



**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
BIODIVERSITY MANAGEMENT BUREAU**

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BIDDING DOCUMENTS

**PROPOSED CONSTRUCTION OF
PASSAGEWAY CONNECTION
FROM ADMIN TO NPD, NPD TO
LIBRARY AND LIBRARY TO WRD**

ABC: P2,699,731.21

**BIDS AND AWARDS
COMMITTEE**

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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



Republic of the Philippines
Department of Environment and Natural Resources
BIODIVERSITY MANAGEMENT BUREAU
Ninoy Aquino Parks and Wildlife Center
Quezon Avenue, Diliman, Quezon City
Tel. Nos.: (632) 924-6031 to 35 Fax: (632) 924-0109, (632) 920-4417
Website: <http://www.bmb.gov.ph> E-mail: bmb@bmb.gov.ph

Invitation to Bid
No. 2021-006

**PROPOSED CONSTRUCTION OF PASSAGEWAY CONNECTION FROM ADMIN TO
NPD, NPD TO LIBRARY AND LIBRARY TO WRD**

1. The *Biodiversity Management Bureau*, through the *Government of the Philippines FY 2021* intends to apply the sum of *Two Million Six Hundred Ninety-Nine Thousand Seven Hundred Thirty One Pesos and Twenty One Centavos (P2,699,731.21)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Proposed Construction of Passageway Connection from Admin to NPD, NPD to Library and Library to WRC*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Biodiversity Management Bureau* now invites bids for the above Procurement Project. Completion of the Works is required **110 Calendar Days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from Biodiversity Management Bureau and inspect the Bidding Documents at the address given below from 8:00am to 5:00pm Mondays-Fridays, excluding holidays.
5. A complete set of Bidding Documents may be acquired by interested bidders starting **June 2, 2021** from given address and website/s below and upon presentation of Letter of Intent and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (P5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees
6. The Biodiversity Management Bureau will hold a Pre-Bid Conference on **June 9, 2021, 1:30pm** at the **BMB Training Center, Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City** which shall be open to prospective bidders. An online conferencing platform link will also be provided for those interested bidders who cannot attend the pre-bid conference physically.
7. Bids must be duly received by the BAC Secretariat manual submission at the office address as indicated below, on or before **1:00pm on 21 June 2021**. 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 **June 21, 2021, 1:30pm** at the given address below . Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The opening of bids shall be done through a face to face conference. The conference shall allow at the maximum, two (2) representative per bidder.
11. The *Biodiversity Management Bureau* 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Ms. Rachelle Jenine D. Abuel
Head, BAC Secretariat
Biodiversity Management Bureau
Ninoy Aquino Parks and Wildlife Center
Quezon Avenue, Diliman, Quezon City
Telephone No. 8924-6031 local 221
Email: bacsec@bmb.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: *bmb.gov.ph/bid opportunities/invitation to bid*


ARMIDA P. ANDRES
Vice-Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Biodiversity Management Bureau* invites Bids for the *Proposed Construction of Passageway Connection from Admin to NPD, NPD to Library and Library to WRD*, with *IB No. 2021-006*.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2021* in the amount of *P2,699,731.21*.

2.2. The source of funding is:

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

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors

must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**. Prospective bidder may attend the pre-bid conference through online conferencing on June 9, 2021. We wish to emphasize that the opening of bids shall still be conducted therefore a face to face conference.

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 paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

a. Philippine Pesos.

15. Bid Security

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

15.2. The Bid and bid security shall be valid until ***120 calendar days from the date of opening of bids***. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

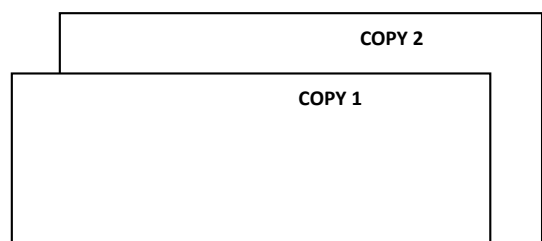
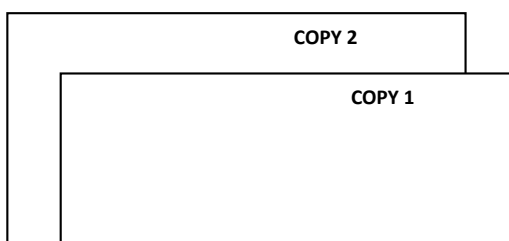
16. Sealing and Marking of Bids

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

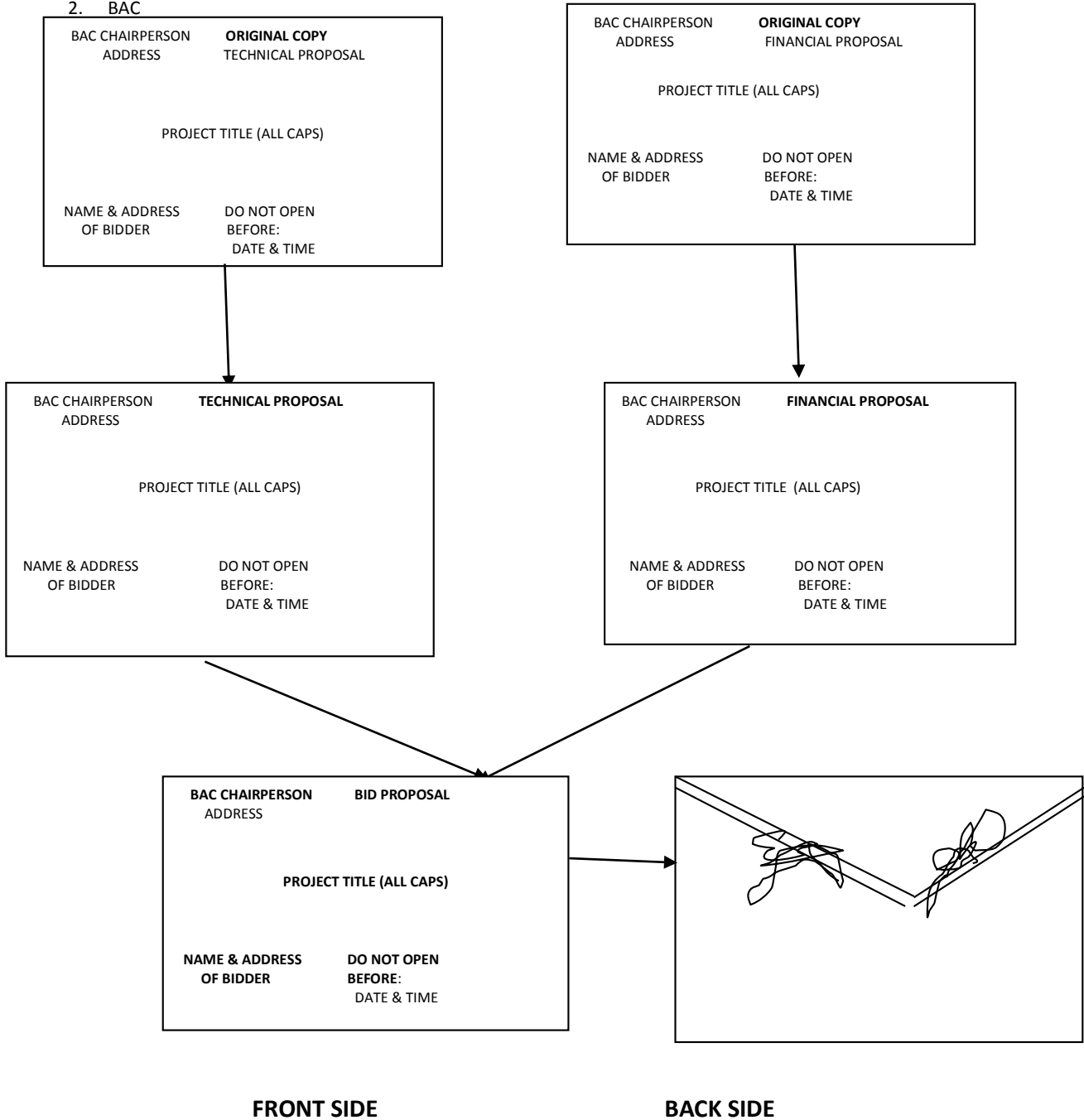
The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

