



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

QUEZON AVE., DILIMAN, QUEZON CITY

Tel. No. (632) 8 924 6031-~~25~~ | Fax (632) 8 924 0109, (632) 8 920 4417

Website: www.bmb.gov.ph | Email: bmb@bmb.gov.ph

BIDDING DOCUMENTS

RENOVATION OF BMB TRAINING CENTER ANNEX BUILDING

ABC: 1,675,000.00

**BIDS AND AWARDS
COMMITTEE**

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID No. 2023-045

RENOVATION OF BMB TRAINING CENTER ANNEX BUILDING

1. The *Biodiversity Management Bureau*, through the *Government of the Philippines Funds for CY 2023* intends to apply the sum of *One Million Six Hundred Seventy-Five Thousand Pesos (P1,675,000.00)* being the ABC to payments under the contract for the *Renovation of BMB Training Center Annex Building*. 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. Delivery of the Goods is required within *Sixty (60) Calendar Days*. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, 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 a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *BMB-BAC Secretariat* and inspect the Bidding Documents at the address given below during Mondays to Fridays excluding holidays from 8:00a.m. to 5:00p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting *December 6, 2023* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount 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 *December 13, 2023, 1:30 p.m. at Training Center, Ninoy Aquino Parks and*

and Wildlife Center, Quezon Avenue, Diliman, Quezon City which shall be open to prospective bidders.

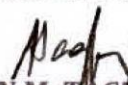
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **9:00 a.m.** on **December 26, 2023**. Late bids shall not be accepted. Electronic submission of bids shall not be accepted for this procurement opportunity.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **December 26, 2023, 9:30 a.m.** at the **BMB Conference Room, Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City**. 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 face to face conference. The conference shall allow at the maximum two (2) representatives 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Melissa S. Urbano
Head, Bids and Awards Committee Secretariat
Biodiversity Management Bureau
Ninoy Aquino Parks and Wildlife Center
Quezon Avenue, Diliman, Quezon City

13. You may visit the following websites:

For downloading of Bidding Documents:
<https://bmb.gov.ph/index.php/bid-opportunities>

Approved for Posting:


ANSON M. TAGTAG
Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **BIODIVERSITY MANAGEMENT BUREAU** invites Bids for the **Renovation of BMB Training Center Annex Building** with IB No. **2023-045**.

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 2023** in the amount of **PI,675,000.00**

2.2. The source of funding is:

Integrated Protected Area Fund – Special Account in the General Fund (IPAF-SAGF)

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:

Subcontracting is not allowed.

- 7.1. 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 (**December 14, 2023, 1:30 P.M.**) and/or through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

a. Philippine Pesos.

15. Bid Security

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

15.2. The Bid and bid security shall be valid until *120 Calendar Days*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

