

PHILIPPINE BIDDING DOCUMENTS

REPAIR, REHABILITATION, MAINTENANCE AND INSTALLATION WORKS AT THE NATIONAL EDUCATORS ACADEMY OF THE PHILIPPINES (NEAP-R IX) FACILITIES, TIGUMA, PAGADIAN CITY – LOTS 1, 2 & 4 (REBID)

Government of the Republic of the Philippines



Department of Education

**REGIONAL OFFICE IX, ZAMBOANGA PENINSULA
Pagadian City**

**Sixth Edition
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Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
Department of Education
REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

Invitation to Bid

**Repair, Rehabilitation, Maintenance and Installation
Works at the National Educators Academy of the
Philippines (NEAP-R IX) Facilities, Tiguma, Pagadian
City -Lots 1, 2 & 4 (Rebid)**

1. The Department of Education Region - IX, through the Government of the Philippines under HRD Funds intends to apply the sum of *Seven Million Nine Hundred Six Thousand Six Hundred Thirty One & 82/100 Pesos (Php 7,906,631.82)* being the Approved Budget for the Contract (ABC) to payments under the contract for the *Repair, Rehabilitation, Maintenance and Installation Works at the National Educators Academy of the Philippines (NEAP-R IX) Facilities, Tiguma, Pagadian City – Lots 1, 2 & 4 (Rebid)*. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

Lot No.	Description	Contract Duration	ABC (Php)	BID DOC (Php)
1	Building A & P	100 calendar days	2,816,725.81	3,563.00
2	Building B3, N & O	105 calendar days	2,127,181.42	2,690.00
4	Building H, I, J & Water Tank	105 Calendar days	2,962,724.59	3,747.00

2. The Department of Education Region - IX now invites bids for the above Procurement Project. Completion of the Works are required within the contract duration period herein indicated above. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from Department of Education Region - IX and inspect the Bidding Documents at the address given below from Monday to Friday 8:00am to 5:00pm.
5. A complete set of Bidding Documents may be acquired by interested bidders on July 24, 2024 from given address and website/s below *and upon payment of the applicable*

fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount as herein stated above.

Payment in checks should be made payable to DepEd RO IX Trust PVB Acct#02801-000113-4

Interested Bidders may signify their intent to purchase the Bidding Documents through email at region9.bac@deped.gov.ph. Upon receipt of the bidder's information sheet, the BAC Secretariat will send through email the details of the DepEd RO IX Trust Fund Account for payment. Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids. Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

6. The Department of Education Region - IX will hold a **Pre-Bid Conference at 2:00 pm- August 1, 2024** at the Conference Hall, DepEd RO-9, President Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City and/or through video conferencing or webcasting via Teams which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 1:30pm – August 13, 2024**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be at **2:00pm – August 13, 2024** at the Conference Hall, DepEd RO-9, President Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

For the purpose of constituting a quorum, both the physical and virtual presence of the BAC members shall be considered pursuant to GPPB Resolution No. 09-2020.

10. The Department of Education Region -IX reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

JERRY M. IJIRANI

BAC Secretariat

DepEd RO-9, President Corazon C. Aquino Regional Government Center,
Balintawak, Pagadian City

Email: region9.bac@deped.gov.ph

Website: www.depedro9.info; www.ro9-deped.com

DR. GREGORIO CYRUS R. ELEJORDE, CESO V
Assistant Regional Director
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Department of Education Region - IX invites Bids for the *Repair, Rehabilitation, Maintenance and Installation Works at the National Educators Academy of the Philippines (NEAP-R IX) Facilities, Tiguma, Pagadian City – Lots 1, 2 & 4 (Rebid)* with Project Identification Number 2024-05-087.

