

# PHILIPPINE BIDDING DOCUMENTS

## Procurement of Services for Waterproofing of Dorm D and E Buildings (Rebid)

Government of the Republic of the  
Philippines



**Administrative Service – General Services Division (AS-GSD)**

**2023-AdmS4(004)-BI-CB-032a**

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore

protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***





sheet and payment of a non-refundable fee for the Bidding Documents to the **DepEd Cashier**.

Payment in checks should be made payable to **DECS OSEC Trust**.

- b. Interested Bidders may signify their intent to purchase the Bidding Documents through email at [depedcentral.bacsecretariat@deped.gov.ph](mailto:depedcentral.bacsecretariat@deped.gov.ph) by accomplishing a bidder's information sheet (**Annex "A"**). Upon receipt of the bidder's information sheet, the BAC Secretariat Division will send through email the details of the DECS OSEC 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.

Amount of Bidding Documents shall be ***Philippine Pesos Five Thousand and 00/100 (PhP5,000.00)***.

6. The **DepEd** will hold a pre-bid conference for this Project on **November 17, 2023, 09:00 A.M.** at **Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**, which shall be open to prospective contractors.
7. Bids must be duly received by the BAC Secretariat on or before **08:30 A.M. of November 29, 2023** at **Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**.

For early submission of bids, you may submit at DepEd Procurement Management Service – BAC Secretariat Division, Room M-511, 5th Floor, Mabini Building, DepEd Complex, Meralco Avenue, Pasig City.

**Late bids shall not be accepted.**

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **November 29, 2023, 9:00 A.M. at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Only **one (1) representative** per bidder will be allowed to enter inside the venue.

**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 **DepEd** 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:

**GERALDINE M. COMBALICER**

Technical Assistant II

Procurement Management Service - BAC Secretariat Division

Rm. M-511, 5th Floor, Mabini Bldg.

DepEd Central Office Complex Meralco Avenue, Pasig City

Telephone Nos. 8636-6542 or 8633-9343

Email address: **depedcentral.bacsecretariat@deped.gov.ph**

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/>

<https://www.deped.gov.ph/>

*Date of Issuance of Bidding Documents: **November 10, 2023***

**(SGD.)**

**ALMA RUBY C. TORIO**

*Assistant Secretary and BAC I Chairperson*

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

## 1. **Scope of Bid**

The Procuring Entity, **Department of Education (DepEd)**, through its **Administrative Services – General Services Division (AS-GSD)** invites Bids for the **Procurement of Services for Waterproofing of Dorm D and E Buildings (Rebid)** , with Project Number **2023-AdmS4(004)-BI-CB-032a**.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, as described in **Section VI (Schedule of Requirements)** and **Section VII (Technical Specifications)**.

## 2. **Funding Information**

2.1. The GOP through the source of funding as indicated below for **General Appropriations Act (GAA) 2023** in the amount of **Philippine Pesos One Million, Nine Hundred Ninety-Eight Thousand, Three Hundred Forty-Six and 60/100 (PhP1,998,346.60)**.

2.2. The source of funding is the **GAA 2023** under **2023 GMS (Current Funds)**. Pursuant to **NBC No. 590**, the funds for this project shall be valid for release, obligation, and disbursement until **December 31, 2023**, subject to any subsequent issuance to this effect.

## 3. **Bidding Requirements**

The Bidding for the Project shall be governed by 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 verified and accepted the general requirements of this project, have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as (a) location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (d) 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 (e) 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, subject to Domestic Preference requirements under **ITB** Clause 18.

#### **7. Subcontracts**

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 **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 X. 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. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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, for both the Design Phase (i.e., Architect, Structural Engineer, Electrical Engineer, Sanitary Engineer or Master Plumber, Mechanical Engineer and Draftsmen) and Construction Phase (i.e., Project Manager, Project Engineer, Structural Engineer, Sanitary Engineer or Master Plumber, Professional Electrical Engineer, Professional Mechanical Engineer, Foreman, Administrative Support) 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 [Not Applicable].