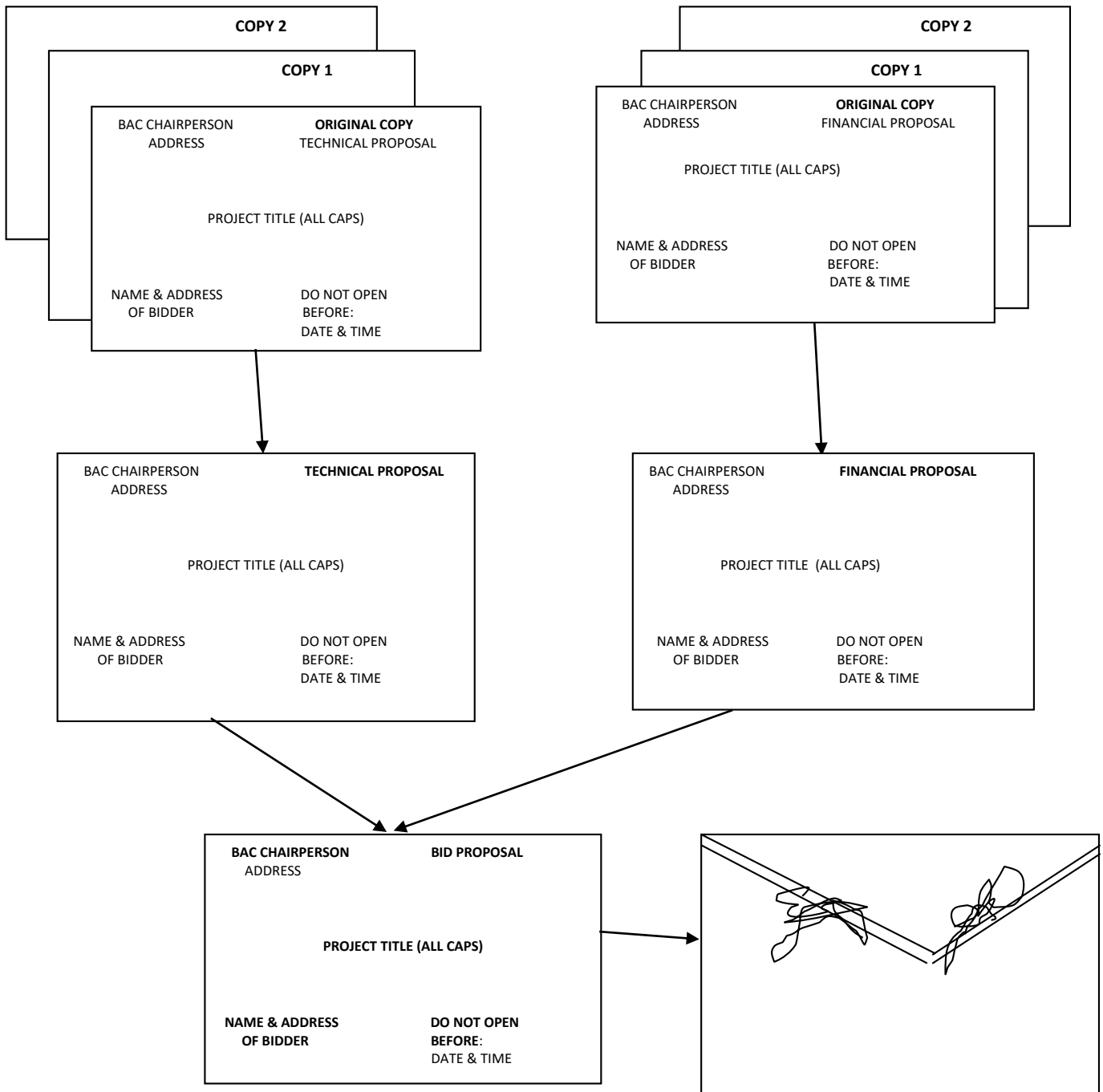
16. Sealing and Marking of Bids

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



FRONT SIDE

BACK SIDE

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 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	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p style="text-align: center;"><i>Construction or Renovation of building and other similar structures</i></p>																
7.1	<i>Sub-contracting is not allowed</i>																
10.3	<i>Philippine Contractor's Accreditation Board (PCAB) license</i>																
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Project Manager/ Site Engineer</td> <td style="text-align: center;">5 years</td> </tr> <tr> <td style="text-align: center;">Foreman</td> <td style="text-align: center;">At least 3 years</td> </tr> <tr> <td style="text-align: center;">Carpenters</td> <td style="text-align: center;">At least 3 years</td> </tr> <tr> <td style="text-align: center;">Electricians</td> <td style="text-align: center;">At least 3 years</td> </tr> <tr> <td style="text-align: center;">Masons</td> <td style="text-align: center;">At least 3 years</td> </tr> <tr> <td style="text-align: center;">Painters</td> <td style="text-align: center;">At least 3 years</td> </tr> <tr> <td style="text-align: center;">Laborer(s)</td> <td style="text-align: center;">No minimum requirements</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>Relevant Experience</u>	Project Manager/ Site Engineer	5 years	Foreman	At least 3 years	Carpenters	At least 3 years	Electricians	At least 3 years	Masons	At least 3 years	Painters	At least 3 years	Laborer(s)	No minimum requirements
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Equipment</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Grinders</td> </tr> <tr> <td style="text-align: center;">Cement mixer</td> </tr> <tr> <td style="text-align: center;">Cutters</td> </tr> <tr> <td style="text-align: center;">Air compressor</td> </tr> <tr> <td style="text-align: center;">Painting tools, such as but not limited to paint tray, paint rollers, and painter's tape</td> </tr> <tr> <td style="text-align: center;">Cleaning equipment, such as vacuum</td> </tr> </tbody> </table>	<u>Equipment</u>	Grinders	Cement mixer	Cutters	Air compressor	Painting tools, such as but not limited to paint tray, paint rollers, and painter's tape	Cleaning equipment, such as vacuum									
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Cleaning equipment, such as vacuum																	

	Hauling tools and equipment
12	<i>Not applicable</i>
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> <ul style="list-style-type: none"> a. The amount of not less than <u>P33,500.00</u> (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 of not less than <u>P83,750.00</u> (5%) of ABC] if bid security is in Surety Bond.
19.2	<i>Partial bids are not allowed</i>
20	<p>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]</p> <p>Barangay Permit</p>
21	<i>Construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE,</i>

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	
2	<i>No sectional completion dates</i>
4.1	<i>Possession of the site shall be delivered within ten (10) days from the issuance of the Notice to Proceed</i>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i> <i>c/o Engr. Melchor Q. Bangaoil</i>
7.2	<i>Five (5) years.</i>
10	<i>No dayworks are applicable to the contract.</i>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>Seven (7) calendar days</i> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>P5,000.00</i>
13	The amount of the advance payment is : <i>15% of the total contract price upon written request of the Contractor</i>
14	<i>Materials and equipment delivered on the site but not completely put in place shall not be included for payment</i>
15.1	1. The date by which operating and maintenance manuals are required is <i>[date]</i> . <i>Not applicable</i> 2. The date by which "as built" drawings are required is <i>[date]</i> . <i>Seven (7) calendar days upon completion of the project</i>
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>P5,000.00</i>

Section VI. Specifications

TERMS OF REFERENCE
Renovation of BMB Training Center Annex Building
(Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City)

1. ABSTRACT

Title of the Project	:	Renovation of of BMB Training Center Annex Building
Project Location	:	Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City
Approved Budget for the Contract (ABC)	:	P 1,675,000.00
Area Covered	:	124 m²
Project Duration	:	60 Calendar Days

2. BACKGROUND

Over the year, facilities at the Biodiversity Management Bureau have degenerated. **Renovation of BMB Training Center Annex Building**, have been initiated to be used as a repository of records pertaining to protected areas, while serving as additional venue for small group meetings

3. OBJECTIVES

- 3.1. To provide the prospective contractors with sufficient background information on the **Renovation of of BMB Training Center Annex Building at Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City** which shall be completed within 60 calendar days at a cost most advantageous to the government in an acceptable quality and workmanship;
- 3.2. To describe the proposed project and its components in detail; and
- 3.3. To determine the roles and responsibilities of the winning contractor before, during, and after the construction period.

4. SCOPE OF WORKS

- 4.1. The Contractor, at their own expense, shall supply the necessary Documents, Labor, Materials, Transportation, Tools, Supplies, Equipment, and Appurtenances;
- 4.2. The Contractor shall manage and supervise the Project to its satisfactory completion in accordance with the Plans, Specifications, and Terms of Reference (TOR) approved by the Head of the Procuring Entity (HoPE) or his duly authorized representative;

4.3. The Contractor shall conduct site inspection to determine the specific needs of the project; and

4.4. The Contractor shall perform the following tasks:

4.4.1. CLEARANCES AND PERMITS

a. Secure the following:

- Notice to Proceed (NTP): notice issued by the HoPE to initiate and authorize the mobilization and implementation of the project;
- Work Permit: permit issued by the BMB GSU, including the rules and regulations to be observed by the Contractor for the duration of the project;

4.4.2. MOBILIZATION AND DEMOBILIZATION

- a. Upon receipt of Notice of Award (NOA), Contractor may process the documentary requirements necessary for issuance of Work Permit by the General Services Unit;
- b. Mobilize and transport equipment, materials, and employees to the site upon receipt of Notice to Proceed (NTP) and Work Permit to the project site; and
- c. Demobilize or remove the same upon receipt of clearance from BMB GSU after the completion of the project.

