signature and seal of the Guarantor : \_\_\_\_\_

Name of Bank \_\_\_\_\_ :

Address \_\_\_\_\_ :

Date \_\_\_\_\_ :

---

Performance Security Form (Irrevocable Letter of Credit)

---

Place and Date of Issue: *[Insert place and date]*

Issued to: The Department of Education

Regional Office of Region \_\_\_\_

*[Insert complete address and Zip Code]*

Dear Sir/Madam:

WHEREAS, ***[insert registered business name of contractor]*** (hereinafter called the "Contractor"), with office address at ***[insert office/business address of contractor]***, has undertaken, in pursuance of your Notice to Award (NOA) dated ***[insert date]*** to execute ***[insert name of contract/project indicated in the invitation to bid; and brief description of works, e.g. lot no., two-storey four-classroom school building, location or project site]*** (hereinafter called the "Contract");

WHEREAS, it has been stipulated by you in your bidding documents and said NOA that the Contractor shall furnish you with an Irrevocable Letter of Credit issued by a recognized bank for the sum specified therein as security of the Contractor to comply with its/his/her obligations stipulated in the bidding documents, the NOA and the Contract;

In consideration of the above-mentioned Contractor's request and the Contract, we, hereinafter called the "Bank," hereby establish our Irrevocable Letter of Credit No. \_\_\_\_\_, in favor of the herein mentioned **Department of Education, Regional Office of Region \_\_\_\_**, up to the aggregate amount of ***[Insert amount in words and in figures]***, available and payable by us, without cavil or argument from the Bank's part, in whole amount to said Department of Education upon your presentation to this Bank of:

1. Your first written demand, duly signed by your **Regional Director** or your **Assistant Regional Director**, declaring the Contractor in default under the Contract, without the necessity on your part to substantiate your demand or prove or show grounds or reasons for your demand for the total sum specified herein.

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

This Irrevocable Letter of Credit will remain in force from **[insert date]** until issuance by you of the Certificate of Final Acceptance. Any demand in respect of this Irrevocable Letter of Credit should reach the "Bank" not later than the date of your issuance of said Certificate of Final Acceptance.

DATE : \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF THE BANK

SEAL \_\_\_\_\_

WITNESS :

\_\_\_\_\_  
(Signature, Name and Address)