SEALING and MARKINGS of BID ENVELOPES



2. BAC



NOTE : 1. ALL ENVELOPES (ORIGINAL COPY, COPY NO.1 AND COPY NO. 2) MUST BE PROPERLY LABELED, SEALED AND SIGNED INCLUDING THE MOTHER ENVELOPE

2. ALL SUBMITTED DOCUMENTS MUST BE SIGNED BY THE BIDDER'S AUTHORIZED SIGNATORY

3. INDEX TABS/EAR TAGS MUST BE PROVIDED FOR EASY REFERENCE/SCANNING.

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.2	Construction of passageways, footbridges, building, steelworks and other similar structures.
7.1	Sub-contracting is not allowed.
10.3	No additional requirement
10.4	The key personnel must meet the required minimum years of experience set below:
	Key PersonnelGeneral ExperienceRelevant Experience
	1. Project Manager5 years3 years
	2. Project Engineer5 years3 years
	3. Foreman5 years3 years
10.5	The minimum major equipment requirements are the following:
	EquipmentCapacityNumber of Units
	Please refer to the approved Scope of Work
12	Not applicable
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 of not less than P53,994.62 (2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; b. The amount is not less than P134,986.56 (5%) of ABC] if bid security is in Surety Bond.
19.2	Partial bids are not allowed.
20	Not applicable
21	Submit the following prior to signing contract: 1. Project Schedule/Work Plan 2. Manpower Schedule

Section IV. General Conditions of Contract

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.

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).

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.

The Contractor's Obligations

- 4.1 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.
- 4.2 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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	<i>Not applicable.</i>
4.1	<i>Not applicable.</i>
6	<i>After site inspection, the prospect bidder shall submit a site investigation report, attached to the their proposed design, to determine deviations from the drawings/plans by the BMB. Such report shall be reviewed by BMB in-house engineers and will form part of the bid requirements.</i>
7.2	<i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:] Five (5) years.</i>
10	<i>No dayworks are applicable to the contract.</i>
11.1	<i>The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) days of delivery of the Notice of Award.</i>
11.2	<i>The amount to be withheld for late submission of an updated Program of Work is one-tenth of 1% of the ABC.</i>
13	<i>The amount of the advance payment is 15% of the total contract price and schedule of payment.</i>
14	<i>Materials and equipment delivered on the site but not completely put in place shall not be included in the payment by the Procuring Entity.</i>
15.1	<i>The date by which "as built" drawings are required is prior to processing of the last payment.</i>
15.2	<i>The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is equivalent to the last payment to be collected.</i>

Section VI. Specifications

Project Title: **PROPOSED CONSTRUCTION OF PASSAGEWAY CONNECTION
FROM ADMIN TO NPD, NPD TO LIBRARY AND LIBRARY TO WRD**
Location : **Ninoy Aquino Quezon Ave., Diliman Quezon City**
Subject : **Scope of Works and Technical Specifications**

Item I. SITE PREPARATION/EXCAVATION

The works under this item shall include the transportation of needed materials, labor and equipment from legal sources to the project site for the Proposed Construction of Passageway Connection of Admin to NPD, NPD to Library and Library to WRD located at BMB Quezon Ave., Diliman Quezon City and the lay-out of the plans and excavation for the foundation to be laid in the location. Aforesaid activities shall be done carefully and properly as directed. The use of pick-axe, sledgehammer and shovel are recommended for the said excavation on the site. The excavation includes the foundation of the pedestal, tiebeam and column. The depth of the excavation of the foundation is strictly required to be greater than or equal to 0.80m from the natural grade line. Mini dump truck will also be needed together with the wheelbarrow for the clearing of the excavated soils. Pouring of gravel(G1) beddings to the foundation before concreting is also highly recommended. For other details, please refer to the approved plans/drawings.

Item II. STEEL WORKS REBARS

The works under this item shall include the construction/making of the footing rebars, column rebars, tiebeam rebars and corbel rebars. The required rebars that will be used are 16mmØ for main bars and 10mmØ for stirrups and lateral ties. In cutting rebars, the use of manual bar cutter is recommended. Installation of the rebars for the columns should have supports that will make it steady and not leaning as the concreting process undergoes. Rebars at the foundation should have spacers having a height of 75mm. #16 GI Tie wire will be used as the connector for each rebar. For other details, please refer to the approved plans/drawings.

Item III. FORMWORKS

The works under this item shall include the installation of formworks for concreting of the tiebeam, pedestal column, column and corbel. The use of phenolic board 1/2" and coco lumber is recommended. Spacers of 45mm height should be considered in the installation of formworks for the pedestal column, column and corbel, and spacers of 75mm height will be in the formworks of the tiebeam. For other details, please refer to the approved plans/drawings.

Item IV. CONCRETING

The works under this item shall include the concreting of the footing, tiebeam, pedestal column, column and corbel. It is recommended that the concrete should be a class A mix with a strength of 3,000 to 5,000 psi. Proper pouring and spreading of the concrete mix to the footing, tiebeam, pedestal column, column and corbel is required to avoid forming bubbles that can create voids that lowers the compaction strength of the concrete. Before the concreting of the pedestal columns and corbels, 6 - 28mm anchor bolts w/ 300mm length and having a 90 degree bend of 100mm length should be placed on top. This will serve as the connector for the installation of the baseplate for the Wide Flanges. For other details, please refer to the approved plans/drawings.

Item V. SCAFFOLDING

The works under this item shall include the installation of scaffolds that will be used in the installation of Wide Flanges and the placement of safety nets, caution tapes and barricades for safety protocols. GI pipes of 2"x6mmx2mm and scaffolding H-frames 1.7mx1.2mx1.8m will be used as scaffolds together with swivel scaffolding clamps as the connectors. Usage of angle grinder with metal cutting disk is recommended. GI scaffolding planks 6'x19" will serve as a platform. Safety nets should be placed practically closed to the building and the scaffolds that holds the beam to catch falling debris. Caution tapes and barricades must be placed properly to the construction sites where civilians can easily notice and be aware of the on-going construction. For other details, please refer to the approved plans/drawings.

Item VI. STRUCTURAL STEEL WORKS

The works under this item shall include the installation of the Wide Flanges together with the steel platform and steel handrails. Two(2) kinds of Wide Flanges are to be used, W10x49 for the columns and beams connected to the columns, and W8x31 for the frame and bracing of the passageway. The use of full welding is highly recommended. Before the erection of the columns(W10x49) and laying of frames(W8x31) over the corbel, the installation of the base plate 12mm thick is required. The base plate should be anchor bolted at the top of the pedestal column and corbel with 6 - 28mm anchor bolts with nuts 300mm length. After the erection of the columns(W10x49), base plates of 12mm thickness will be welded on top of the wide flange columns then the frame and the bracing are next. 12mm thick checkered steel plate is required to be full welded on top of the steel frames and bracings. Production of the handrails and trusses will include the use of angle grinder with metal cutting disk. 2" dia.x2mm Stainless Steel Pipe will be used for the handrails,

15mmx15mm Steel Bars will be used for the bracings of the handrails and 2" dia.x2mm G.I. Pipe will serve as balusters and columns for the trusses. 2"x2"x1.5mm Tubular Steel will be used for the production of trusses. Full weld installation will be used for the installation of handrails and trusses on the steel passageway. For other details, please refer to the approved plans/drawings.

Item VII. ELECTRICAL WORKS

The works under this item shall include the installation of electrical fixtures and lights. After the fabrication and installation of steel trusses, the electrical wires (THHN #12) for the lights should be laid out properly and should be with the use of PVC Trunking 16mmx25mm as a protection or for not exposing the electrical wires. Utility boxes of sizes 2"x4" are recommended to be used for the installation of the switches. For the passageway connection of Library to WRD, 2-Gang Switches with 2-way switch connection are required to be installed. The other Two(2) passageway connection, only 1-Gang Switches with 1-way switch connection are required. The lights that are required to be installed are 20W Fluorescent Light, it could be bulb or tube type depending from the end-user. For other details, please refer to the approved plans/drawings.