4.4.3. TEMPORARY FACILITIES

- a. Construct a temporary office located at a location designated by the Director of BMB or any authorized representative;
- b. Erect a temporary warehouse, where materials and supplies shall be stored, at a location designated by the Director of BMB or any authorized representative;
- c. Maintain temporary facilities clean and within the guidelines of the Environmental Management Systems (EMS);
- d. Facilitate the installation of temporary lighting, power, water supply, and all necessary facilities and utilities needed to complete the project, wherein the cost of electricity and water shall be on the account of the contractor;
- e. Provide at least one warehouseman to ensure security of materials, supplies, as well as temporary facilities and utilities as needed; and
- f. Avoid unnecessary activity around temporary utilities and facilities that may result into accidents

4.4.4. STORAGE

- a. Deliver all supplies and materials at a location designated by the Director of BMB or his duly authorized representative;

TERMS OF REFERENCE

Renovation of BMB Training Center Annex Building

(Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City)

- b. Ensure that all supplies and materials are properly turned over and delivered on the designated location in good quality and condition;
- c. Provide a record of delivery indicating its time; and
- d. Store materials to ensure the preservation of their quality and fitness for their work and to facilitate prompt inspection.

4.4.5. DEMOLITION AND REMOVAL WORKS

- a. Remove tiles, wood floor, walls, windows, ceiling and existing electrical items necessary to implement renovation;
- b. Incorporate an itemized list of all necessary demolition works required into the schedule of construction operations;
- c. Perform demolition of all existing structures and kind of obstructions as incorporated in the list within the limit of the project while preventing damage to other facilities in accordance with all applicable laws and ordinances;
- d. Place all unnecessary materials or debris in all approved containers to prevent the spread and accumulation of dust and dirt;
- e. Remove all debris from the project site as often as necessary, but not less than once at the end of each work day; and
- f. Turn over all salvaged materials to the BMB GSU.

4.4.6. DAMAGE PREVENTION

- a. Secure the construction site to prevent illegal entry or work damage during the entire duration of the contract;
- b. Observe and undertake necessary precautionary measures against fire by keeping away flammable supplies and materials and providing at least two fire extinguishers;
- c. Comply with pertinent regulations and adopt safety measures, such as but not limited to enclosures, shielding, coverings, warning devices, off limits signs, and safety barricades surrounding the work area;
- d. Undertake all necessary precautions to prevent damages to all existing structures, which are to remain and do not require any modification; and
- e. Assume full responsibility for all incurred damages to all existing structures resulting from the actual construction.

4.4.7. ELECTRICAL WORKS

- a. Perform all electrical works in accordance with the approved Specifications, Plans, and governing Codes and Regulations, such as the Philippine Electrical Code;
- b. Fabricate, furnish, deliver, and install activities at the subject premises;

TERMS OF REFERENCE

Renovation of BMB Training Center Annex Building

(Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City)

- c. Comply to the required standards for the furnishing of all labor, materials, and equipment necessary for the complete installation of the work specified herein and as indicated on the drawings;
- d. Install new electrical wirings, outlets, switches, lightings, and all necessary connections for the freight elevator to function; and
- e. Electrical load should not exceed the maximum electrical load designed for the unit.

4.4.8. TILING WORKS

- a. Conduct proper surface preparation prior to installation of tiles; and
- b. Install tiles approved by the Director of BMB or his duly authorized representative, where spacing between tiles is 1-2mm.

4.4.9. CARPENTRY WORKS

- a. Conduct proper surface preparation;
- b. Construct and install cabinets in accordance with Plans and Specifications; and
- c. Install cladding in accordance with Plans and Specifications.

4.4.10. PAINTING WORKS

- a. Conduct proper surface preparation prior to application of paints;
- b. Apply environmentally safe, odorless, and anti-bacterial latex paint for walls;
- c. Use sample and desired color that is approved only by the Director of BMB or his duly authorized representative; and
- d. Tape and cover all other surfaces endangered by stains and paint marks with craft paper or any other applicable materials.

4.4.11. CLEANING

- a. Remove and dispose of all dirt and debris and keep work area clean, neat, and orderly at all times during the progress of the work to prevent accidents; and
- b. Collect and remove all debris from the site daily.

4.4.12. ADDITIONAL WORKS

- a. Perform other works not stated above but necessary to the completion of the Project; and
- b. Provide additional works as necessary with the approval of the Director of BMB or his duly authorized representative

5. SPECIFICATIONS OF WORKS

5.1. The Contractor shall perform the above works at par with the following specifications:

5.1.1. CARPENTRY WORKS

- a. All materials to be incorporated in the carpentry and joinery works shall be of approved quality as specified. Before using, all materials shall have been inspected and accepted by the Director of BMB or his duly authorized representative(s);
- b. All rough hardware such as nails, screws, lag screws, bolts, and other related fasteners required for carpentry work shall be first class quality and locally available; and
- c. All finishing hardware consisting of locksets, latches, bolts and other devices, door closers, knobs, handles, hinges, and other similar hardware shall be first class quality available locally and conforming with the Specifications.