The Procurement Project (referred to herein as “Project”) is composed of three (3) lots as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *HRD Funds* in the amount of *Seven Million Nine Hundred Six Thousand Six Hundred Thirty One & 82/100 Pesos (Php 7,906,631.82)*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.
 - a. Subcontracting is not allowed.
- 7.1. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible

for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Conference Hall, DepEd RO-9, President Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until 120 calendar days from the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause							
5.2	<p>The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.</p> <p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p><i>Repair, Rehabilitation, Maintenance of Building and Installation Works.</i></p>						
7.1	<i>Subcontracting is NOT allowed.</i>						
10.3	<i>No further instruction</i>						
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <p>The Construction Firm should have sufficient expertise, capability and experience in construction/repair of office/school buildings and other related structures.</p> <p>Minimum Qualification of the Contractor:</p> <table border="1"> <tr> <td>1. Expertise required</td><td>Work Experience in repair and construction of office buildings and/or any institutional structures for at least FIVE (5) years</td></tr> <tr> <td>2. Minimum number of years of experience</td><td>5 years</td></tr> <tr> <td>3. Minimum number of projects undertaken /managed of similar nature</td><td> <p>At least one (1) similar projects</p> <p>Similar projects includes office buildings and/or any institutional structures.</p> <p>*Similar projects/contracts = Contracted projects mainly focused on repair and construction of office buildings and/or any institutional structures (Minimum: 50% of the cost of the ABC)</p> </td></tr> </table>	1. Expertise required	Work Experience in repair and construction of office buildings and/or any institutional structures for at least FIVE (5) years	2. Minimum number of years of experience	5 years	3. Minimum number of projects undertaken /managed of similar nature	<p>At least one (1) similar projects</p> <p>Similar projects includes office buildings and/or any institutional structures.</p> <p>*Similar projects/contracts = Contracted projects mainly focused on repair and construction of office buildings and/or any institutional structures (Minimum: 50% of the cost of the ABC)</p>
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	Construction/Repair Team			
	Key Staff	Educational Qualification	Experience	Training
	One (1) Project Manager	Bachelor's Degree in Architecture or Civil Engineering. Preferably Licensed Architect or Civil Engineer for at least 20 years	At least FIVE (5) years' experience as Project Manager in the repair and construction of office buildings and/or any institutional structures	48 hours of relevant training
	One (1) Site Engineer / Architect	Bachelor's Degree in Architecture or Civil Engineering. Preferably Licensed Architect or Civil Engineer for at least 10 years	At least five (5) years experience as Project Manager in the repair and construction of office buildings and/or any institutional structures	24 hours of relevant training
	One (1) General Foreman	At least 2 year vocational courses preferably in line with construction and other relevant courses	At least FIVE (5) years experience as General Foreman and experience in the repair and construction of office buildings and/or any institutional structures	16 hours of relevant training
	One (1) Safety Officer	Must have a valid Construction and Occupational Safety and health (COSH) Certificate of Training issued by Department of Labor and Employment (DOLE)	At least Five (5) years experience as Safety Officer and experience in the repair and construction of office buildings and/or any institutional structures	16 hours of relevant training

	<p>Construction/Repair team key personnel composition:</p> <ul style="list-style-type: none">• The team shall composed of One (1) Project manager, One (1) Site Engineer/Architect, One (1) General Foreman, One (1) Safety Officer <p>Non-key personnel composition:</p> <ul style="list-style-type: none">• Steel men, Electricians, Masons, Welders, Carpenters, Plumbers, Painters, Laborers <p><i>For purpose of evaluation, Curriculum Vitae of key staff mentioned above shall be submitted as part of its Eligibility “Class A” documents, including PRC licenses, if applicable.</i></p>																											
10.5	<p>The minimum major equipment requirements for Tools and Equipment are the following:</p> <table><tr><th>EQUIPMENT</th><th>QUANTITY</th><th>STATUS</th></tr><tr><td>Mini Dump</td><td>2</td><td>Good Condition</td></tr><tr><td>Elf/Canteer - truck</td><td>2</td><td>Good Condition</td></tr><tr><td>Plate Compactor</td><td>1</td><td>Good Condition</td></tr><tr><td>Concrete Mixer-2 bagger w/ diesel machine</td><td>1</td><td>Good Condition</td></tr><tr><td>Portable Generator</td><td>1</td><td>Good Condition</td></tr><tr><td>Bar Cutter</td><td>1</td><td>Good Condition</td></tr><tr><td>Drilling machine</td><td>2</td><td>Good Condition</td></tr><tr><td>Sander/Grinder machine</td><td>2</td><td>Good Condition</td></tr></table> <p>Note:</p> <ul style="list-style-type: none">• Tools and Equipment should be supported by proof of ownership, lease and/or purchase agreement. The bidder may choose among the following options:<ol style="list-style-type: none">1. Proof of ownership to be included in the Technical Proposal; or2. Lease Agreement between lessor and lessee and Proof of Ownership of the Lessor to be included in the Technical Proposal;3. Purchase Agreement between the Bidder and the owner.4. Certification of availability of equipment from the vendor for the duration of the project	EQUIPMENT	QUANTITY	STATUS	Mini Dump	2	Good Condition	Elf/Canteer - truck	2	Good Condition	Plate Compactor	1	Good Condition	Concrete Mixer-2 bagger w/ diesel machine	1	Good Condition	Portable Generator	1	Good Condition	Bar Cutter	1	Good Condition	Drilling machine	2	Good Condition	Sander/Grinder machine	2	Good Condition
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15.1	<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 _____ <i>[Insert two percent (2%) of ABC]</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;b. The amount of not less than _____ <i>[Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond.																											