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

14.2. Payment of the contract price shall be made in **Philippine Pesos**.

## **15. Bid Security**

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

15.2. The Bid and bid security shall be valid **120 calendar days**. 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. **Any discrepancy between the hard/paper copies and the copies contained and as presented in the USB Flash Drive the former shall prevail.**

**17. Deadline for Submission of Bids**

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

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

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

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

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

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

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

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

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



**20. Post Qualification**

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

**21. Signing of the Contract**

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

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

# Bid Data Sheet

<b>ITB Clause</b>																	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work on <b>Waterproofing Services</b> .																
7.1	Subcontracting shall <b>NOT</b> allowed.																
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Key Staff, and Support Staff, if any</th> <th style="width: 25%;">Educational Qualification</th> <th style="width: 25%;">Experience</th> <th style="width: 25%;">Training</th> </tr> </thead> <tbody> <tr> <td>Site / Construction Supervisor (Architect, Engineer)</td> <td>Licensed Architect or Civil Engineer</td> <td>Duly licensed to practice their respective professions, with at least three (3) years' experience in their fields of specialization</td> <td>With five (5) years hands-on training / practical experience in construction, site supervision and construction site management.</td> </tr> <tr> <td>Safety Officer</td> <td>Preferably graduate of Engineering</td> <td>Accredited Safety Officer which had a Certificate of Construction, Occupational Safety and Health (COSH), Training from the DOLE accredited Training Agencies or Organization.</td> <td>Basic Occupational Safety and Health Training (BOSH) and with five (5) years hands-on training / practical experience in constructions Safety Officer</td> </tr> <tr> <td>General Foreman</td> <td>Preferably graduate of Civil Engineering</td> <td>With at least three (3) years of experience in construction</td> <td>With five (5) years hands-on training / experience as a foreman for other construction sites.</td> </tr> </tbody> </table>	Key Staff, and Support Staff, if any	Educational Qualification	Experience	Training	Site / Construction Supervisor (Architect, Engineer)	Licensed Architect or Civil Engineer	Duly licensed to practice their respective professions, with at least three (3) years' experience in their fields of specialization	With five (5) years hands-on training / practical experience in construction, site supervision and construction site management.	Safety Officer	Preferably graduate of Engineering	Accredited Safety Officer which had a Certificate of Construction, Occupational Safety and Health (COSH), Training from the DOLE accredited Training Agencies or Organization.	Basic Occupational Safety and Health Training (BOSH) and with five (5) years hands-on training / practical experience in constructions Safety Officer	General Foreman	Preferably graduate of Civil Engineering	With at least three (3) years of experience in construction	With five (5) years hands-on training / experience as a foreman for other construction sites.
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General Foreman	Preferably graduate of Civil Engineering	With at least three (3) years of experience in construction	With five (5) years hands-on training / experience as a foreman for other construction sites.														
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"> <li>a. The amount of not less <b>Php 39,966.93</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>Php 99,917.33</b>, if bid security is in Surety Bond.</li> </ol>																
15.2	Bid securities, other than a Bid Securing Declaration, shall be turned over to the DepEd Cash Division for custody. The Bid Securing																