5.1.2. PAINTING WORKS

- a. The Contractor prior to commencement of the work shall examine the surfaces to be applied with paints, enamels, varnishes, lacquers, sanding sealers, and other related products in order not to jeopardize the quality and appearance of painting or finishing work;
- b. All obstruction materials shall be removed prior to painting and varnishing operations;
- c. Voids, cracks, and all other kinds of defects shall be repaired with proper patching materials and finished flush with the surrounding surfaces;
- d. Marred or damaged shop coats on metal shall be spot primed with appropriate metal primer;
- e. Paint drips, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable to the Director of BMB or his duly authorized representative; and
- f. Upon completion of the work, all staging, scaffoldings, and paint containers shall be removed and disposed according to EMS policy and standards.

6. GENERAL REQUIREMENT

6.1. The Contractor shall visit the site and thoroughly inspected existing facilities and properly considered, in the preparation of the supply and installation, how such conditions will affect the work required by the Plans, Specifications, and TOR. Failure to do so will in no way relieve the Contractor of the responsibility for furnishing labor, materials, and equipment required;

6.2. The Contractor shall supply and submit a list of manpower, materials, and equipment necessary for the project in accordance with the approved Plans, Specifications, and TOR;

TERMS OF REFERENCE
Renovation of BMB Training Center Annex Building
(Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City)

- 6.3. The Contractor shall prepare and submit a soft copy stored in a flash drive and a hard copy of the following:
- 6.3.1. Architectural Plans; and
 - 6.3.2. Electrical Plans, which include Layout and Design.
- 6.4. The Contractor shall submit pictures taken before, on-going, and after the construction;
- 6.5. The Contractor shall submit an accomplishment report, which is accompanied with pictures and addressed to the Director of BMB or his duly authorized representative, every Friday of the succeeding week;
- 6.6. The Contractor shall finish with first class workmanship to the satisfaction of the Director of BMB or his duly authorized representative;
- 6.7. The Contractor shall only use materials in accordance to the standards of the Bureau of Research and Standards of the Department of Public Works and Highways, the Department of Science and Technology, or the Department of Trade and Industry;
- 6.8. The Contractor shall adopt a procedure to mitigate the effects to the environment of demolition, repair, painting, and other activities; and
- 6.9. The Contractor shall follow guidelines related to the fight against COVID-19 issued by the Inter-Agency Task Force, DPWH, Quezon City Government, and other offices, agencies, and departments of the Philippines.

7. EQUIPMENT AND MANPOWER REQUIREMENT

7.1. The Contractor shall provide the following key personnel:

Key Personnel	Description	Years of Experience Required	Documents
Project Manager	Licensed Architect/Civil Engineer	Five (5) years	Curriculum Vitae, Valid Professional Identification Card issued by Professional Regulation Commission (PRC)

7.2. The Contractor shall provide the following Support Staff with at least 3 years of experience in their field of work:

- 7.2.1. Foreman;
- 7.2.2. Carpenters;
- 7.2.3. Electricians;
- 7.2.4. Masons; and
- 7.2.5. Painters.

7.3. The Contractor shall provide Laborer(s), with no minimum requirement as to number of years of experience;

7.4. The Contractor shall provide the following minimum equipment:

- 7.4.1. Grinders;
- 7.4.2. Cutters;
- 7.4.3. Air compressor;
- 7.4.4. Painting Tools, such as but not limited to paint tray, paint rollers, and painter's tape;
- 7.4.5. Cleaning Equipment, such as vacuum; and
- 7.4.6. Hauling Tools and Equipment.

7.5. The Contractor shall submit the following documents of key personnel:

- 7.5.1. Curriculum Vitae;
- 7.5.2. Copy of valid and current Professional Identification Card issued by the PRC; and
- 7.5.3. List of completed or on-going contracts of similar in nature.

7.6. The Contractor shall have no history of overdue deliveries or unperformed services intended for the BMB and other government agencies.

8. MODE OF PAYMENT

- 8.1. The ABC of this construction, which is not necessarily the contract amount is One Million Six Hundred Seventy-Five Thousand Pesos (Php 1,675,000.00) inclusive of all applicable government taxes and charges;
- 8.2. The Contractor shall not claim additional payments or damages for any delay or extra expense caused by encountering construction or materials other than anticipated or different from those indicated;
- 8.3. In consideration of the services to be performed under this TOR, the BMB shall pay the Contractor the contract amount, inclusive of all applicable taxes;
- 8.4. The BMB shall, upon written request by 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 upon submission of an irrevocable letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission;
- 8.5. The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for advance payment;
- 8.6. Upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank, the advance payment shall be allowed and paid within sixty (60) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid

TERMS OF REFERENCE
Renovation of BMB Training Center Annex Building
(Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City)

until the Works are delivered, and accompanied by a claim for the advance payment;

- 8.7. Progress payments are subject to retention of ten percent (10%) referred to as the retention money. Such retention shall be based on the total amount due to the contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by the procuring entity, are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed;
- 8.8. Progress payments will be adjusted by the following as applicable:
- 8.8.1. Cumulative value of the work previously certified and paid for;
 - 8.8.2. Portion of the advance payment to be recouped;
 - 8.8.3. Retention money;
 - 8.8.4. Amount to cover third-party liabilities; and
 - 8.8.5. Amount to cover uncorrected discovered defects in the works.
- 8.9. Mode of Payment shall be through progress billing. Actual work accomplishment will be verified and approved by the Director of BMB.

