

Republika ng Pilipinas
KAGAWARAN NG KATARUNGAN
Department of Justice
Manila

**BIDDING DOCUMENTS
FOR THE
IMPROVEMENT/REHABILITATION
OF FIRE ALARM SYSTEM
OF THE DEPARTMENT OF
JUSTICE**

Bids and Awards Committee
2021



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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



Section II. Instruction to Bidders



1. Scope of Bid

The Procuring Entity, Department of Justice wishes to receive Bids for the *Improvement/Rehabilitation of Fire Alarm System of the Department of Justice (DOJ)*, with Project Identification Number PB22-2021

The scope of works for the project is described in Section VI.B. of the Terms of Reference.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Calendar Year of 2021* in the amount of *Php4,497,309.73*

2.2. The source of funding is *General Appropriation Act 2021*

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have 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, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.



- 5.2. 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 Goods

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

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that *subcontracting is not allowed*.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in 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 PCAB License is required, and in case of joint ventures, a valid special PCAB License, 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 the **IB** shall not be accepted.
- 11.3. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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



14. Bid and Payment Currencies

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

15. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for *one hundred twenty (120) calendar days from the date of 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 (DOJ) requests bidders to submit additional two (2) 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.

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 DOJ-BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

All envelopes shall:

- a. Contain the name of the contract to be bid in capital letters;
- b. Bear the name and address of the Bidder capital letters;
- c. Be addressed to the Procuring Entity's BAC;
- d. Bear the specific identification of this bidding process indicated in the IB;
- e. Bear a warning "DO NOT OPEN BEFORE..." the date and time of the opening of bid as specified in the IB.

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



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 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

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

21. Signing of the Contract

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



Section III. Bid Data Sheet



Bid Data Sheet

ITB Clause																									
5.2	For this purpose, contracts similar to the Project shall be: a. Improvement/Rehabilitation of Fire Alarm System of the Department of Justice (DOJ)																								
7.1	<i>Subcontracting is not allowed.</i>																								
10.3	Valid Philippine Contractors Accreditation Board (PCAB), Small B License Category “C” for Building (GB-1) and Specifically for Fire Protection Work (SP-FP).																								
10.4	The key personnel must meet the required minimum years of experience set below: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">General Experience</th> <th style="text-align: center;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;">5 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Project Engineer</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">2 years</td> </tr> <tr> <td>Mechanical Engineer</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">2 years</td> </tr> <tr> <td>Electrical Engineer</td> <td style="text-align: center;">2 years</td> <td style="text-align: center;">2 years</td> </tr> <tr> <td>Materials Engineer</td> <td style="text-align: center;">2 years</td> <td style="text-align: center;">2 years</td> </tr> <tr> <td>Safety Officer</td> <td style="text-align: center;">2 years</td> <td style="text-align: center;">2 years</td> </tr> <tr> <td>Foreman/Technician</td> <td style="text-align: center;">5 years</td> <td style="text-align: center;">3 years</td> </tr> </tbody> </table>	Key Personnel	General Experience	Relevant Experience	Project Manager	5 years	3 years	Project Engineer	3 years	2 years	Mechanical Engineer	3 years	2 years	Electrical Engineer	2 years	2 years	Materials Engineer	2 years	2 years	Safety Officer	2 years	2 years	Foreman/Technician	5 years	3 years
Key Personnel	General Experience	Relevant Experience																							
Project Manager	5 years	3 years																							
Project Engineer	3 years	2 years																							
Mechanical Engineer	3 years	2 years																							
Electrical Engineer	2 years	2 years																							
Materials Engineer	2 years	2 years																							
Safety Officer	2 years	2 years																							
Foreman/Technician	5 years	3 years																							
10.5	The Contractor must have the necessary equipment, tools, facilities and other means necessary to perform the contract in accordance with the scope of works.																								
12	<i>Alternate Bid shall not be accepted.</i>																								
15.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount not less than <i>Php89,946.20</i> if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount not less than <i>Php224,865.49</i> if bid security is in Surety Bond.																								
19.2	Partial bids is not allowed.																								
20	Post-Qualification: Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the DOJ-BAC that it submitted the																								