Item VIII. PAINTING WORKS

The works under this item shall include the painting finish of the pedestal column, column, corbel, steel hand rails, steel beams and columns, steel trusses and steel platform. Application of primer paints before top coats are required in the said activities. This will serve as a treatment for the steel structures. For other details, please refer to the approved plans/drawings.

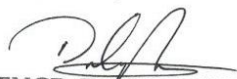
Item IX. ROOF INSTALLATION & CLEARING

The works under this item shall include the installation of roofing for the steel passageway and clearing of the site. Solid Polycarbonate Sheet of 4.5mm thick will be used as roof for the steel passageway. Usage of drilling machine with drill bit of 1/8" is required for the use of #12 Self-drilling Screw 12x45. Silicone Sealant and Rubber Tape will also be required for the installation of Solid Polycarbonate Sheet. This will serve as the connectors of Solid Polycarbonate Sheets. For the installation and use of Self-drilling Screw, please refer to the Roof Framing Plan & Installation. For clearance of the activity, after the roof installation works, cleaning and clearing are required. For other details, please refer to the approved plans/drawings.

Item X. INSTALLATION OF GLASS DOORS


The works under this item shall include the removal of the existing glass wall with aluminum frames to be replaced by glass doors for the passageway. The use of hammer, crowbar and chisel will be required for the removal of existing glass walls on the buildings. Installation of glass door 6mm thick clear glass with aluminum frame, stainless steel handle and complete lockset on the buildings should be done for the clearance of this activity. For other details, please refer to the approved plans/drawings.

Prepared by:



ENGR. DAN ROBINSON R. BUGHAO
Engineer II

Checked by:



ENGR. MELCHOR Q. BANGAOIL
BMB Project Engineer

Recommended by:



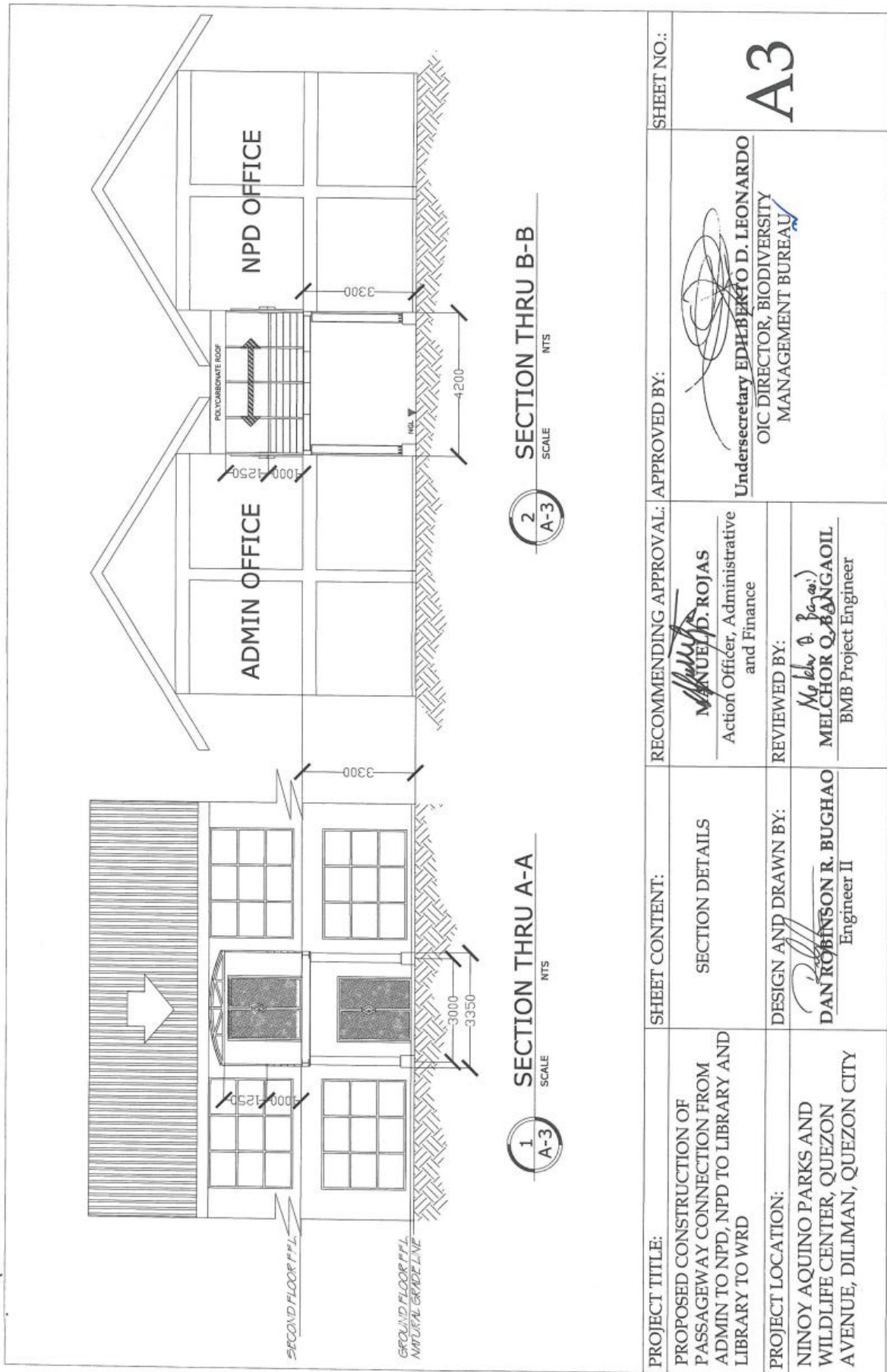
MANUEL D. ROJAS
Action Officer, Administrative
and Finance

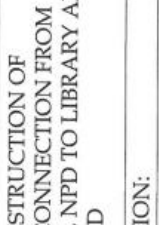
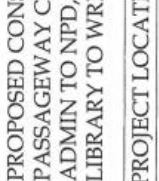
Approved by:



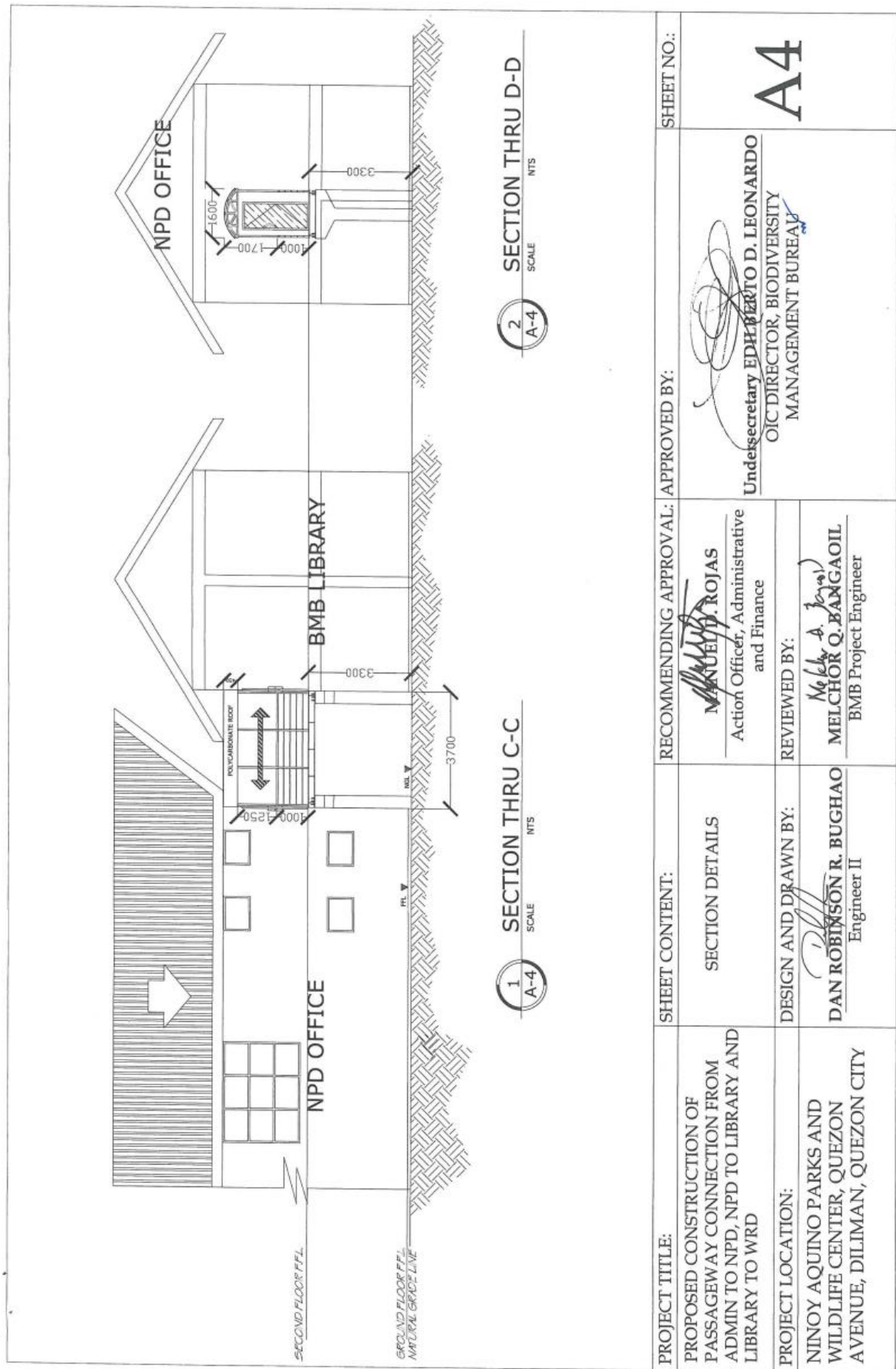
Undersecretary EDILBERTO D. LEONARDO
OIC Director, Biodiversity Management
Bureau