Description	Deliverables	Percentage of Contracted Amount
Progress Billing No. 1	Gantt Chart and PERT/CPM detailing that 50% of the Works are accomplished	50%
Final Billing	Gantt Chart and PERT/CPM detailing that 100% of the Work are accomplished. Certificate of Acceptance	50%

9. MISCELLANEOUS PROVISIONS

- 9.1. The Contractor shall conform with the Environment Management by providing the following:
- 9.1.1. A List of pre-identified Environmental Aspects and Impacts and the corresponding operational control or crisis response procedures in cases of emergency situations shall be submitted to the BMB GSU three days upon receipt of the NTP;
 - 9.1.2. All supplies and materials to be brought inside the BMB premises shall be green labelled or environment friendly (if applicable) and bear the corresponding Material Safety Data Sheet (MSDS);
 - 9.1.3. All toxic and hazardous materials necessary for the completion of the project shall be properly labelled with MSDS and placed in a secondary containment, which shall be located at the safest place in the working area; and

TERMS OF REFERENCE

Renovation of BMB Training Center Annex Building

(Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City)

- 9.1.4. All toxic and hazardous wastes generated shall be properly turned over to Materials Recovery Facility (MRF) of the BMB for the inventory and subsequent disposition enlisting the services of authorized treater/transporter.
- 9.2. The Contractor shall ensure that all staff must wear their proper working apparels with IDs and provided with necessary safety gears;
- 9.3. The Contractor shall strictly prohibit the use of polystyrene foam, such as Styrofoam, and plastic in the working area;
- 9.4. The Contractor shall comply with all existing laws, decrees, ordinances, acts and regulations of the Philippines that may affect the contract in any way, including the express and implied warranties and liabilities which may be found therein; and
- 9.5. The Contractor shall comply with all existing laws and pertinent local legislation, executive and administrative orders, together with all implementing rules and regulations issued by the Department of Labor and Employment and other relevant governmental authorities.

10. VIOLATION OF THE TERMS AND CONDITIONS

- 10.1. The Contractor shall hold the BMB free from any and all claims, liabilities, losses and suits arising from the Contractor's services, or the acts, omissions, or conduct of all persons employed or allowed by the Contractor or participate or assist in the performance of its obligations under this TOR;
- 10.2. The BMB shall have the right to declare this Agreement rescinded and terminated after due notice upon failure of the Contractor to comply with any terms and conditions of this Agreement without prejudice to such other rights of the BMB to proceed against the Contractor as may be warranted by the circumstances, including forfeiture of performance bond and/or the filing of appropriate administrative, civil, or criminal charges against the responsible persons; and
- 10.3. If the Contractor shall violate any of the terms and conditions of this TOR, or shall neglect to perform any of their work, duties, functions, responsibilities or obligations stipulated herein, or for any other causes shall not carry the tasks in acceptable manner, and by the reason thereof, the BMB suffers damages or losses, the Contractor shall be assessed a penalty in the form of liquidated damages in the amount of at least equal to 1/10 of 1% of the cost of the unperformed portion for everyday of delay. The Contractor shall be subject to Administrative sanctions pursuant to RA 9184 and its IRR.

Prepared by:

Noted by:


RODNEY E. M. ANSELMO
Head, GSU


ENGR. MELCHOR G. BANGAOIL
BMB Project Engineer

TERMS OF REFERENCE
Renovation of BMB Training Center Annex Building
(Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City)

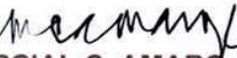
Recommended by:



RANDY C. MABANA

Action Officer, Administrative and Finance
In concurrent capacity as Head, Human Resources Unit and
Records Management and Documentation Unit

Approved by:



MARCIAL C. AMARO, JR.