	<p>Lowest Calculated Bid, the Bidder shall submit the following documentary requirements:</p> <ul style="list-style-type: none">a. Certificate of <i>PhilGEPS Registration</i>, if the bidder opted to submit Class “A: documents during bid submission;b. Latest <i>Income and Business Tax Returns</i> filed and paid through the BIR Electronic Filing and Payment System (eFPS);
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as</p> <ul style="list-style-type: none">1. construction schedule and S-curve;2. manpower schedule, construction methods;3. equipment utilization schedule;4. construction safety and health program, and5. other acceptable tools of project scheduling.



Section IV. General Conditions of Contract



1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligation

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

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



5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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



10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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



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



Section V. Special Conditions of Contract



Special Conditions of Contract

GCC Clause	
2	No further instruction
3.1	The schedule of delivery of the possession of site to the Contractor is base on the Section VI of the Bidding Documents.
6	Bidders are required to conduct site inspection three (3) days from the scheduled pre-bid conference to enable them to submit queries/issues during the said conference (please refer to Section VIII of the Terms of Reference).
7.2	The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period 5 years from the date of issuance of Certificate of Final Acceptance by the Department of Justice (DOJ)
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	No further instructions.
11.2	No further instructions.
13	The amount of the advance payment is <i>15% of the total contract price.</i>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which operating and maintenance manuals are required is during turn-over of the project. The date by which "as built" drawings are required is before final payment.
15.2	No further instructions.



***Section VI. Specification (Please refer to
Annex “A” – Terms of Reference and
Technical Specification)***



***Section VII. Drawings (Please refer to
Annex “B” – Proposed Plan)***



***Section VIII. Bill of Quantities and Bid
Proposal***



Section IX. Checklist of Technical and Financial Documents



DOJ-BAC: Checklist of Technical and Financial Documents

Contract to be Bid: **Improvement/Rehabilitation of Fire Alarm System for the Department of Justice (DOJ)**

Project ID No. - PB22-2021

ENVELOPE 1: TECHNICAL COMPONENT

CLASS “A” DOCUMENTS

LEGAL DOCUMENTS

- a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Or

- Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;

and

Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

and

Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Note: Pursuant to GPPB NPM 018 2017, a bidder may submit their Class “A” Eligibility Documents in lieu of the PhilGEPS Certificate of Registration and Membership, if it has not yet obtained a Platinum Membership; or if already registered under Platinum category, their PhilGEPS Certificate of Registration and Membership in lieu of the uploaded file of Class “A” Documents, or a combination thereof, in the event that some Class “A” documents earlier submitted with PhilGEPS already expired, but a renewal thereof had already been secured. *In case the bidder submits only its Class “A” Documents, the PhilGEPS Certificate of Registration and Membership (Platinum Membership) shall still be submitted as part of the post-qualification documents required under Section 34.2 of the 2016 IRR of RA 9184.*

TECHNICAL DOCUMENTS

- b. Statement of the prospective bidder of all its ongoing and completed government and private contract, including contracts awarded but not yet



started, if any, whether similar or not similar in nature and complexity to the contract to be bid for the past three (3) years;

c. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA 9184, within the relevant period as provided in the Bidding Documents;

d. Valid and current Philippine Contractor's Accreditation Board (PCAB) License;

Or

Special PCAB License in case of Joint Ventures and registration for the type and cost of the contract to be bid;

e. Bid Security under Section 27 of the 2016 revised IRR of RA 9184, in **ANY** of the following forms:

1. Cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit in an amount of not less than 2% of the ABC;
2. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in an amount not less than 5% of the ABC;
3. Original copy of Bid securing declaration.

f. Project Requirements, which shall include the following; (a) Organization chart for the contract to be bid; (b) List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foreman), to be assigned to the contract to be bid, with their complete qualifications 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;

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 Supplier's **latest** audited financial statements (FYs 2019 and 2020), showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the two preceding calendar years prior to the date of bid submission;



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

CLASS "B" DOCUMENTS

- j. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful *Note: If there is no JVA, a separate paper shall be attached indicating that the "JVA is not applicable" or "There is no JVA".*

ENVELOPE 2: FINANCIAL COMPONENT

- k. Original of duly signed and accomplished Bid Form; **and**
- l. Original of duly signed Bill of Quantities and Bid Proposal, 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. Original of duly signed and accomplished Cash Flow by Month.