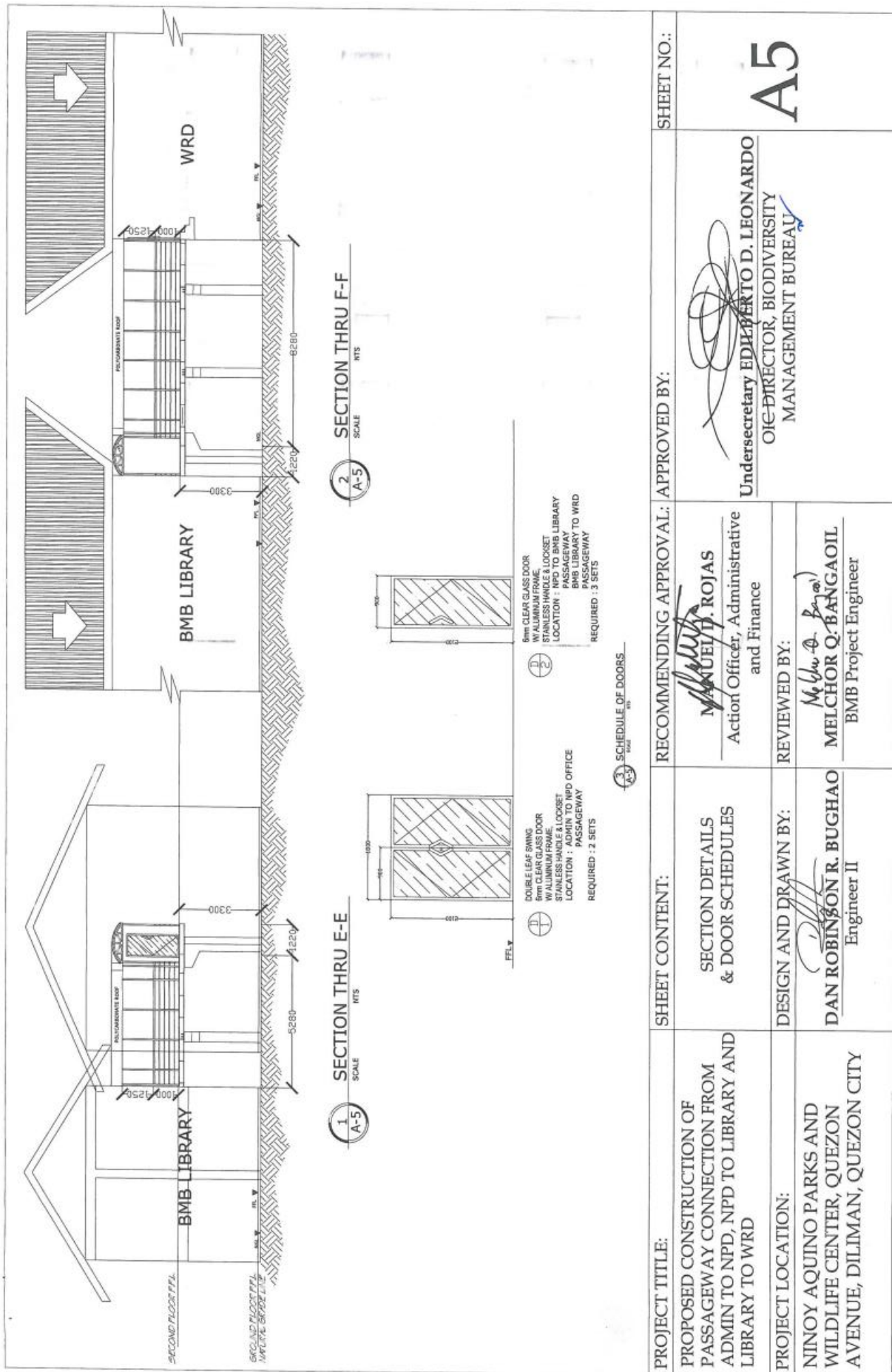
Section VII. Drawings



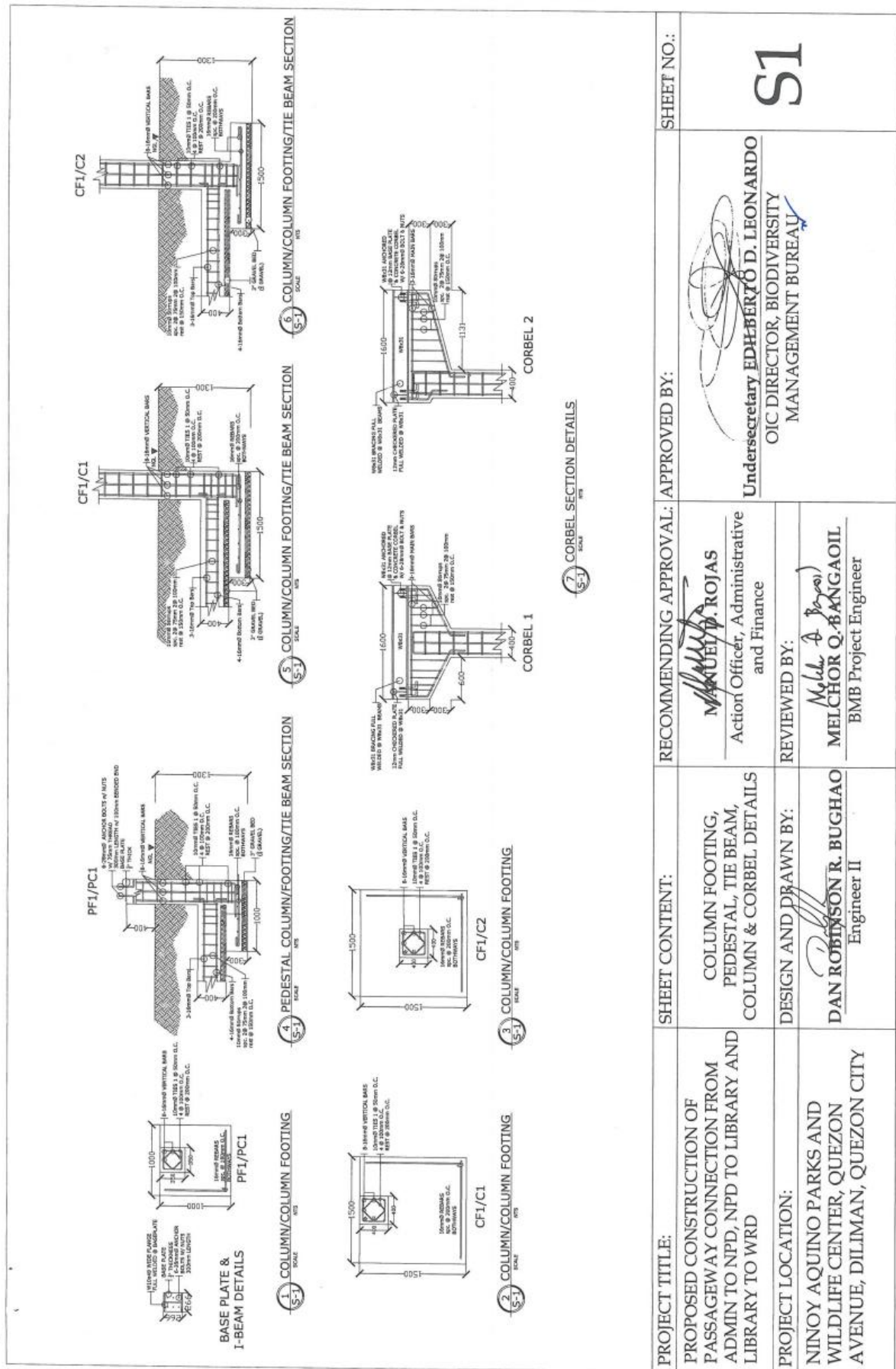
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PROPOSED CONSTRUCTION OF PASSAGEWAY CONNECTION FROM ADMIN TO NPD, NPD TO LIBRARY AND LIBRARY TO WRD	SECTION DETAILS	APPROVED BY:
PROJECT LOCATION:	DESIGN AND DRAWN BY:	RECOMMENDING APPROVAL:
NINOY AQUINO PARKS AND WILDLIFE CENTER, QUEZON AVENUE, DILIMAN, QUEZON CITY	DAN ROBINSON R. BUGHAO Engineer II	<div data-bbox="1117 1568 1276 1792">  <p>Undersecretary EDILBERTO D. LEONARDO OIC DIRECTOR, BIODIVERSITY MANAGEMENT BUREAU</p> </div> <div data-bbox="1117 1792 1276 1971">  <p>MELCHOR Q. PANGAOIL BMB Project Engineer</p> </div>

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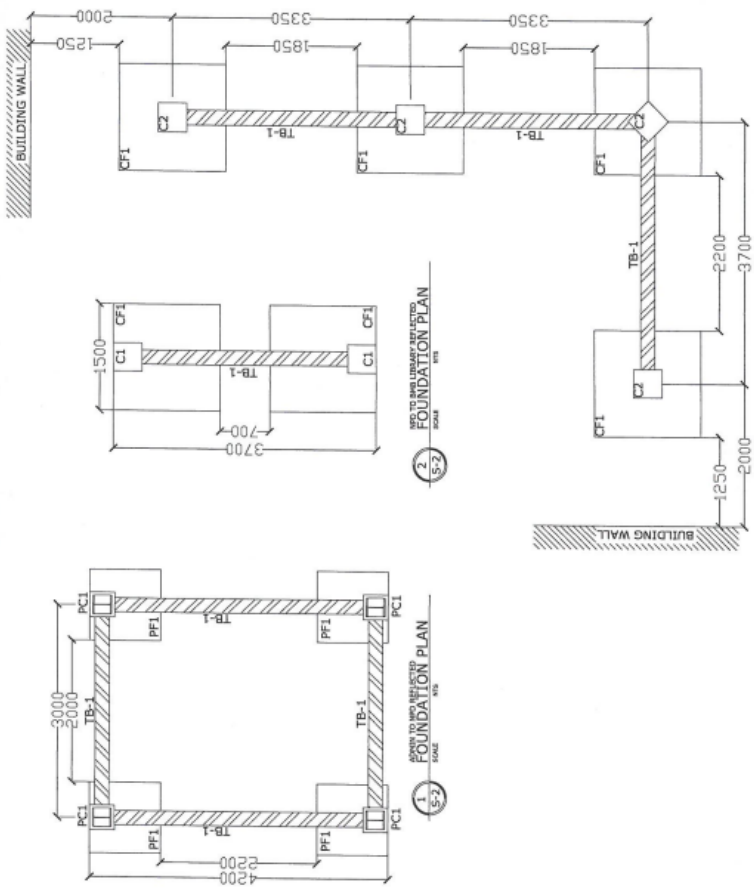