Assistant Secretary for International Affairs
and concurrent OIC Director, BMB



Section VII. Drawings



N NDANAO

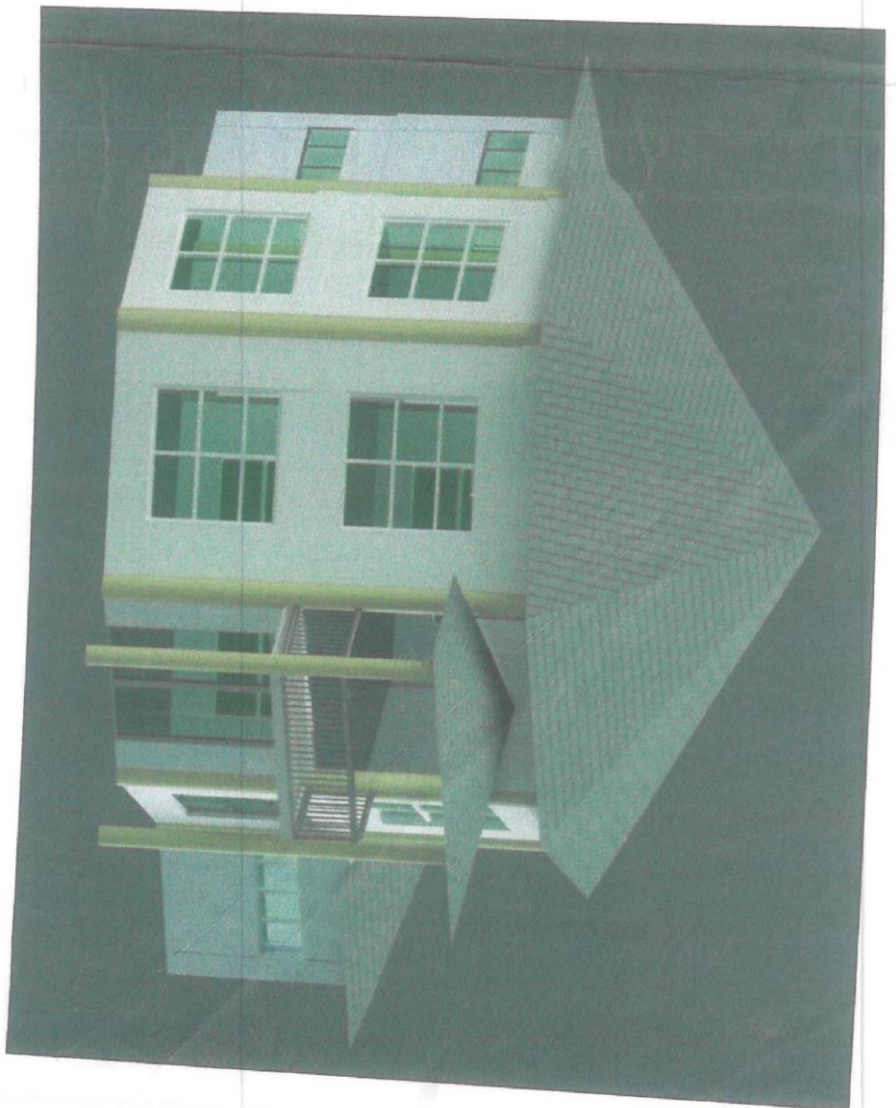
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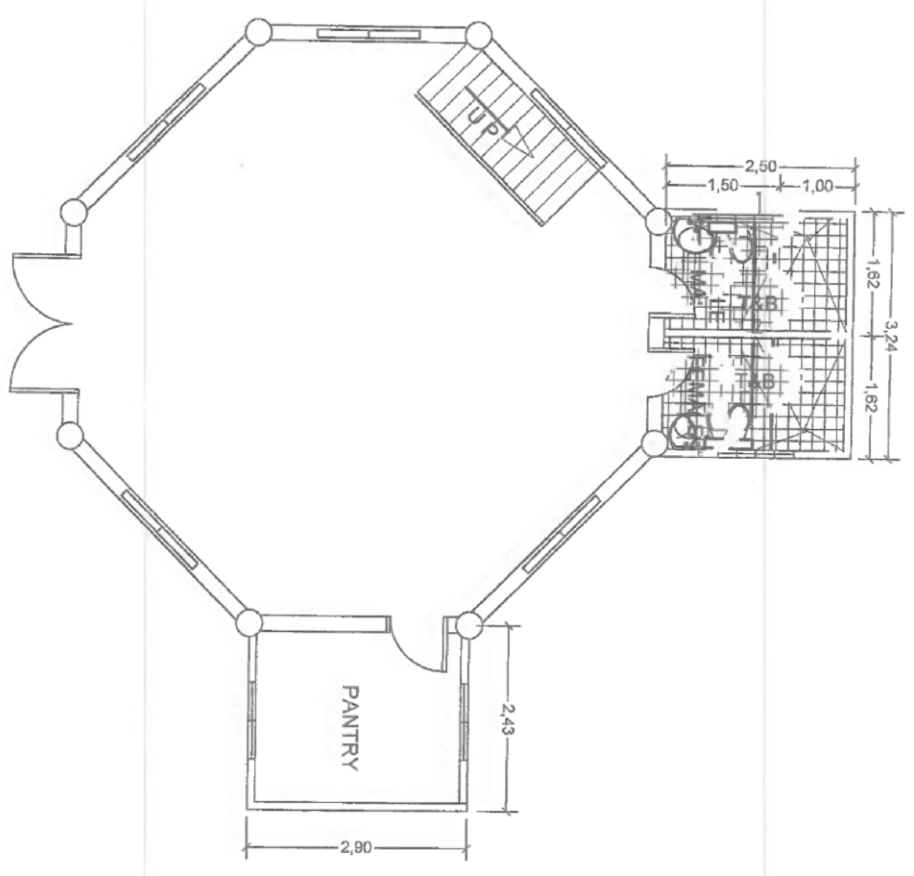


DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
BIODIVERSITY MANAGEMENT BUREAU

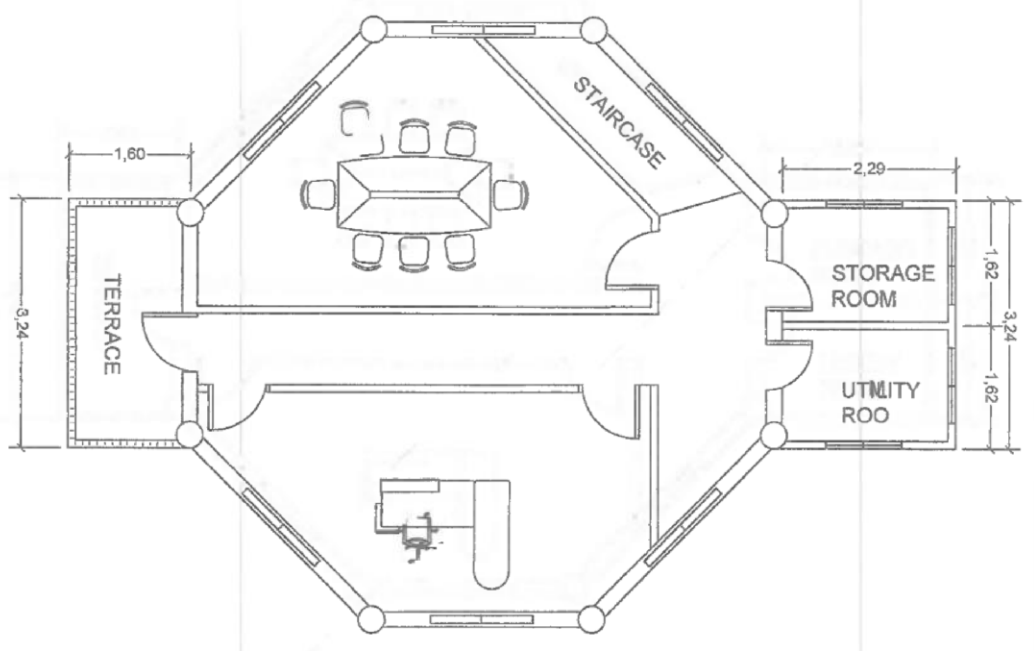
PROJECT TITLE: IMPROVEMENT OF BMB TRAINING CENTER PROPOSED RENOVATION ANNEX BUILDING (GAZER)	SHEET CONTENTS: GROUND FLOOR PLAN SECOND FLOOR PLAN	REVIEWED BY: MELBA B. BANGAOL ENGINEER II BMB PROJECT ENGINEER	RECOMMENDING APPROVAL: MEMBER E. H. MAIRANAN CHIEF, NEW JAL PARS DIVISION	APPROVED BY: M. M. M. M. ASST. PLANT SECRETARY FOR INTERNATIONAL AFFAIRS AND CONCURRENT OIC DIRECTOR, BMB	SHEET NO. 2 of 2 sheets
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PROJECT LOCATION:
NINYO AQUINO PARKS AND WILDLIFE CENTER,
QUEZON AVENUE, DILIMAN, QUEZON CITY