	<p>Declaration shall be under the custody of the BAC Secretariat.</p> <p>Bid Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information or feature of the document.</p>
16	<p>Prospective contractors shall enclose their original eligibility and technical documents in a <b>sealed envelope</b> marked as <b>“ORIGINAL – TECHNICAL PROPOSAL.”</b> Copies thereof shall be similarly sealed in envelopes marked as <b>“COPY NO. 1 – TECHNICAL PROPOSAL”</b> and <b>“COPY NO. 2 – TECHNICAL PROPOSAL.”</b> In addition, the USB Flash Drive containing the soft copy of the original eligibility and technical documents shall be submitted and marked as <b>“USB Flash Drive.”</b> The said envelopes containing the original and the copies, and the flash drive shall then be enclosed in one single envelope submitted and marked as <b>“TECHNICAL PROPOSAL”</b>. On the other hand, the original of their financial documents shall be enclosed in <b>another sealed envelope</b> marked as <b>“ORIGINAL – FINANCIAL PROPOSAL.”</b> Copies thereof shall be similarly sealed in envelopes submitted and marked as <b>“COPY NO. 1 – FINANCIAL PROPOSAL”</b> and <b>“COPY NO. 2 – FINANCIAL PROPOSAL.”</b> The USB Flash Drive containing the soft copy of the original financial documents shall be submitted and marked as <b>“USB Flash Drive.”</b> The said envelopes containing the original and the copies, and the flash drive shall then be enclosed in one single envelope marked as <b>“FINANCIAL PROPOSAL.”</b> Further, the envelopes marked as <b>“TECHNICAL PROPOSAL”</b> and <b>“FINANCIAL PROPOSAL”</b> shall be enclosed and/or sealed in an outer envelope marked as <b>“MOTHER ENVELOPE.”</b> <i>(See Illustration 1).</i></p> <p><b>Any discrepancy between the hard/paper copies and the copies contained and as presented in the USB Flash Drive the former shall prevail.</b></p> <p>Original copies of the Class “A” Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor’s Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s) for validation.</p> <p>To facilitate the receipt and classification of bid envelopes, <b>mother envelope shall be RED, the inner envelope containing Technical Proposal shall be Blue, the inner envelope containing Financial Proposal shall be Green,</b> and the <b>Post-Qualification Documents</b> shall be <b>Brown.</b></p> <p>Post-qualification documents may be submitted during the bidding but this does not disqualify bidders who will not submit post-qualification documents during bid submission.</p>

	<p><b>Note: Each Bidder shall submit three (3) paper copies (i.e, one (1) original and two (2) copies) of its bid and two (2) USB Flash Drive electronics copies (one Technical Component and one Financial Component). The E-copy of the Price Schedule must be in the form of Excel and PDF.</b></p> <p><b>Unsealed or unmarked bid envelopes, shall be rejected.</b> 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><b>Online submission of bids is not allowed.</b></p>
19.3	<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</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 percent (10%) of the ABC of the lots 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 any case, the NFCC computation or committed line of credit, 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 foreign joint venture, the NFCC shall be computed based on the Audited Financial Statements of the <b>LOCAL LEAD PARTNER</b>, <u>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</u></p>

	<p><u>joint venture or the minority partner of the joint venture shall be computed.</u></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>
20.1	<p>Within a non-extendible period of <b>five (5) calendar days</b> from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:</p> <p>a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;</p> <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p> <p>b. Other appropriate licenses and permits required by law and stated in the <b>BDS</b>.</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/submit the following:</p> <p>a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Single Largest Completed Contract 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 Class "A" Eligibility documents.</p> <p>During post-qualification, compliance of the infrastructure works offered with the requirements specified in this bidding document shall be determined, including the following:</p>

- i. **As per Section 34.3, b.i, of the IRR of R.A. 9184**, verification and validation of the bidder's stated competence and experience, and the competence and experience of the bidder's key personnel to be assigned to the project, for the procurement of Infrastructure Projects.
- ii. **As per Section 34.3, b.ii, item a to d, of the IRR of R.A. 9184**, verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder for use in the contract under bidding, as well as checking the performance of the bidder in its ongoing government and private contracts, if any of these ongoing contracts shows:
  - a. Negative slippage of at least fifteen percent (15%) in any one project or a negative slippage of at least ten percent (10%) in each of two (2) or more contracts;
  - b. Failure of the contractor to commence repair works on ongoing contracts within seven (7) calendar days and to complete them within thirty (30) calendar days after receipt of the DepEd's notice of defects and deficiencies;
  - c. Failure of the contractor to commence repair works on contracts with pending certificates of acceptance within thirty (30) calendar days and complete them within ninety (90) days after receipt of the DepEd's notice of defects and failures;

Or

  - d. Substandard quality of work as per contract plans and specifications, or unsatisfactory performance of the contractor's obligations as per contract terms and conditions, at the time of inspection.

If the BAC verifies any of these deficiencies to be due to the bidder's fault or negligence, the BAC shall disqualify the contractor from the award, for the Procurement of Infrastructure Projects.

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.

To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in *Section II. ITB 20*.