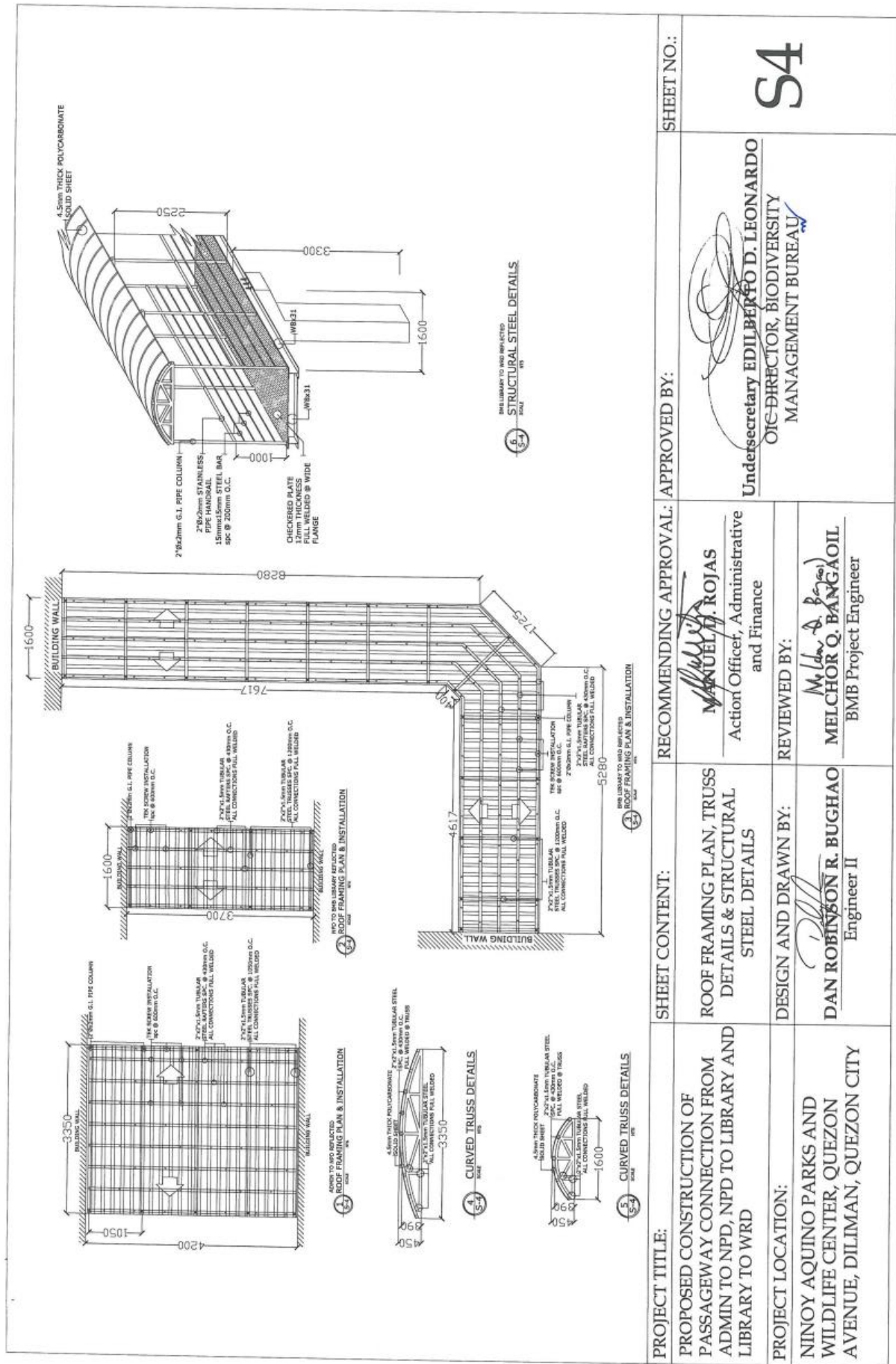


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PROPOSED CONSTRUCTION OF PASSAGEWAY CONNECTION FROM ADMIN TO NPD, NPD TO LIBRARY AND LIBRARY TO WRD	SECTION DETAILS & DOOR SCHEDULES	MARQUEL D. ROJAS Action Officer, Administrative and Finance	Undersecretary EDUARDO D. LEONARDO OIC-DIRECTOR, BIODIVERSITY MANAGEMENT BUREAU	A5
PROJECT LOCATION:	DESIGN AND DRAWN BY:	REVIEWED BY:		
NINOY AQUINO PARKS AND WILDLIFE CENTER, QUEZON AVENUE, DILIMAN, QUEZON CITY	DAN ROBINSON R. BUGHAO Engineer II	MELCHOR Q. BANGAOIL BMB Project Engineer		



<p>PROJECT TITLE:</p> <p>PROPOSED CONSTRUCTION OF PASSAGEWAY CONNECTION FROM ADMIN TO NPD, NPD TO LIBRARY AND LIBRARY TO WRD</p>	<p>SHEET CONTENT:</p> <p>FOUNDATION PLAN</p>	<p>RECOMMENDING APPROVAL:</p> <p><i>M. P. Rojas</i> M. P. ROJAS Action Officer, Administrative and Finance</p>	<p>APPROVED BY:</p> <p><i>[Signature]</i> Undersecretary EDUARDO D. LEONARDO CHC-DIRECTOR, BIODIVERSITY MANAGEMENT BUREAU</p>	<p>SHEET NO.:</p>
<p>PROJECT LOCATION:</p> <p>NINOY AQUINO PARKS AND WILDLIFE CENTER, QUEZON AVENUE, DILIMAN, QUEZON CITY</p>	<p>DESIGN AND DRAWN BY:</p> <p><i>[Signature]</i> DAN ROBINSON R. BUGHAO Engineer II</p>	<p>REVIEWED BY:</p> <p><i>[Signature]</i> MELCHOR Q. BANGAOL BMB Project Engineer</p>	<p>S2</p>	





Section VIII. Bill of Quantities

BILL OF QUANTITIES

Project Name: PROPOSED CONSTRUCTION OF PASSAGEWAY CONNECTION FROM ADMIN TO NPD,
NPD TO LIBRARY AND LIBRARY TO WRD

Location: BMB, Quezon Ave., Diliman Quezon City

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
I.	SITE PREPARATION/EXCAVATION/GRAVEL BEDDING				
1.0	2"x3"x10' Coco Lumber	pcs	27.00		
2.0	CWN 2"	kg	3.00		
3.0	CWN 3"	kg	3.00		
4.0	Gravel, G1	cu.m.	1.71		
II.	STEEL WORKS REBARS				
1.0	16mm dia. Rebars	pcs	126		
2.0	10mm dia. Rebars	pcs	233		
3.0	#16 GI Tie Wire	kg	35.71		
III.	FORMWORKS				
1.0	Phenolic Board, 1.2x2.4x1/2"	pcs	31		
2.0	2"x3"x1/2" Coco lumber	bd.ft.	190		
3.0	CWN 2"	kg	10		
4.0	CWN 3"	kg	10		
IV.	CONCRETING				
1.0	Portland Cement	bags	120		
2.0	White Sand	cu.m.	6.56		
3.0	Gravel 3/4"	cu.m.	13.11		
V.	SCAFFOLDING				
1.0	Metal Cutting Disc 4"	pcs	10.00		
VI.	STRUCTURAL STEEL COLUMNS/BEAMS/TRUSSES/RAILINGS				
1.0	W8x31; 3.7m Span	pcs	2.00		
2.0	W8x31; 1.39m Span	pcs	21.00		
3.0	W8x31; 4.71m Span	pcs	1.00		
4.0	W8x31; 0.57m Span	pcs	1.00		
5.0	W8x31; 7.71m Span	pcs	1.00		
6.0	W8x31; 5.28m Span	pcs	1.00		
7.0	W8x31; 1.73m Span	pcs	1.00		
8.0	W8x31; 8.28m Span	pcs	1.00		
9.0	W8x31; 3.94m Span	pcs	2.00		
10.0	W8x31; 3.14m Span	pcs	3.00		
11.0	W10x49; 2.622m Span	pcs	4.00		