1 GROUND FLOOR PLAN
SCALE: NTS



2 SECOND FLOOR PLAN
SCALE: NTS



Dilapidated ceilings in the ground floor



Dilapidated ceilings in the ground floor



Dilapidated ceilings in the mezzanine floor



Dilapidated ceilings in the mezzanine floor



Dilapidated floor tiles



Dilapidated floor tiles



Termite infestation



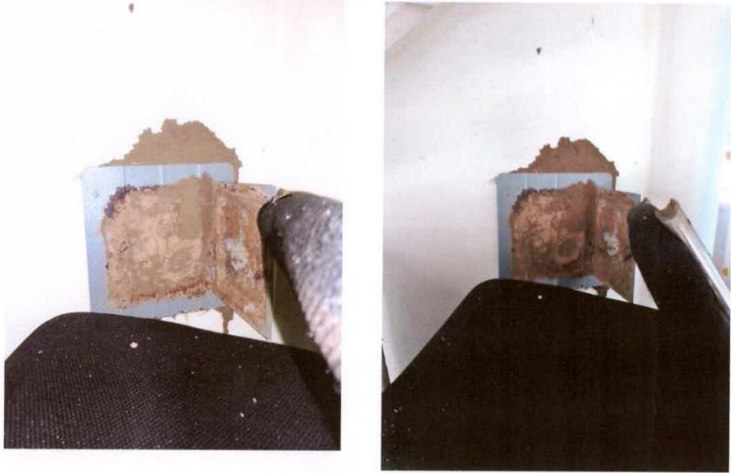
Exterior Roof Damages



Exterior Roof Damages



Termite infested circuit breaker



Section VIII. Bill of Quantities

PROJECT	Renovation of BMB Training Center Annex Building
LOCATION	Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City
PROJECT COST	Php 1,675,000.00
SOURCE OF FUND	Integrated Protected Area Fund - Special Account in the General Fund (IPAF-SAGF) for FY 2023

DETAILED ESTIMATE

I REMOVAL OF OBSTRUCTIONS

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Ground Floor - Floor Tiles	47.24	m ²		
Ground Floor - Ceiling	47.24	m ²		
Second Floor - Wooden Floor	47.24	m ²		
Second Floor - Ceiling	55	m ²		
Walls and Windows	18.33	m ²		
Electrical Items	1	lot		

TOTAL MATERIAL COST -

II EARTHWORKS

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Excavation (Column Footing)	4	m ²		
Excavation (Wall Footing)	4.23	m ²		
Excavation (PE Septic Tank 1000L)	1.5	m ²		
Backfill and Compaction (Porch, Pantry, T & B)	4.3	m ²		
Gravel Fill	2.82	m ²		
Termite Control	1	l.s.		

TOTAL MATERIAL COST -

III RIENFORCED CONCRETE WORKS

MATERIALS:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Footing	1.2	m ²		
Wall Footing	0.5	m ²		
Slab on Grade	1.89	m ²		
Beams	0.65	m ²		
Reinforcing Deformed Steel, G40	1272	kgs		

TOTAL MATERIAL COST -

IV MASONRY WORKS

150mm THK CHB Non-Load Bearing (area = 16.08 sq.m.)

MATERIALS:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
150mm THK CHB	212	pcs		
Portland Cement	26	pcs		
Sand	1	pcs		
Reinforcing Steel	55	pcs		
GI Tie Wire # 16	1	pcs		

0.00

Plastering (Interior & Exterior) (area = 32.16 sq.m.)

MATERIALS:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Portland Cement	12	pcs		
Sand	10	pcs		

0.00

TOTAL MATERIAL COST 0.00

V CEILING WORKS

(area = 102.24 sq.m.)

MATERIALS:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
4.5mm Fiber Cement Board	40	pcs		
2" Metal Furring x 3 meter length	122	pcs		
Carrying Channels 2"	39	pcs		
Hanger Bars/Rod - 12mm	108	pcs		
Channel Clip	645	pcs		
Wall Angle	26	pcs		
1/8" Blind Rivet	2	boxes		
TOTAL MATERIAL COST				0.00

VI DRY WALL PARTITIONS

(area = 38.86 sq.m.)

MATERIALS:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
4.5mm Fiber Cement Board	30	pcs		
Metal Studs 3m Length, 31mm x 70mm x 0.50mm thick	49	pcs		
Rivets	694	pcs		
Metal Screw	164	pcs		
TOTAL MATERIAL COST				0.00

VII WOOD FLOOR**MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
3/4 Marine Plywood	59	m ²		
Vinyl Tiles	59	pcs		
Consumables (5% of Material Cost)				0.00
TOTAL MATERIAL COST				0.00

VIII DOORS & WINDOWS**(a) Glass Doors***Note: Including locksets and accessories***MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Aluminum Glass Single Door (Swing Type)	4.2	m ²		
Consumables (3% of Material Cost)				0.00

(b) Glass Windows**MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Aluminum Glass Window (Sliding Type)	3.6	m ²		
Aluminum Glass Window (Awning Type)	1.2	m ²		
Consumables (3% of Material Cost)				0.00

(c) PVC Door**MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
PVC Door	3.36	m ²		
TOTAL MATERIAL COST				0.00

Note: Including locksets and accessories

IX TILE WORKS**(a) Glazed Tiles** (area = 11.68 sq.m.)**MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Glazed Tiles (60x60cm)	12	m ²		
Portland cement	4	bags		
Sand	1	cu.m.		
Tile adhesive	2	bags		
Tile grout	2	bags		
				-