16	<p>Submission of bidding documents shall be on a per lot basis.</p> <p>Prospective bidders shall enclose their original eligibility and technical documents in a sealed envelope marked as “ORIGINAL – TECHNICAL PROPOSAL.” Copies thereof shall be similarly sealed in envelopes marked as “COPY NO. 1 – TECHNICAL PROPOSAL”, “COPY NO. 2 – TECHNICAL PROPOSAL” and “COPY NO. 3 – TECHNICAL PROPOSAL.” On the other hand, the original of their financial documents shall be enclosed in another sealed envelope marked as “ORIGINAL – FINANCIAL PROPOSAL.” Copies thereof shall be similarly sealed in envelopes marked as “COPY NO. 1 – FINANCIAL PROPOSAL”, “COPY NO. 2 – FINANCIAL PROPOSAL” and “COPY NO. 3 – FINANCIAL PROPOSAL.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. Further, the envelopes marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” shall be enclosed and/or sealed in an outer envelope”.</p> <p>The Procuring Entity requests four (4) paper copies [one (1) original and three (3) copies] of the bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.</p> <p>Unsealed or unmarked bid envelopes, shall be rejected. However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p> <p>Online submission of bids is not allowed.</p>
19.2	<p>The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, calculated as follows:</p> <p style="text-align: center;"><i>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 lot or aggregate of lots bid for.</i></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> <p>For purposes of computing the foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards. (23.5.1.4a)</p> <p>If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten (10%) of the ABC of the lot/s bid for: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.</p>

	<p>In case the bidder bids for two or more lots, the bidder shall indicate the lots bid for in the order of priority or preference, following the form prescribed in this bidding documents.</p> <p>The computation of NFCC shall take into account the lots bid for. The number of lots bid for shall also consider the committed line of credit. The bid shall be allowed only to the extent (i.e. number of lots) as the NFCC or the committed line of credit shall cover.</p> <p>In any case, the NFCC computation or committed line of credit, as well as the SLCC, must be sufficient for all the lots or contracts bid for. The NFCC computation shall be in accordance with the prescribed form.</p> <p>In case of a bid involving two or more lots, the bidder shall indicate in the NFCC form the lots bid for, in their order of priorities or preferences. The first lot in the order shall follow the following formula:</p> <p style="padding-left: 40px;"><i>NFCC = [(current assets minus current liabilities) x (15)] - value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started</i></p> <p>For subsequent lots, the formula shall be as follows:</p> <p style="padding-left: 40px;"><i>NFCC = [(current assets — current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started + value of the prior lot/s bid for]</i></p> <p>In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the lead partner who must be of Filipino Nationality, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.</p> <p>For this purpose, the local lead partner shall be that person/organization/company identified in the Joint Venture Agreement or in the Letters of Intents (for potential JV partners) shown to have the controlling stakes in the JV.</p> <p>For easier reference, participating JVs or prospective JV partners must indicate in their JVAs or Letters of Intent the local lead partner appointed by them.</p>
20	<p>Post-Qualification</p> <p>To facilitate post-qualification, the bidder at its option may submit in advance, i.e. on the deadline for submission and receipt of bids, the documents required in Section II. ITB 28.2, in a separate sealed envelope as follows:</p> <p style="padding-left: 40px;">a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax / Business Tax Returns with copies of their respective Payment Confirmation Forms for the</p>