12.0	W10x49; 3.350m Span	pcs	2.00		
13.0	Steel Plate 266mx266mx12mm	pcs	8.00		
14.0	Steel Plate 210mmx400mmx12mm	pcs	12.00		
15.0	MS Plate Checkered Plate 4'x8'x12mm	pcs	15.00		
16.0	28mm dia. Anchor Bolt w/ Nuts 300mm Length	pcs	96.00		
17.0	Welding Rod	box	19.00		
18.0	Metal Cutting Disc 4"	pcs	34.00		
19.0	2"dia.x2mm G.I. Pipe	pcs	17.00		
20.0	2"dia.x2mm Stainless Steel Pipe	pcs	8.00		
21.0	15mmx15mm Steel Bar	pcs	30.00		
22.0	2"x2"x1.5mm Tubular Steel	pcs	45.00		
23.0	Stainless Steel Welding Rod	kg	8.00		

VII.	ELECTRICAL WORKS				
1.0	Electrical Wire THHN #12 (3.5mm)	lm	38.00		
2.0	Switch 1-Gang	pcs	4.00		
3.0	Switch 2-Gang	pcs	2.00		
4.0	Fluorescent Tube Light 20W	set	5.00		
5.0	PVC Trunking 16mm x 25mm	lm	38.00		
6.0	PVC Utility Box 2x4	pcs	6.00		
7.0	Drill Bit	pcs	3.00		
VIII.	PAINTING WORKS				
1.0	Acrytex Primer #1705	gal.	2.00		
2.0	Acrytex Cast #1701	gal.	2.00		
3.0	Acrytex Top Coat	gal.	4.00		
4.0	Acrytex Reducer #1750	gal.	3.00		
5.0	Epoxy Primer	gal.	14.00		
6.0	Acqua Epoxy Top Coat	gal.	21.00		
7.0	Epoxy Reducer #55	gal.	4.00		
8.0	Paint Brush #2	pcs	35.00		
9.0	Cotton Baby Roller	pcs	35.00		
IX.	ROOF INSTALLATION				
1.0	#12 Self-Drilling Screw 12x45	pcs	208.00		
2.0	Solid Polycarbonate Sheet 4.5mm Thick	ft	134.00		
3.0	Rubber Tape 2"x30'	roll	5.00		
4.0	Drill Bit 1/8"	pcs	24.00		
5.0	Silicone Sealant	pcs	14.00		
6.0	Cutting Disc	pcs	15.00		
X.	REMOVAL OF GLASS WALL TO BE REPLACED BY GLASS DOOR				
1.0	Aluminum frame 6mm clear glass door w/ lockset & stainless handle	set	7.00		

**UNIT COST COMPUTATION FOR: PROPOSED CONSTRUCTION OF PASSAGEWAY CONNECTION FROM ADMIN TO NPD,
NPD TO LIBRARY AND LIBRARY TO WRD**

Item #	Item Description	QTY	Unit			
1.0	SITE PREPARATION	43.95	sqm.			
Materials (A)	Item Description	QTY	Unit	Unit Cost	Total	
	2"x3"x10' Coco Lumber	27.00	pcs			
	CWN 2"	3.00	kg			
	CWN 3"	3.00	kg			
				Sub Total, Materials		
				Cost per sqm.		
Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total	
				Sub Total, Labor		
				Cost per sqm.		
Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total	
				Sub Total, Equipment		
				Cost per sqm.		
TOTAL DIRECT COST (A+B+C)						
INDIRECT COST (OCM)						12%
INDIRECT COST (PROFIT)						10%
INDIRECT COST (VAT)						12%
TOTAL INDIRECT COST						
TOTAL COST(TDC + TIC)						
Unit Cost						

Item #	Item Description	QTY	Unit			
2.0	EXCAVATION	27.64	cu.m.			
Materials (A)	Item Description	QTY	Unit	Unit Cost	Total	
				Sub Total, Materials		
				Cost per cu.m.		
Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total	
				Sub Total, Labor		
				Cost per cu.m.		