Section X. Bidding Forms



Annex 1

Statement of Ongoing and Completed 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

Company Name: _____

Company Address: _____

Name of Client, Address, Contact Nos. and Contact Person	Name of the Contract	Date and Status of the Contract	Nature of Work	Amount of Contract	Contract Value at Completion, If applicable	Date of Completion of the Contract	Percentage of Actual Accomplishment, If applicable	Value of Outstanding Work, if applicable

Note: Copies of post contracts to be submitted only during Post-Qualification if declared as the S/LCB

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position/Designation

Date



Statement of Single Largest Completed Contract (SLCC) of similar to the contract to be bid amounting to at least fifty percent (50%) of the ABC

Company Name: _____

Company Address: _____

Name of Client, Address, Contact Nos. and Contact Person	Name of the Contract	Contract Duration and Nature of Work	Date and Value of the Completion	Amount of Contract	Percentage of Actual Accomplishment	Indicate details of the following: a) Date of Notice of Award; b) Date of Notice to Proceed; c) Date of Certificate of Final Completion or Certificate of Final Acceptance

Note: attach copies of the following documents to this statement:

- a) CPES Final Rating with at least Satisfactory Rating; and
- b) Certificate of Final Completion or Certificate of Final Acceptance

However, contractors under small A and Small 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 the Allowable Range of Contract Cost (ARCC) of the registration based on the guidelines as prescribed by the PCAB.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position/Designation

Date



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]



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, 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 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]



NET FINANCIAL CONTRACTING CAPACITY COMPUTATION
(Please show figures at how you arrived at the NCFE)

Our Net Financial Contracting Capacity (NFCC) which is at least equal to the total ceiling price we are bidding is computer as follows:

CA = Current Asset	₱
LESS	-
CL = Current Liabilities	₱
Sub-total 1	₱
	X 15
Sub-total 2	₱
LESS	-
C = Value of all outstanding or uncompleted portions of the project under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project.	₱
NET FINANCIAL CONTRACTING CAPACITY	₱

Name & Signature of Authorized Representative

Position / Date

Notes:

1. The value of the bidder's current assets and current liabilities must be based on the latest Audited Financial Statement submitted to BIR.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex 1.
3. The detailed computation using the required formula must be shown as provided for in Annex 5.
4. The NFCC computation must at least be equal to the sun of ABC of the project.



PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by _____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, representative herein by its _____, _____ hereafter referred to as “_____”.

-and-

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with office located at _____, _____, represented herein by its _____, _____ hereinafter referred to as “_____”;

For submission to the **Bids and Awards Committee of the Department of Justice**, pursuant to Section 23.1 (b) of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the Department of Justice pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Project ID No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THEREFORE, in consideration of the forgoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the DOJ-BAC a duly signed and notarized copy thereof **within ten (10) calendar days** from receipt of Notice from the DOJ-BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as case may be).

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:



JV Partner (Name of Company)

Authorized Representative of the JV Partner: (Per attached Secretary’s Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

That Finally, failure on our part to enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance of DOJ of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by DOJ under the provisions of RA 9184 and its Revised IRR, without any liability on the part of DOJ.