	<p>The envelope shall be placed in a <b>brown</b> envelope and marked:</p> <p>ITB 20 Documents</p> <p style="padding-left: 40px;">Name of Project: _____</p> <p style="padding-left: 40px;">Bid Opening Date: _____</p> <p style="padding-left: 40px;">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>
21	<p>Signing of the Contract-Other Documents Forming Part of the Contract</p> <p>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 style="list-style-type: none"> <li>1. Construction Schedule and S-curve;</li> <li>2. PERT/CPM</li> <li>3. Manpower schedule;</li> <li>4. Construction methods;</li> <li>5. Equipment utilization schedule; and</li> <li>6. Construction safety and health program approved by the Department of Labor and Employment</li> </ol>



***Section IV. General Conditions of  
Contract***

## 1. **Scope of Contract**

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

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

## 2. **Sectional Completion of Works**

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

## 3. **Possession of Site**

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

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

## 4. **The Contractor's Obligations**

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

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

## **5. Performance Security**

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

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

## **7. Warranty**

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

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

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

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

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

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

fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

#### **10. Dayworks**

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

#### **11. Program of Work**

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

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

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

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

#### **13. Advance Payment**

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

#### **14. Progress Payments**

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

**15. Operating and Maintenance Manuals**

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

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

# Special Conditions of Contract

GCC Clause	
1	The <b>Contract</b> consists of the scope of works indicated in the <b>Section VI (Terms of Reference and Scope of Requirement)</b> .
2	The <b>Intended Completion/Contract Duration</b> of the project must occur within <b>sixty (60) calendar days to commence within ten (10) calendar days upon receipt of the Notice to Proceed (NTP)</b> .
3	The <b>DepEd</b> shall give possession of all parts of the Site to the Contractor after submission of the notarized Contract by the Contractor to the <b>DepEd</b> and on or before date of receipt of the NTP by the Contractor.
4	<p>The Contractor's Obligations shall be as follows:</p> <ol style="list-style-type: none"> <li>1. Assign accredited project engineers/project architect from the start until completion stage of the Works;</li> <li>2. Provide warning signage, project signboard, and contractors project log book;</li> <li>3. Secure entry/stay-in permit attaching therewith the profile of all workers, such as bio-data, who will enter the premises. These shall serve as reference for the DepEd CO security personnel;</li> <li>4. Submit Statement of Works Accomplishment and Narrative report as requirement of the billing request;</li> <li>5. Submit weekly progress reports with attached progress photos to the Director of Administrative Service with completed signed by the contractor project implementation team;</li> <li>6. Submit As-built Plan as signed and sealed by the Licensed Engineer/Architect per Engineering Discipline as requirement in the billing request;</li> <li>7. Provide delivery receipt or list of all materials brought inside the compound including the list of equipment and tools;</li> <li>8. Provide complete uniform with ID and basic PPE for all the construction workers and personnel; and</li> <li>9. Submit detailed estimate reflecting the derivation of Labor Cost, Materials Cost and Equipment Cost.</li> </ol>
7.2	<b>Warranty against Structural Defects/ Failures</b>

	<p>The warranty shall cover a period of <b>one (1) year</b> from the date completion of Work up to the final acceptance of DepEd. The Contractor shall undertake the Works. The Contractor shall undertake the repair works, at his own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time the DepEd has issued an order to undertake repair.</p>
10	No dayworks are applicable to the contract.
13	<p><b>Advance Payment</b></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 to and acceptance by DepEd 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.</p>
14	<p><b>Full Payment</b></p> <p>The Contractor/Supplier may submit a request for <b>100% payment of the Contract Price</b> provided that <b>100% of the works have been accomplished</b> as certified by the authorized representative of DepEd.</p> <p>Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</p>
15.1	<p><b>The date by which “as built” drawings are required is [date].</b></p> <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 <b>7 calendar days</b> 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.</p>



## ***Section VI. Terms of Reference and Scope of Requirement***



## SCOPE OF SERVICES

### I. PROJECT TITLE:

#### **PROCUREMENT OF SERVICES FOR WATERPROOFING OF DORM D AND E BUILDINGS (REBID)**

### II. OBJECTIVES:

- a. To prevent water leak penetration that could cause damage, danger, and deterioration of Dorm D and E Buildings; and
- b. To be able to occupy the Dorm D and E Buildings as additional rooms/offices