Item #	Item Description	QTY	Unit
3.0	GRAVEL BEDDING	1.71	cu.m.

Materials (A)	Item Description	QTY	Unit	Unit Cost	Total
	Gravel, G1	1.71	cu.m.		
Sub Total, Materials					
Cost per cu.m.					

Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total
Sub Total, Labor					
Cost per cu.m.					

Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
Sub Total, Equipment					
Cost per cu.m.					

TOTAL DIRECT COST (A+B+C)					
INDIRECT COST (OCM)					
INDIRECT COST (PROFIT)					12%
INDIRECT COST (VAT)					10%
TOTAL INDIRECT COST					12%
TOTAL COST(TDC + TIC)					
Unit Cost					

Item #	Item Description	QTY	Unit		
4.0	FOOTING STEEL WORKS	303.04	kg		
Materials (A)	Item Description	QTY	Unit	Unit Cost	Total
	16mm dia. Rebars	32.00	pcs		
	#16 GI Tie Wire	3.00	kg		
				Sub Total, Materials	
				Cost per kg	

Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total
	Sub Total, Labor Cost per kg				
Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
	Sub Total, Equipment Cost per kg				
	TOTAL DIRECT COST (A+B+C)				
INDIRECT COST (OCM)					12%
INDIRECT COST (PROFIT)					10%
INDIRECT COST (VAT)					12%
TOTAL INDIRECT COST					
TOTAL COST(TDC + TIC)					
Unit Cost					

Item #	Item Description	QTY	Unit		
5.0	PEDESTAL COLUMN/COLUMN/CORBEL STEEL WORKS	1,264.24	kg		
Materials (A)	Item Description	QTY	Unit	Unit Cost	Total
	16mm dia. Rebars	62.00	pcs		
	10mm dia. Rebars	183.00	pcs		
	#16 GI Tie Wire	22.97	kg		
Sub Total, Materials					
Cost per kg					
Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total
Sub Total, Labor					
Cost per kg					
Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
Sub Total, Equipment					
Cost per kg					
TOTAL DIRECT COST (A+B+C)					
INDIRECT COST (OCM)					12%
INDIRECT COST (PROFIT)					10%
INDIRECT COST (VAT)					12%
TOTAL INDIRECT COST					
TOTAL COST(TDC + TIC)					
Unit Cost					

Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
	Sub Total, Equipment				
			Cost per kg		
TOTAL DIRECT COST (A+B+C)					
INDIRECT COST (OCM)				12%	
INDIRECT COST (PROFIT)				10%	
INDIRECT COST (VAT)				12%	
TOTAL INDIRECT COST					
TOTAL COST(TDC + TIC)					
Unit Cost					

Item #	Item Description	QTY	Unit
9.0	PEDESTAL COLUMN/COLUMN/CORBEL FORMWORKS	75.09	sqm.

Materials (A)	Item Description	QTY	Unit	Unit Cost	Total
	Phenolic Board, 1.2x2.4x1/2"	27.00	pcs	1,100.00	
	2"x3"x10" Coco lumber	166.00	pcs	180.00	
	CWN 2"	7.00	kg	80.00	
	CWN 3"	7.00	kg	80.00	
			Sub Total, Materials		
			<i>Cost per sam.</i>		

Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total
	Sub Total, Labor Cost per sqm.				
Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
	Sub Total, Equipment Cost per sqm.				
	TOTAL DIRECT COST (A+B+C)				
INDIRECT COST (OCM)					
INDIRECT COST (PROFIT)					12%
INDIRECT COST (VAT)					10%
TOTAL INDIRECT COST					12%
TOTAL COST(TDC + TIC)					
Unit Cost					

Item #	Item Description	QTY	Unit		
10.0	TIE BEAM CONCRETING	1.96	cu.m.		
Materials (A)	Item Description	QTY	Unit	Unit Cost	Total
	Portland Cement	18.00	bags		
	White Sand	0.98	cu.m.		
	Gravel, 3/4"	1.96	cu.m.		
	Sub Total, Materials Cost per cu.m.				
Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total
	Sub Total, Labor Cost per cu.m.				
Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
	Sub Total, Equipment Cost per cu.m.				
TOTAL DIRECT COST (A+B+C)					
INDIRECT COST (OCM)					12%
INDIRECT COST (PROFIT)					10%
INDIRECT COST (VAT)					12%
TOTAL INDIRECT COST					
TOTAL COST(TDC + TIC)					
Unit Cost					

Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
Sub Total, Equipment					
Cost per cu.m.					
TOTAL DIRECT COST (A+B+C)					
INDIRECT COST (OCM)				12%	
INDIRECT COST (PROFIT)				10%	
INDIRECT COST (VAT)				12%	
TOTAL INDIRECT COST					
TOTAL COST (TDC + TIC)					
Unit Cost					

Item #	Item Description	QTY	Unit
13.0	STRUCTURAL STEEL	9,261.80	kg

Materials (A)	Item Description	QTY	Unit	Unit Cost	Total
	W8x31; 3.7m Span	2.00	pcs		
	W8x31; 1.39m Span	21.00	pcs		
	W8x31; 4.71m Span	1.00	pcs		
	W8x31; 0.57m Span	1.00	pcs		
	W8x31; 7.71m Span	1.00	pcs		
	W8x31; 5.28m Span	1.00	pcs		
	W8x31; 1.73m Span	1.00	pcs		
	W8x31; 8.28m Span	1.00	pcs		
	W8x31; 3.94m Span	2.00	pcs		
	W8x31; 3.14m Span	3.00	pcs		
	W10x49; 2.622m Span	4.00	pcs		
	W10x49; 3.350m Span	2.00	pcs		
	Steel Plate 266mx266mx12mm	8.00	pcs		
	Steel Plate 210mmx400mmx12mm	12.00	pcs		
	MS Plate Checkered Plate 4'x8'x12mm	15.00	pcs		
	28mm dia. Anchor Bolt w/ Nuts 300mm Length	96.00	pcs		
	Welding Rod	12.00	box		
	Metal Cutting Disc 4"	16.00	pcs		
	Sub Total, Materials				
	Cost per kg				

Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total
Sub Total, Labor					
Cost per kg					

Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
Sub Total, Equipment					
Cost per kg					
TOTAL DIRECT COST (A+B+C)					
INDIRECT COST (OCM)				12%	
INDIRECT COST (PROFIT)				10%	
INDIRECT COST (VAT)				12%	
TOTAL INDIRECT COST					
TOTAL COST (TDC + TIC)					
Unit Cost					

Item #	Item Description	QTY	Unit
14.0	STEEL HANDRAILS & TRUSSES	1,412.86	kg

	Item Description	QTY	Unit	Unit Cost	Total
Materials (A)	2" dia.x2mm G.I. Pipe	17.00	pcs		
	2" dia.x2mm Stainless Steel Pipe	8.00	pcs		
	15mmx15mm Steel Bar	30.00	pcs		
	2"x2"x1.5mm Tubular Steel	45.00	pcs		
	Welding Rod	7.00	box		
	Stainless Steel Welding Rod	8.00	kg		
	Metal Cutting Disc 4"	18.00	pcs		
Sub Total, Materials					
Cost per kg					

	Item Description	QTY	Duration (days)	Rate/day	Total
Labor (B)					
Sub Total, Labor					
Cost per kg					

	Item Description	QTY	Duration (days)	Unit Cost	Total
Equipment (C)					
Sub Total, Equipment					
Cost per kg					

TOTAL DIRECT COST (A+B+C)					
INDIRECT COST (OCM)					12%
INDIRECT COST (PROFIT)					10%
INDIRECT COST (VAT)					12%
TOTAL INDIRECT COST					
TOTAL COST (TDC + TIC)					
Unit Cost					

Item #	Item Description	QTY	Unit
15.0	ELECTRICAL WORKS	38.00	lm.