	<p>immediately preceding calendar / tax year from the authorized agent bank;</p> <p><u>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</u></p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission; and</i></p> <p>b. Other appropriate licenses and permits required by law and stated in this <u>BDS</u>.</p> <p>During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:</p> <p>a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Completed Contracts which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.</p> <p>b. For validation purposes, original copy of Class “A” Eligibility documents must be submitted; and</p> <p>c. Original copies of the submitted technical and financial documents during bid opening.</p> <p><u>In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class “A” documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines.</u></p> <p>The envelope shall be placed in a brown envelope and marked:</p> <p>ITB 20.1 Documents</p> <p>Name of Project: Bid Opening Date: Name of Bidder:</p> <p>Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.</p>
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21	<p data-bbox="411 197 1385 230">Signing of the Contract-Other Documents Forming Part of the Contract</p> <p data-bbox="411 264 1393 398">Additional contract documents relevant to the Project are required by the Procuring Entity and shall be submitted by the successful bidder within 10 calendar days from successful bidder's receipt of the Notice of Award (NOA), such as:</p> <ol data-bbox="448 421 1265 734" style="list-style-type: none"> <li data-bbox="448 421 991 454">1. Construction Schedule and S-curve; <li data-bbox="448 465 659 499">2. PERT/CPM <li data-bbox="448 510 767 544">3. Manpower schedule; <li data-bbox="448 555 802 589">4. Construction methods; <li data-bbox="448 600 978 633">5. Equipment utilization schedule; and <li data-bbox="448 645 1265 734">6. Construction safety and health program approved by the Department of Labor and Employment
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	<p>The Intended Completion Date/Contract Duration shall be as follows:</p> <p><i>Lot 1 - Building A & P - 100 calendar days</i> <i>Lot 2 - Building B3, N & O - 105 calendar days</i> <i>Lot 4 - Building H, I, J & Water Tank - 105 Calendar days</i></p>
3	<p>The DepEd RO IX shall give possession of all parts of the Site to the Contractor after submission of the notarized Contract by the Contractor to the DepEd RO IX and on or before date of receipt of the NTP by the Contractor.</p>
4	<p>The Contractor's Obligations shall be as follows:</p> <ol style="list-style-type: none"> 1. The Works under this project shall consist of the materials, equipment, tools, labor and supervision and all other items necessary to properly complete the Works in a safe, effective, and efficient manner to complete the construction of the project. 2. Materials deemed necessary to complete the Works but not specifically mentioned in the Specifications, Working Drawing, or in the Contract Document shall be supplied and installed by the Contractor. Such materials shall be of the highest quality and kind, and installed or applied in a right manner at prescribed or appropriate locations following the Standard Practice of Architectural, Civil and Electrical Engineering, National Building Code of the Philippines and Construction Procedures; 3. The Contractor shall be held liable for damage/s during the construction period and shall be repaired and/or replaced at no additional cost to the DepEd RO IX. 4. It shall be the responsibility of the Prospective Bidders to inspect the site before submission of bids. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of this Contract will be accepted. 5. The Bidders / Contractors shall include in the bid all related expenses and obligations, including VAT, E-VAT, as well as the carrying out of the services and supply of all necessary requirements in handling over the Works to DepEd, in accordance with relevant conditions, rules and regulations. 6. The Contractor shall closely coordinate with DepEd RO IX to ensure proper phasing or schedule of Works.