### III. DETAILED WORK DESCRIPTION FOR THE CONTRACTOR:

#### **Surface Preparation**

- a. The concrete substrate must be sound and of sufficient compressive strength (minimum 25 N/mm<sup>2</sup>) with a minimum pull strength of 1.5 N/mm<sup>2</sup>. Substrate moisture should not exceed 5% (use moisture meter in accordance of [ASTM D 4263](#)).
- b. The substrate must be clean and free from all traces of loose materials, old coatings, curing compounds, release agents, laitance, oil grease, etc. It should be saturated surface dry (SSD) condition.
- c. Structurally unsound layers or surface contaminants must be mechanically removed by abrasive blast tracking, shot blasting, scarifying or grinding. Substrate heavily impregnated with oil must be cleaned by torching, using suitable solvent or degreaser substance.
- d. Weak concrete must be removed and surface defects such as blow holes and voids must be fully exposed. All ducts, loose and friable materials must be completely removed from all surfaces before application of water proofing.
- e. For any crack repair procedure, use Epoxy Injection or Clear Epoxy or whichever applicable approved by the DepEd Engineer / Architect.
- e. Cleaning, lowering and hauling of debris outside the DepEd premises to contractor's dumping site. Leave finish work and work area in a net, clean condition without evidence of spillovers into adjacent areas.

#### **IV. APPROVED BUDGET FOR THE CONTRACT**

The Approved Budget for the Contract (“ABC”) for this project **One Million Nine Hundred Nine-Eight Thousand Three Hundred Forty-Six and Sixty Pesos (Php1,998,346.60)**, inclusive of all applicable taxes and service charges, and subject to the usual government accounting and auditing regulations.

#### **V. ROLES AND RESPONSIBILITIES OF THE END USER**

- a. Provide the contractor a directive to facilitate the completion of the market study;
- b. Constantly coordinate with the contractor on the planning and implementation of the market study;
- c. Pay the contractor’s project cost inclusive of mandatory taxes and in accordance with the set payment schedule; and
- d. The contractor shall be engaged by the DepEd and shall submit outputs directly to the designated project manager within DepEd for review and endorsement for payment.

#### **VI. ROLES AND RESPONSIBILITIES OF THE CONTRACTOR**

- a. Contractor shall assign Accredited project engineers/project architect from the start until completion stage;
- b. Contractor/Service provider shall provide warning signages, project signboard, contractors project log book
- c. Contractor shall secure permit to entry/ permit to stay-in with attached profile of all worker's such as Bio-data for those who will enter within the premises as reference of the DepEd-CO security guards;
- d. Contractor shall provide submit Statement of works accomplishment and Narrative report as requirement of the billing request;
- e. Contractor shall submit weekly progress reports with attached progress photos to the Director of Administrative Service with completed signed by the contractor project implementation team;
- f. Contractor shall provide submit As-built Plan with complete signed and sealed by the License Engineer /Architect per Engineering Discipline as requirement in the billing request;
- g. Contractor shall provide delivery receipt or list of all materials brought inside the compound including the list of equipment and tools;
- h. Contractor shall provide complete uniform with ID and basic PPE for all the construction worker and personnel;
- i. Contractor/Service provider submitted Detailed estimate which part of the Technical folder in bidding documents must be reflected the derivation of Labor Cost, Materials Cost and Equipment Cost.
- j. Contractor shall ensure that any substance used for the project should not be hazardous to the health Deped employees.

#### **VII. DURATION OF CONTRACT**

The Contract Duration shall be required sixty (60) calendar days from the receipt of the Notice to Proceed NTP.

**VIII. WARRANTY**

The warranty shall be One (1) year on services reckoned from the date of final turnover and acceptance.

**IX. TERMS OF PAYMENT**

The end user shall pay 100% of the contracted Service Provider upon completion of the project, subject to the issuance of Certificate of Final Acceptance and other documentary requirements as may be required under existing and regulations and other issuances.

## ***Section VII. Drawings***

Please refer to **Annex “B”**

## ***Section VII. Program of Works***

Please refer to **Annex “C” (Bill of Quantities)**

## **PROGRAM OF WORKS**

Please refer to **Annex “D” (Detailed Cost Estimate)**

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



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

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**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 guidelines<sup>1</sup> 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.