This Undertaking shall form an integral part of our Eligibility Documents for the above-mentioned project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

JV Partner 1’s Representative/Authorized Signatory

JV Partner 2’s Representative/Authorized Signatory

[Jurat]

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



JVA
is
not applicable

Name & Signature of Authorized Representative

Position/Designation

Date



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

BID FORM

Date : _____

Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within 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 guidelines² 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

² currently based on GPPB Resolution No. 09-2020



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: _____



Section XI. Guidelines for Online Submission of Bids



REVISED ONLINE BID SUBMISSION FILE GUIDE

- Files to be submitted must be password-protected .ZIP file using two different passwords with the following filenames:

<bidder's name>_financialproposal.zip

<bidder's name>_technicalproposal.zip

- The *<bidder's name>_financialproposal.zip* file contains a folder named “financial” with the following file:

<i>financialproposal.pdf</i>	Scanned copy of duly signed and accomplished Financial Bid Form
	Scanned copy of the original duly signed Bill of Quantities and Bid Proposal, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid
	Scanned copy of the original of duly signed and accomplished Cash Flow by Month canned copy of recurring and maintenance cost, if applicable.

- The *<bidder's name>_technicalproposal.zip* file contains a folder named “technical” with the following files:

<i>a. philgeps.pdf</i> OR <i>SECcertificate.pdf/DTIregistration.pdf /CDAreistration.pdf</i> <i>mayorspermit.pdf</i> <i>taxclearance.pdf.</i>	<i>Scanned copy of PhilGEPS Certification of Registration (Platinum Membership) (all pages); or</i>
	Scanned copy of Registration Certificate from the Securities and Exchange Commission (SEC), for corporations / partnerships, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and
	Scanned copy of Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
	Scanned copy of Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).



<i>b. ongoing.pdf</i>	Scanned copy of 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 for the past three (3) years;
<i>c. slcc.pdf</i>	Scanned copy of statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA 9184, within the relevant period as provided in the Bidding Documents;
<i>d.pcablicense.pdf</i>	Scanned copy of a valid and current Philippine Contractor's Accreditation Board (PCAB) License or Scanned copy of the special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid;
<i>d.bidsecuirty.pdf</i>	Scanned copy of Bid Security (any form). If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or scanned copy of Notarized Bid Securing Declaration;
<i>eprojectrequirement.pdf</i>	Scanned copy of the Project Requirements, which shall include the following; (a) Organization chart for the contract to be bid; (b) List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foreman), to be assigned to the contract to be bid, with their complete qualifications 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
<i>f.swornstatement.pdf</i>	Scanned copy of 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.
<i>g.auditedfinancial.paf</i>	Scanned copy of Supplier’s latest audited financial statements (FY 2019 and 2020), showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the two (2) preceding calendar year prior to the date of bid submission; and
<i>h.nfcc.pdf</i>	Scanned copy of prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).
<i>i.jva.pdf</i>	Scanned copy of duly signed joint venture agreement (JVA) in case the joint venture is already in existence or scanned copy of 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 or <i>If there is no JVA, there must be a separate scanned paper which indicates that the “JVA is not applicable” or “There is no JVA”.</i>

4. Generate hashes for both files using the SHA-256 hashing algorithm.
5. Only during the opening of the respective bid submission shall the passwords of the bidding documents be disclosed thru the Google Meet chatbox window. Hence, the presence of the bidder’s representative/s shall be mandatory to ensure the integrity, security and confidentiality of the bids submitted.
6. Bids may be submitted via email thru **bac-secretariat@doj.gov.ph** copy furnished the Procurement Management Division (PMD) via **pmd@doj.gov.ph** with the following “subject” format: Bid Submission – “Project Title”. The bidder shall also include in the email the name of its authorized representative/s and an acknowledgment that they have understood the rules and regulations of the Department
7. The file size of the bid submission, preferably, shall not exceed 15 MB, Hence, bidders are advised to optimize the size file for easier transmission and downloading.



8. The bidder is required to include in its bid submission the two (2) file hashes generated in step 4. It is the bidder's responsibility that the file hashes submitted in the email match with the hashes of the attached archived files.
9. Bidders shall make sure that its bid submission is operational (not corrupted). In the event that the password protected document cannot be opened or corrupted, the bidder shall be disqualified.