(b) Unglazed Tiles (area = 7.24 sq.m.)**MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Unglazed Tiles	7	m ²		
Portland cement	3	bags		
Sand	1	cu.m.		
Tile adhesive	1	bags		
Tile grout	2	bags		
				-
TOTAL MATERIAL COST				0.00

X PAINTING WORKS**(a) Masonry / Concrete Surfaces (Interior):** (area = 62.66 sq.m.)**MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Concrete Penetrating Sealer	3	gallons		
Solvent Base Acrylic Primer	3	gallons		
Patching Compound	7	kg		
Semi Gloss Latex (2 coats)	4	gallons		
Baby Roller	2	pcs		
2" Paint Brush	2	pcs		
4" Paint Brush	2	pcs		
Body Filler	2	gallons		
Consumables (5% of Material Cost)				-
				-

(b) Masonry / Concrete Surfaces (Exterior): (area = 75.00 sq.m.)**MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Concrete Penetrating Sealer	3	gallons		
Solvent Base Acrylic Primer	4	gallons		
Patching Compound	8	kg		
Semi Gloss Latex (2 coats)	4	gallons		
Baby Roller	2	pcs		
2" Paint Brush	2	pcs		
4" Paint Brush	2	pcs		
Body Filler	2	gallons		
Consumables (5% of Material Cost)				-
				-

(c) Wood Surfaces (Ceiling) (area = 102.24 sq.m.)

MATERIALS:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Glazing Putty	6	gallons		
Flat Wall Enamel	5	gallons		
Enamel Quick Dry	5	gallons		
Paint Thinner	27	liter		
Consumables (5% of Material Cost)				-
				-

(d) Wood Surfaces (Dry Wall) (area = 77.72 sq.m.)

MATERIALS:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Glazing Putty	5	gallons		
Flat Wall Enamel	4	gallons		
Enamel Quick Dry	4	gallons		
Paint Thinner	21	liter		
Consumables (5% of Material Cost)				-
				-

TOTAL MATERIAL COST -

XI SANITARY FIXTURES

MATERIALS:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Water Closet with Accessories and Fittings	2	sets		
Lavatories with Accessories and Fittings	2	sets		
Toilet Soap Holder	2	sets		
Toilet Tissue Holder	2	sets		
Faucet	3	pcs		
Kitchen Sink	1	pcs		
4"x4"Floor Drain	3	pcs		

TOTAL MATERIAL COST -

XII COLD WATER LINE

MATERIALS:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
3/4"dia x 3m PPR Pipe	5	sets		
3/4"dia x 1/2"dia PPR Tee Reducer	3	sets		
3/4"dia x 1/2"dia PPR Elbow Reducer	3	sets		
1/2"dia x 3m PPR Pipe	5	sets		
1/2"dia PPR Tee	3	pcs		
1/2"dia PPR Elbow	3	pcs		
1/2"dia PPR Elbow (One End Threaded)	3	sets		
Gate Valve	3	sets		
Teflon Tape	10	pcs		
Others (Tools)				-

TOTAL MATERIAL COST -

XIII SEWER LINE WORKS

MATERIALS:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
4"dia x3m PVC Pipe	5	pcs		
4"dia PVC P-Trap	2	pcs		
4"dia PVC Elbow	2	pcs		
4"dia PVC Cleanout	2	pcs		
4"dia PVC Tee	2	pcs		
4"dia PVC Wye	2	pcs		
2"dia x3m PVC Pipe	10	pcs		
2"dia x 2"dia PVC Wye	10	pcs		
2"dia PVC P-trap	3	pcs		
2"dia PVC Cleanout	3	pcs		
2"dia PVC Elbow	5	pcs		
PVC Solvent Cement	5	cans		

TOTAL MATERIAL COST -

XIV SEPTIC TANK (PE Septic Tank 1000L)**MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
PE Septic Tank 1000L	1	unit		
TOTAL MATERIAL COST				0.00

XV EXHAUST FANS

Note: For comfort rooms and pantry

MATERIALS:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
12" Wall Mounted Exhaust Fan	3	units		
TOTAL MATERIAL COST				-

XVI ELECTRICAL**MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Conduits, Boxes and Fittings (Conduit Works/Conduit Rough-in)	1	l.s.		
Wires and Wiring Devices	1	l.s.		
Panelboard with Main & Branches Breakers	1	l.s.		
8" dia (18), Recessed Slim Daylight Downlight	25	sets		
Emergency Light 2x3 Watts	2	sets		
TOTAL MATERIAL COST				-

XVII METAL WORKS**MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Terrace Railings	6	lm		
Consumables (5% of Material Cost)				-
TOTAL MATERIAL COST				-

XVIII ROOFING WORKS**MATERIALS:**

DESCRIPTION	QTY	UNIT	PRICE	TOTAL COST
Terrace, Pantry, T & B Roof	30	m ²		
Fascia Boards	170	lm		
TOTAL MATERIAL COST				-

SUMMARY OF COSTS**DIRECT COST:**

A. Materials-----	0.00
B. Labor-----	0.00
C. Removal of Obstructions-----	0.00
D. Earthworks-----	0.00
	0.00

INDIRECT COST:

E. OCM-----	0.00
F. Contractor's Profit-----	0.00
G. VAT-----	0.00
	0.00

TOTAL PROJECT COST/APPROVED BUDGET FOR THE CONTRACT	0.00
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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) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

Bidding Forms

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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;
- 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: _____

¹ currently based on GPPB Resolution No. 09-2020

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 bid 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.
 - i. 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).

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)

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]

Bank Guarantee Form for Advance Payment

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

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **10.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, 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

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

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

NFCC COMPUTATION FOR ELIGIBILITY CHECK

- 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 BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

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

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, conciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR

The Bidder shall attach the AFS to the NFCC Computation for Eligibility Check Form

NFCC = P _____

Submitted by:

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative

Date : _____