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<sup>1</sup> currently based on GPPB Resolution No. 09-2020

- 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: \_\_\_\_\_



Republic of Philippines  
**DEPARTMENT OF EDUCATION**

*DepEd Complex, Meralco Avenue, Pasig City*  
*Trunk Line (08) 632-13-61, Website <http://www.deped.gov.ph>*



**PROJECT:**

**CONTRACT NO.:**

**CONTRACT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its \_\_\_\_\_, \_\_\_\_\_ as per Department Order No. 001, s. 2023 and Office Order OO-OSEC-2023-60 (hereinafter referred to as “**DEPED**”); and \_\_\_\_\_, represented herein by its \_\_\_\_\_, \_\_\_\_\_, with office address at \_\_\_\_\_, Philippines (hereinafter referred to as “\_\_\_\_\_”) as per (Omnibus Sworn Statement/Secretary’s Certificate/Special Power of Attorney) dated \_\_\_\_\_ (hereto attached as Annex “A”).

**DEPED** and \_\_\_\_\_ are collectively called “**PARTIES.**”

**WHEREAS, DEPED** invited bids for the \_\_\_\_\_ (hereinafter called “**the Work**”) consisting of \_\_\_\_ lots, and received bids from \_\_\_\_ for Lot No. \_\_\_\_; **DEPED** opened, read, and evaluated the bids of the bidders and declared \_\_\_\_ as having the Lowest Calculated Bid for Lot No. \_\_\_\_; after evaluation, **DEPED** post-qualified and declared the bid of \_\_\_\_ as the Lowest Calculated Responsive Bid for Lot No. 1 in the sum of **PHILIPPINE PESOS \_\_\_\_\_ MILLION, \_\_\_\_\_ THOUSAND, \_\_\_\_\_ HUNDRED and \_\_\_\_/100 (PhP\_\_\_\_\_)** ONLY, (hereinafter called the “Contract Price”) for the execution and completion of such Works and the remedying of any defects therein, detailed as follows:

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be attached, deemed to form, and be read and construed as integral part of this Contract, to wit:
  - i. Philippine Bidding Documents (PBD);
    - a. Terms of Reference;
    - b. Drawings/Plans;
    - c. Specifications;
    - d. Bill of Quantities; and
    - e. General and Special Conditions of the Contract;
  - ii. \_\_\_\_\_’S bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - iii. Performance Security;

- iv. Notice of Award of Contract and \_\_\_\_\_'S conforme thereto; and
  - v. Other contract documents required by existing laws and/or **DEPED** in the PBD. \_\_\_\_\_ agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.
3. \_\_\_\_\_ shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that \_\_\_\_\_ is in default of any of its obligation under this contract. \_\_\_\_\_ shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from **DEPED**, to ensure that it is in force and effect for the whole duration of the contract.
  4. \_\_\_\_\_ shall perform the Works contemplated in this Contract within \_\_\_\_\_ **calendar days** from receipt of the Notice to Proceed or from the date as may be indicated in the Notice to Proceed;
    - 4.1. The Works shall cover the \_\_\_\_\_ as indicated in the Program of Works and Bill of Quantities.
  5. The Works, including all materials and equipment used, under this Contract should conform to and comply with the standards mentioned in the Terms of Reference and Scope of Works of the Bidding Documents, which are hereto attached as Annex "B" and made an integral part hereof;
  6. In case \_\_\_\_\_ encounters condition(s) delaying completion of Works, \_\_\_\_\_ shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s), and any request for work suspension and/or contract completion period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. \_\_\_\_\_ must provide sufficient proof to support any request for work suspension and/or contract completion period extension;
  7. The **Contract Price** shall be paid to \_\_\_\_\_ in accordance with the following disbursement, accounting and auditing procedures:
    - 7.1. 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 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.
    - 7.2. \_\_\_\_\_ may submit a request for payment together with a statement of work accomplished in the following manner:

Schedule of Payment	Amount	Work Accomplished
		\

The aforementioned statement of work accomplished shall be certified by the assigned authorized representative of **DEPED**.