	Item Description	QTY	Unit	Unit Cost	Total
Materials (A)	Electrical Wire THHN #12 (3.5mm)	38.00	lm		
	Switch 1-Gang	4.00	pcs		
	Switch 2-Gang	2.00	pcs		
	Fluorescent Tube Light 20W	5.00	set		
	PVC Trunking 16mm x 25mm	38.00	lm		
	PVC Utility Box 2x4	6.00	pcs		
	Drill Bit	3.00	pcs		
Sub Total, Materials					
Cost per lm.					

	Item Description	QTY	Duration (days)	Rate/day	Total
Labor (B)					
Sub Total, Labor					
Cost per lm.					

Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
	Sub Total, Equipment				
Cost per lm.					
TOTAL DIRECT COST (A+B+C)					
INDIRECT COST (OCM)					
INDIRECT COST (PROFIT)					12%
INDIRECT COST (VAT)					10%
TOTAL INDIRECT COST					12%
TOTAL COST(TDC + TIC)					
Unit Cost					

Item #	Item Description	QTY	Unit		
16.0	PAINTING WORKS	294.00	sqm.		
Materials (A)	Item Description	QTY	Unit	Unit Cost	Total
	Acrytex Primer #1705	2.00	gal.		
	Acrytex Cast #1701	2.00	gal.		
	Acrytex Top Coat	4.00	gal.		
	Acrytex Reducer #1750	3.00	gal.		
	Epoxy Primer	14.00	gal.		
	Acqua Epoxy Top Coat	21.00	gal.		
	Epoxy Reducer #55	4.00	gal.		
	Paint Brush #2	35.00	pcs		
	Cotton Baby Roller	35.00	pcs		
Sub Total, Materials					
Cost per sqm.					
Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total
Sub Total, Labor					
Cost per sqm.					
Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
Sub Total, Equipment					
Cost per sqm.					
TOTAL DIRECT COST (A+B+C)					
INDIRECT COST (OCM)					
INDIRECT COST (PROFIT)					12%
INDIRECT COST (VAT)					10%
TOTAL INDIRECT COST					12%
TOTAL COST(TDC + TIC)					
Unit Cost					

Item #	Item Description	QTY	Unit		
17.0	ROOF INSTALLATION	48.74	sqm.		
Materials (A)	Item Description	QTY	Unit	Unit Cost	Total
	#12 Self-Drilling Screw 12x45	208.00	pcs		
	Solid Polycarbonate Sheet 4.5mm Thick	134.00	ft		
	Rubber Tape 2"x30'	5.00	roll		
	Drill Bit 1/8"	24.00	pcs		
	Silicone Sealant	14.00	pcs		
	Cutting Disc	15.00	pcs		
	Sub Total, Materials				
	Cost per sqm.				

Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total
	Sub Total, Labor Cost per sqm.				
Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
	Sub Total, Equipment Cost per sqm.				
TOTAL DIRECT COST (A+B+C)					
INDIRECT COST (OCM)					12%
INDIRECT COST (PROFIT)					10%
INDIRECT COST (VAT)					12%
TOTAL INDIRECT COST					
TOTAL COST(TDC + TIC)					
Unit Cost					

Item #	Item Description	QTY	Unit		
18.0	REMOVAL OF EXISTING GLASS WALL/HANDRAILS	29.48	sqm.		
Materials (A)	Item Description	QTY	Unit	Unit Cost	Total
Sub Total, Materials					
Cost per sqm.					
Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total
Sub Total, Labor					
Cost per sqm.					
Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
Sub Total, Equipment					
Cost per sqm.					
TOTAL DIRECT COST (A+B+C)					
INDIRECT COST (OCM)					12%
INDIRECT COST (PROFIT)					10%
INDIRECT COST (VAT)					12%
TOTAL INDIRECT COST					
TOTAL COST(TDC + TIC)					
Unit Cost					

Item #	Item Description	QTY	Unit		
19.0	INSTALLATION OF GLASS DOOR	25.88	sqm.		

Materials (A)	Item Description	QTY	Unit	Unit Cost	Total
	Aluminum frame 6mm clear glass door	7.00	set		
	w / lockset & stainless handle				
Sub Total, Materials					
Cost per sqm.					

Labor (B)	Item Description	QTY	Duration (days)	Rate/day	Total
Sub Total, Labor					
Cost per sqm.					

Equipment (C)	Item Description	QTY	Duration (days)	Unit Cost	Total
Sub Total, Equipment					
Cost per sqm.					

TOTAL DIRECT COST (A+B+C)	
INDIRECT COST (OCM)	12%
INDIRECT COST (PROFIT)	10%
INDIRECT COST (VAT)	12%
TOTAL INDIRECT COST	
TOTAL COST (TDC + TIC)	
Unit Cost	

FINANCIAL BID FORM/SUMMARY OF COST ESTIMATE

Project Name: **PROPOSED CONSTRUCTION OF PASSAGEWAY CONNECTION FROM ADMIN TO NPD,
NPD TO LIBRARY AND LIBRARY TO WRD**
Location: BMB, Quezon Ave., Diliman Quezon City

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
I.	SITE PREPARATION	sqm.	43.95		
II.	EXCAVATION	cu.m.	27.64		
III.	GRAVEL BEDDING	cu.m.	1.71		
IV.	FOOTING STEEL WORKS	kg	303.04		
V.	PEDESTAL COLUMN/COLUMN/CORBEL STEEL WORKS	kg	1,264.24		
VI.	FOOTING CONCRETING	cu.m.	5.25		
VII.	TIE BEAM STEEL WORKS	kg	488.04		
VIII.	TIE BEAM FORM WORKS	sqm.	7.52		
IX.	PEDESTAL COLUMN/COLUMN/CORBEL FORMWORKS	sqm.	75.09		
X.	TIE BEAM CONCRETING	cu.m.	1.96		
XI.	PEDESTAL COLUMN/COLUMN/CORBEL/ CONCRETING	cu.m.	5.90		
XII.	SCAFFOLDING	cu.m.	136.03		
XIII.	STRUCTURAL STEEL	kg	9,261.80		
XIV.	STEEL HANDRAILS & TRUSSES	kg	1,412.86		
XV.	ELECTRICAL WORKS	lm.	38.00		
XVI.	PAINTING WORKS	sqm.	294.00		
XVII.	ROOF INSTALLATION	sqm.	48.74		
XVIII.	REMOVAL OF EXISTING GLASS WALL/HANDRAILS	sqm.	29.48		
XIX.	INSTALLATION OF GLASS DOOR	sqm.	25.88		

TOTAL COST (DIRECT COST+INDIRECT COST)= _____

AMOUNT IN WORDS: _____

CONTRACTOR'S NAME WITH SIGNATURE ABOVE: _____
DATE: _____

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **AND**
- ☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **AND**
- ☐ (g) 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; **AND**
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
OR
Original copy of Notarized Bid Securing Declaration; **AND**
- ☐ (i) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the

- contract to be bid, with their complete qualification and experience data;
- ☐ c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **AND**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS); **AND** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (k) Certificate of Site Inspection; **AND**
- (l) Site Investigation report attached to the proposed drawings/plans

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

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Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

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

¹ currently based on GPPB Resolution No. 09-2020

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder’s conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional**

contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

[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

[[urat]

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

Performance Securing Declaration (Revised)

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

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

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page __ of __

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

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]

Statement of Single Largest Completed Contract Which is Similar in Nature

(indicate only one)

Business Name : _____

Business Address: _____

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice Issued for the Contract

Submitted by: _____
(Printed Name and Signature)

Designation : _____

Date : _____

***Statement of all Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started***

Business Name: _____

Business Address: _____

Name of Client	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- i. Statement of all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidded within the last five (5) years prior to the deadline for the submission and receipt of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state non-equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).