	<p>7. The Contractor shall submit a daily, weekly, or monthly activity report. The report shall contain the daily activities in the site, including weather condition, delivery, manpower and other matter pertaining to the condition of the project. This will also serve as data for Contractor and the DepEd RO IX Inspectorate Team.</p> <p>8. Employees of the Contractor shall at all times be wearing uniforms that clearly identify them as an employee of the Contractor.</p> <p>9. The Contractor shall conduct site monitoring for the effective implementation of the project. Any discrepancies on plans and actual site conditions shall be properly coordinated with DepEd RO IX for verification.</p> <p>10. The Contractor shall pay their electric and water consumption bills. Sub meters shall be installed at the expense of the Contractor to determine their actual consumption. Billings of utilities consumption will be sent in writing by the DepEd RO IX to the Contractor. Payment of bills shall be made thru the Cashiers Office every month until the completion of the project.</p> <p>11. The contractor shall process and secure all the necessary permits as required by the National Building Code for the preparation, execution and upon completion of the contract. The Contractor shall coordinate with other agencies and pay the corresponding fees incidental to the acquisition of the required permits.</p>
7.2	<p>Warranty against Structural Defects/ Failures</p> <p>The warranty against Structural Defects/ Failures, except those occasioned-on force majeure, shall cover a period of five (5) years and shall be reckoned from the date completion of Work.</p>
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the DepEd's Representative within five (5) calendar days of delivery of the Notice of Award.
11.2	The period between Program of Work updates shall be every fifteen (15) days.
13	<p>Advance Payment</p> <p>Advance payment not exceeding fifteen percent (15%) of the contract price, to be made in lump sum or, at the most, two (2) installments, shall be paid upon written request, and only upon the submission the submission to and acceptance by DepEd RO IX of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable on demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by DepEd RO IX.</p>
14	Progress Payments

	<p>The Contractor/Supplier may submit a request for first progress payment may be paid by the Procuring Entity provided that at least forty percent (40%) of the work has been accomplished as certified by the Inspectorate Team of DepEd RO IX.</p> <p>Progress payment shall be adjusted by deducting the amount in the recoupment of the advance payment, and additional retention money amounting to 15% and 10% of the progress billing respectively.</p> <table><tr><th>Schedule of Payment</th><th>Payment</th><th>Work Accomplished</th></tr><tr><td>First Payment</td><td>25%</td><td>Upon 40% work accomplished</td></tr><tr><td>Second Payment</td><td>25%</td><td>Upon 60% work accomplished</td></tr><tr><td>Final Payment</td><td>50%</td><td>Upon 100% work accomplished</td></tr></table>	Schedule of Payment	Payment	Work Accomplished	First Payment	25%	Upon 40% work accomplished	Second Payment	25%	Upon 60% work accomplished	Final Payment	50%	Upon 100% work accomplished
Schedule of Payment	Payment	Work Accomplished											
First Payment	25%	Upon 40% work accomplished											
Second Payment	25%	Upon 60% work accomplished											
Final Payment	50%	Upon 100% work accomplished											
15.1	<p>The “As built” drawings, signed and sealed by License Engineers/Professionals, shall be submitted in hard copies and e-copies (in cad format) within <u>7 calendar days</u> prior to the <u>request for final billing</u>.</p> <p>For projects with duly approved variation (change/amendment/ deviation in the original scope of work), the Contractor is required to submit three (3) sets of “as built” drawings prior to the issuance of the Certificate of Final Acceptance by the DepEd RO IX.</p>												
15.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>Php 10,000.00.</i></p>												

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted

subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

REPAIR, REHABILITATION, MAINTENANCE AND INSTALLATION WORKS AT THE NATIONAL EDUCATORS ACADEMY OF THE PHILIPPINES (NEAP-R IX) FACILITIES

LOT 1

LOT 1	Bldg. A	Removal of Roofing Sheets of Bldg. A / Repair & Reinstall-Rafter & Gutter & Ceiling/Retouch & Painting and Include Machine Rental
	Bldg. P	Repair/Rehab. Of Bldg. P; Detached Comfort Rooms 4 units, Installation of Canopy Shed/Improvement of Perimeter 'CHB' fence/ Concreting of ground slab floor-with tiles inside 37ldg.. P and Concreting of ground yard at the back part/Installation of Septic Tank.