8. \_\_\_\_\_ shall be liable for liquidated damages for the delay in its performance of the Contract in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to \_\_\_\_\_, or collect from any of the securities or warranties posted by \_\_\_\_\_, whichever is convenient to **DEPED**. Payment of liquidated damages shall not affect \_\_\_\_\_'s liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances;
9. The Warranty shall cover a period of one (1) year from the completion of Works up to the final acceptance of the same by **DEPED**. In case \_\_\_\_\_ fails to undertake the Works required under Section 62.2.2 of the Revised IRR of RA No. 9184, **DEPED** shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding.
10. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.

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

*SIGNED, SEALED AND DELIVERED BY:*

\_\_\_\_\_  
 \_\_\_\_\_  
 DEPED

\_\_\_\_\_  
 Authorized Representative  
 \_\_\_\_\_

*SIGNED IN THE PRESENCE OF:*

\_\_\_\_\_  
 DEPED's Witness

\_\_\_\_\_  
 Witness

CERTIFIED FUNDS AVAILABLE:

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Chief Accountant

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO MANILA ) S.S

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public in and for \_\_\_\_\_,  
Philippines, this \_\_\_\_ day of \_\_\_\_\_ 2021 personally appeared:

**NAME**

**GOVERNMENT  
ISSUED ID**

*(Number, Issued On,  
Issued By)*

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

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2022.

**NOTARY PUBLIC**

## **Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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

### **AFFIDAVIT**

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

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

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

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

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

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

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

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

## **Bid Securing Declaration Form**

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

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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]*

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### 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;
- (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;
- (d) A **valid Philippine Contractors 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) Original copy of **Bid Security**. If in the form of a **Surety Bond**, submit also a certification issued by the Insurance Commission; **or** an Original copy of a 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 personnel (key personnel)** (Site/Construction Supervisor- (Architect/Engineer); sanitary engineer; and safety officer) to be assigned to the contract to be bid, **with their complete qualification and experience data**. The personnel must meet the required minimum years of experience set.
- (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.
- (h) In case of corporation, partnership, joint venture, or cooperative, **submit also a duly notarized Special Power of Attorney, duly notarized Board/Partnership Resolution, or duly notarized Secretary's Certificate** [refer to paragraph no. 2 of the (OSS), refer also to paragraph no. 1 thereof for sole proprietorship];

Financial Documents

- (i) The prospective bidder's **audited financial statements**, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (j) Duly signed **Net Financial Contracting Capacity (NFCC) Computation**, which must be at least equal to the ABC to be bid;

**Class "B" Documents**

- (k) 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.

**II. FINANCIAL COMPONENT ENVELOPE**

- (l) Original of duly signed and accomplished Financial Bid Form;
- (m) **Original** duly signed and priced **Bill of Quantities**
- (n) Duly signed **Detailed Cost Estimates**
- (o) Duly signed **Summary Sheet Indicating the Unit Prices** of construction materials, labor rates, and equipment rentals used
- (p) Duly signed **Cash Flow by Quarter** or **Payment Schedule**

## 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 : \_\_\_\_\_



## JOINT VENTURE AGREEMENT FORM

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between \_\_\_\_\_, of legal age, (civil status), owner/proprietor of \_\_\_\_\_ and a resident of \_\_\_\_\_.

- and -

\_\_\_\_\_, of legal age, (civil status), owner/proprietor of \_\_\_\_\_ and a resident of \_\_\_\_\_.

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the hereunder stated project to be conducted by the (Name of the Procuring Entity).

NAME OF PROJECT	CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that \_\_\_\_\_ and \_\_\_\_\_ own the share and interest of \_\_\_\_\_ and \_\_\_\_\_ [indicate percentage of shares) respectively

That both parties agree that \_\_\_\_\_ and/or \_\_\_\_\_ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this \_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

REPUBLIC OF THE PHILIPPINES) S.S.  
PASIG CITY, METRO MANILA )

A C K N O W L E D G M E N T

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared:

GOVERNMENT-ISSUED IDENTIFICATION CARD

<u>NAME</u>	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

NOTARY PUBLIC  
Until December 31, 20\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20\_\_\_\_\_

**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 institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from date of bid submission.

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

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

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

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

K = 15 regardless of contract duration

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped “RECEIVED” by the BIR or its duly accredited or authorized institution for the preceding year which should not be earlier than two (2) years from date of bid submission.

Submitted by:

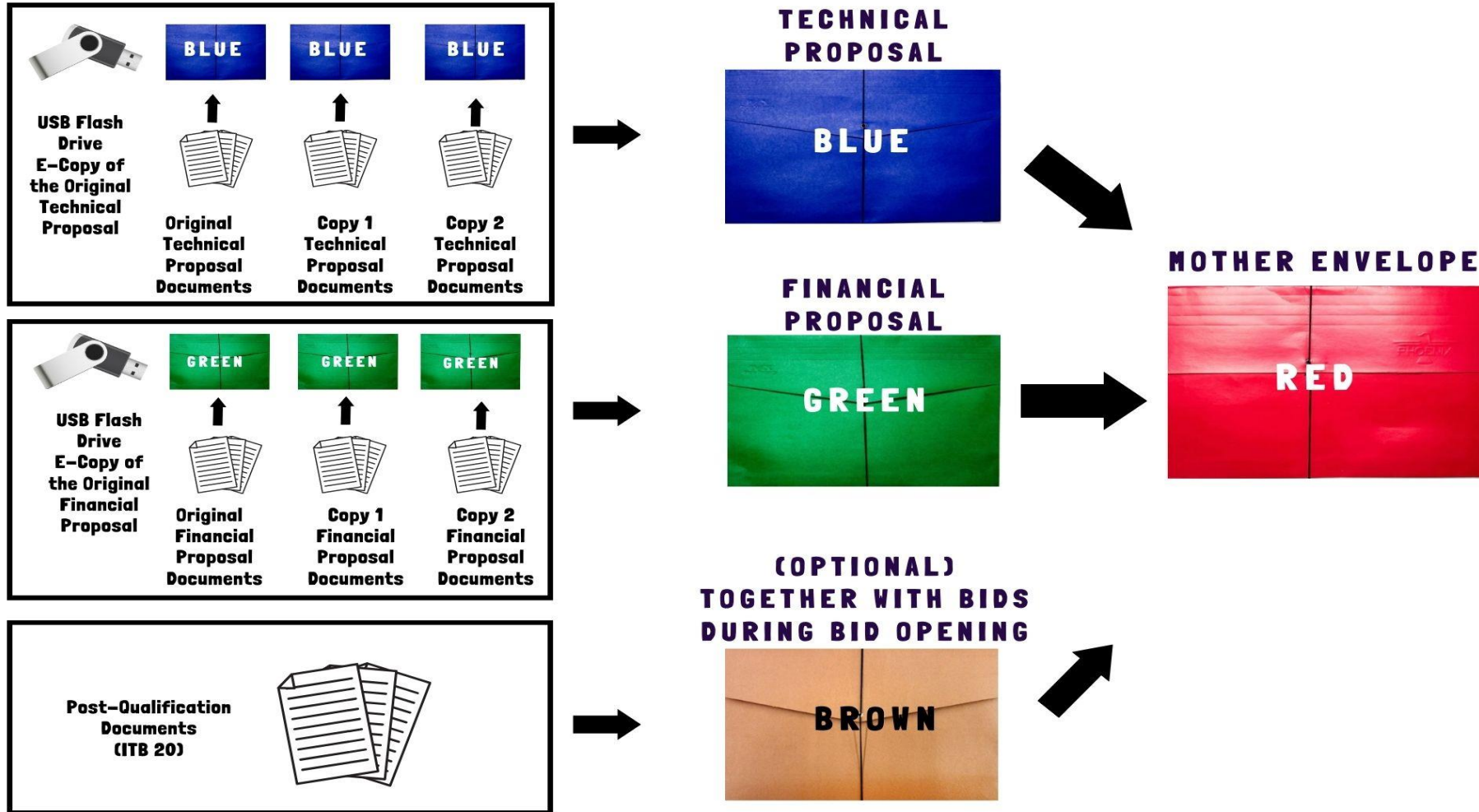
\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

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

*NOTE: If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.*

# SEALING AND MARKING OF BIDS (INFRASTRUCTURES)



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 CENTRAL  
OFFICE  
[VENUE OF BID OPENING]

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