LOT 2

LOT 2	Bldg. B3	Painting/Door-replacement/Ceiling/Partition/CR/Electrical Wirings/ Plumbing pipes installation
	Bldg. N	Removal & Replacement Works/Pipes repair- Dorm. & CR/Roofing & Floor Cee-purlins/ Ceiling-Metal Furring/ Tiles/Electrical Fixtures/Painting/Machine Rental
	Bldg. O	Cutting of Trees/Replacement of Roofing Sheets/ Metal Furring-Ceiling/Walling/Tiles/Electrical Wirings/Gutter-Flashing/Plumbing Works/Painting Works/Machine Rental

LOT 4

LOT 4	Bldg. H	Removal & Replacement Works/Plumbing Pipes repair- installation & CR-repair/Roofing replacement, gutter-flashing /Metal Furring Ceiling-repair/Partition/Electrical Wirings/Painting/Machine Rental
	Bldg. I	Removal & Replacement Works/ CR-Repair/Roofing replacement, gutter-flashing /Metal Furring Ceiling-repair/ Partition/ Tiles/ Painting/ Machine Rental
	Bldg. J	Removal & Replacement Works/Plumbing Pipes repair- installation & CR-repair/Roofing replacement, gutter-flashing /Metal Furring Ceiling-repair/Partition/Electrical, Wirings/Painting/Machine Rental
	Water Tank	Water Tank and Plumbing works/Shed & Roofing for Water Tank and Water Pump / Machine Rental

Section VII. Drawings

Please refer to Annex “D” for the Drawings

Section VIII. Bill of Quantities

Please refer to **Annex “E”**

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- ☐ (f) Project Requirements, which shall include the following:
- ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

- ☐ (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- ☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (m) Cash Flow by Quarter.

Bid Form for the Procurement of Infrastructure Projects
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*
[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - 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

[Jurat]

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

**List of all Ongoing Government & Private Contracts
including contracts awarded BUT not yet started**

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Owner's Name a. Address b. Telephone Nos.	Nature of Work	Bidder's Role		Date Awarded a. Date Started b. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: (In case of no ongoing contract, the bidder shall submit this duly signed form and indicate **“No ongoing contracts”** or **“None”** or **“Not Applicable (N/A)”** under the Column for Name of Contract (first column from left)

Submitted by: _____

Printed Name and Signature of Authorized Representative

Designation: _____

Date: _____

STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT

Business Name : _____
 Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed d. Contract Performance certified by End User
			Description	%		
<u>Government</u>						
Private						

Note: The bidder shall be able to support this statement with:

Duly signed Contracts/Purchase Orders (POs)/ Agreements/Memoranda of Agreement (MOA)/Notices of Award (NOA)/Job Orders or Notices to Proceed (NTP) with the corresponding Certificates of Completion of Delivery (CCDs)/ Certificates of Final Acceptance (CFAs)/duly signed Delivery Receipts (DRs), or duly accomplished Inspection and Acceptance Reports (IARs)

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

NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or its duly accredited and authorized institution, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of submission.¹

Year 20 _		
1.	Current Assets	
2.	Current Liabilities	
3.	Total Net Worth	
4.	Total Value of outstanding or ongoing Projects	

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

In case of a bid involving two or more line-items, the bidder shall indicate in the NFCC from the line items bid for, in their order of priorities or preferences.

The first line-item in the order shall follow the following formula:

$$\text{NFCC} = [(\text{current assets minus current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started.}]$$

For subsequent line-items, the formula shall be as follows:

$$\text{NFCC} = [(\text{current assets minus current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started} + \text{value of the prior line item/s bid for}]$$

- C. The following are the line-items that we are bidding for, stated in the order of preference.²

1st:

Package/Lot/Item	Description	ABC	NFCC Formula	NFCC
			[(current assets - current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started]	

¹In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the local lead partner, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this projection which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.

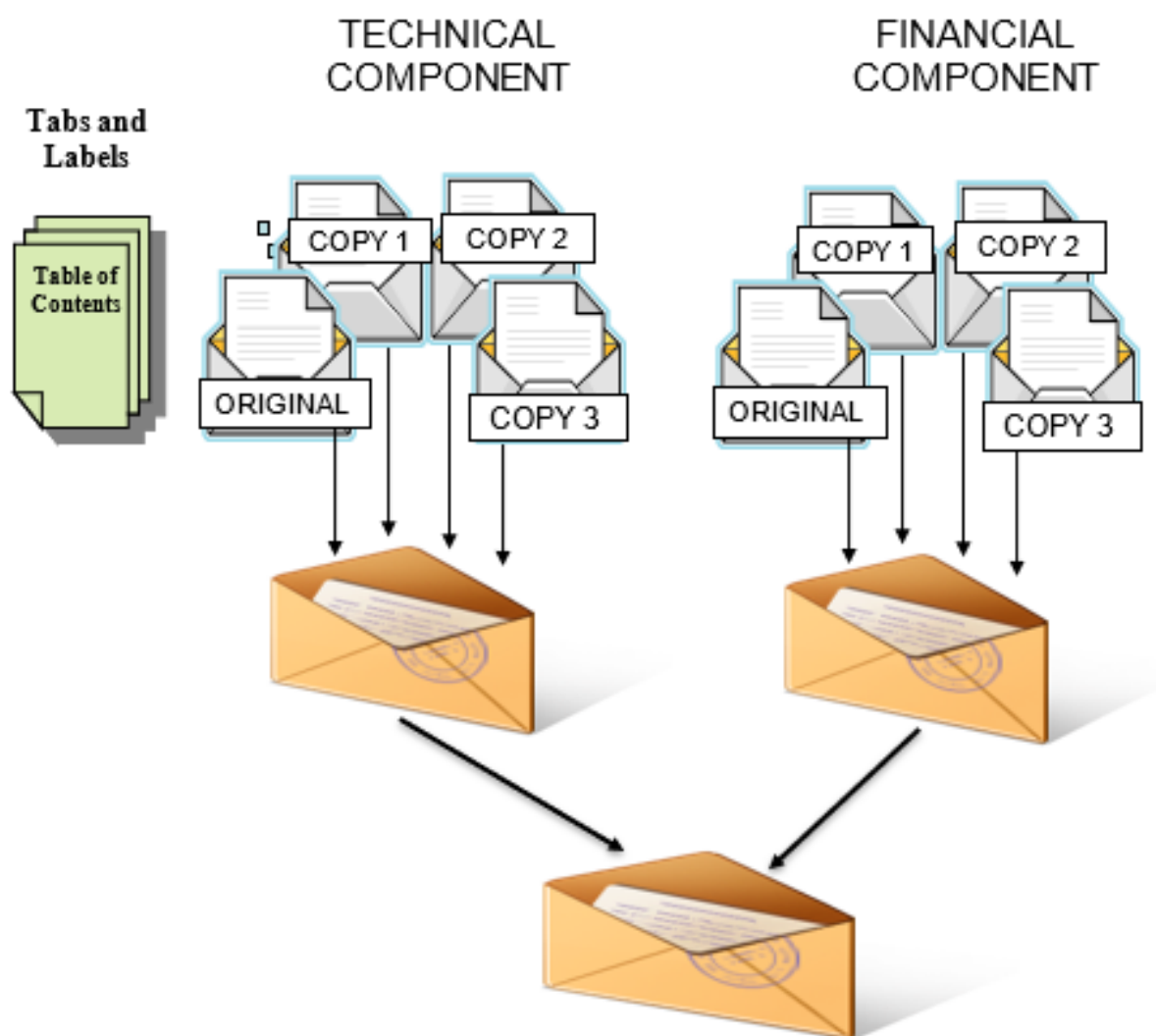
² The bidder may add tables as may show the different lots bid for and their corresponding NFCC

This is to certify that the aforementioned NFCC computation is sufficient for all the packages / lots / items being bid for:

Submitted by:

Name of Supplier /Distributor/ Manufacturer

Name of Authorized Representative



ORIGINAL / COPY NO. ____

[BIDDER'S COMPANY NAME]

[COMPANY'S OFFICE ADDRESS] PUBLIC BIDDING:

[PROJECT TITLE]:

BIDDING FOR [no.] : [item description] (if applicable)

THE CHAIRPERSON

BIDS AND AWARDS COMMITTEE

DEPARTMENT OF EDUCATION REGIONAL OFFICE IX,

PRESIDENT CORAZON C. AQUINO, REGIONAL GOVERNMENT CENTER

BALINTAWAK, PAGADIAN CITY

[VENUE OF BID OPENING]

DO NOT OPEN BEFORE [TIME AND DATE OF BID OPENING]

